TERMS OF USE

Last Updated: 19 September 2025

PLEASE READ THESE TERMS OF USE CAREFULLY. YOUR ACCEPTANCE MAY LIMIT OR WAIVE CERTAIN OF YOUR RIGHTS. IT IS YOUR RESPONSIBILITY TO RE-REVIEW THE TERMS OF USE IF YOU HAVE NOT REVIEWED THEM SINCE THE "LAST UPDATED" DATE ABOVE.

THIS AGREEMENT PROVIDES FOR MANDATORY INDIVIDUAL ARBITRATION. BY ACCEPTING THESE TERMS OF USE, YOU HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY OR TO PROCEED IN A COLLECTIVE ACTION IN RELATION TO YOUR USE OF THE SITES.

THE SITES AND THE SERVICES ARE NOT INTENDED FOR ACCESS AND/OR USE BY (A) DISQUALIFIED PERSONS/ENTITIES (AS DEFINED BELOW); OR (B) ANY PERSON OR ENTITY IN, OR ACCESSING OR USING THE SITES AND SERVICES FROM, AN EXCLUDED JURISDICTION (AS DEFINED BELOW). ACCORDINGLY, DISQUALIFIED PERSONS/ENTITIES (AS DEFINED BELOW) SHOULD NOT ACCESS AND/OR USE THE SITES AND/OR THE SERVICES.

YOU ARE AGREEING NOT TO ACCESS AND/OR USE THE SITES AND/OR THE SERVICES FOR PROHIBITED USES (AS DEFINED BELOW), OR FROM EXCLUDED JURISDICTIONS (AS DEFINED BELOW).

YOU MAY NOT ACCESS AND/OR USE THE SITES AND/OR THE SERVICES UNLESS YOU AGREE TO THESE TERMS OF USE.

1. ACCEPTANCE OF TERMS

1.1. In these terms of use (these "**Terms**"), (i) "**we**", "**our**", "**us**," or the "**Company**" refers to Prime Precision Ltd, an entity formed under the laws of Seychelles (the Company with its Related Persons/Entities as further defined below, each an "**Optimex Party**" and collectively the "**Optimex Parties**"); and (ii) "**you**" refers to any person accessing, or using any Services (as defined in Paragraph 2.1 of these Terms) as accessible through, our website https://app.optimex.com/ (the "**Site**"), mobile applications or any other applications (collectively referred to as, "**Sites**"), and "**your**" shall be construed accordingly.

1.2. By accessing the Sites, connecting a Wallet (as defined in Paragraph 2.1 of these Terms) to the Sites or otherwise utilising any of the Services as provided and offered by the Company:

(a) You agree to be bound by and to abide by these Terms (which shall be read with our prevailing privacy policy accessible via the Sites), as may be updated from time to time by the Company, on behalf of yourself and any entity you represent, and you represent and warrant that you have the right and authority to do so. The Company reserves the sole right to change these Terms from time to time. In the event of any change, amendment or update to these Terms, you agree to be bound by these Terms, as may be amended, if you accept the updated Terms and/or continue accessing and/or using any of the Sites or the Services after notice that there has been a change, amendment or update, which notice may take the form of alerting you to the "Last Updated" date so that you can determine whether there has been an update since your last review of the Terms, or any other form of notice the Company elects to provide in its sole discretion. **If you do not agree to these Terms, please exit the Sites and immediately cease usage of the Sites and the Services**.

(b) You represent and warrant that (i) in the jurisdiction to which you are subject, you are of legal age to use the Sites or the Services and to create a binding legal and financial obligation for any liability or obligation you may incur as a result of your use of the Sites or the Services; and (ii) you are not a Disqualified Person/Entity (as defined in Paragraph 2.1 of these Terms) or acting on behalf of a Disqualified Person/Entity.

1.3. No information contained in or on, and no part of:

(a) the Sites;

(b) any electronic sites, communication or applications directly or indirectly linked to the Sites; or

(c) any other information or document,

shall constitute part of these Terms (unless otherwise stated on the Sites or in these Terms), and no representations, warranties or undertakings are or are intended or purported to be given by any Optimex Party in respect of any information contained in or on, or through any part of, the items as stated in Paragraphs 1.3(a) to (c) above.

2. DEFINITIONS AND INTERPRETATIONS

2.1. Definitions

In these Terms, unless the context otherwise requires:

"**Address**" means an address on the applicable digital ledger or blockchain network;

"**Affiliate Fees**" means, in the event of access and/or use of the Services via Third-Party Access, fees payable in connection with such Third-Party Access to the Services, as further described at https://docs.optimex.com/wallet-client-intergration/affiliate-fee;

"**Applicable Laws**" means all relevant or applicable statutes, laws (including any reporting or withholding tax requirements of any government), rules, regulations, directives, circulars, notices, guidelines and practice notes of any Governmental Authority;

"**Approvals**" has the meaning ascribed thereto in Paragraph 6.1(l) of these Terms;

"**Base Token**" has the meaning ascribed thereto in Paragraph 4.2(a)(i)(2) of these Terms;

"**Base Tokens Address**" or "**Sending Address**" has the meaning ascribed thereto in Paragraph 4.2(a)(i)(2)(A) of these Terms;

"**Company**" has the meaning ascribed thereto in Paragraph 1.1 of these Terms;

"**Disqualified Person/Entity**" means (a) any person seeking to access the Sites or use the Services from within the Excluded Jurisdictions; (b) any person (being a natural person) who is citizen of, domiciled in, or resident of, an Excluded Jurisdiction or a jurisdiction whose laws prohibit or conflict with the access of the Sites or use of Services; (c) any entity that is

incorporated in, domiciled in, or organised in, an Excluded Jurisdiction or a jurisdiction whose laws prohibit or conflict with the access of the Sites or use of Services; (d) any person designated that are subject to sanctions implemented by the United Nations, the European Union, the United Kingdom or the Office of Foreign Asset Control of the United States Treasury Department ("**OFAC**") and/or (e) any person which the Company (whether directly or through third-party service providers engaged by the Company for purposes of on-chain analytics and fraud detection and prevention) does not permit access and/or use of the Sites and/or Services, by reason of suspected involvement of such person, and the Wallet(s) used or attempted to be used by such person in connection with the access and/or use of the Sites and/or Services, in any fraudulent, illicit and/or malicious activity;

"**Excluded Jurisdiction**" means any of: (a) the countries that are designated as high risk by the Financial Action Task Force; (b) Vietnam; (c) Singapore; and (d) the jurisdictions subject to sanctions implemented by the United Nations, the European Union, the United Kingdom or OFAC from time to time, including Russia, Belarus and Cuba;

"**Fork**" means a change in the existing source code or the creation of new or additional source code for a blockchain;

"**Governmental Authority**" means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, executive, judicial or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organisation. For the avoidance of doubt, Governmental Authority may include private bodies exercising quasi-governmental, regulatory or judicial-like functions such as securities exchanges or similar self-regulating authorities to the extent they relate to either you, any Optimex Party, the Sites, the Services, the Optimex Vaults, or any Tokens;

"**Indemnified Persons**" has the meaning ascribed thereto in Paragraph 9.2 of these Terms;

"**Linked Address**" has the meaning ascribed thereto in Paragraph 4.1(d) of these Terms;

"**Loss**" means any and all losses, claims, liabilities, damages, suits, actions, demands, proceedings, costs, charges or expenses of whatsoever nature or howsoever arising, including any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including loss of revenue and income or profits);

"**Market Maker**" means any person that facilitates the settlement of Token Swaps in connection with the Services as described at https://docs.optimex.com/optimex-defi-layer-on-bitcoin-natively/bitfi-swap/market-markers;

"**Network Attack & Vulnerabilities**" means hacks, cyber-attacks, network attacks (including double-spend attacks, majority mining power attacks and "selfish-mining" attacks, 51% or network attacks), distributed denials of service or errors, or any attacks, vulnerabilities or defects on the network;

"**Optimex Documentation**" means the document repository in relation to the Optimex Services accessible at https://docs.optimex.com/;

"**Optimex Parties**" and "**Optimex Party**" have the meaning ascribed thereto in Paragraph 1.1 of these Terms;

"**Optimex Services**" means, collectively, any services or any variations thereof provided through, via, or on the Sites, including any of the services described at https://docs.optimex.com/;

"**Optimex Supported Tokens**" has the meaning ascribed thereto in Paragraph 4.2(a)(i)(1) of these Terms;

"**Optimex Vaults**" means any computer protocol (including smart contracts and scripts) made available by the Company for access on, via or through the Sites from time to time and for access and/or use of the Services (including all related trademarks and other intellectual property, whether such use is via the Sites or otherwise) as described at https://docs.optimex.com/;

"**Parties**" means both of the Company and you;

"**Party**" means either of the Company and you;

"**Payable Tax**" has the meaning ascribed thereto in Paragraph 15.1 of these Terms;

"**Prohibited Uses**" has the meaning ascribed thereto in Paragraph 8.3 of these Terms;

"**Protocol Fees**" has the meaning ascribed thereto in Paragraph 4.2(d) of these Terms;

"Promotional Program" means any referral program, incentive, or promotional campaign operated by Optimex that rewards users for certain actions, including but not limited to referring other users to the Services.

"**Quote Token**" has the meaning ascribed thereto in Paragraph 4.2(a)(i)(2) of these Terms;

"**Quote Tokens Address**" or "**Receiving Address**" has the meaning ascribed thereto in Paragraph 4.2(a)(i)(2)(B) of these Terms;

"**Related Persons/Entities**" means with respect to the Company, any other person or entity directly or indirectly controlling, controlled by or under common control with the Company, and in this definition, "**control**" means the power to direct or cause the direction of the management or policies of a person or entity, whether through the exercise of voting power or by contract and "**controlling**" and "**controlled by**" shall have correlative meanings;

"Referral Program" means a specific type of Promotional Program that rewards users ("Referrers") for inviting other users ("Referees") to use the Services via unique referral codes or links.

"Referral Code" means a unique code or link provided to a user (the "Referrer") to share with others (the "Referees") to track and attribute referrals.

"Referrer" means a wallet owner who shares a Referral Code or link to invite others to use the Services.

"Referee" means a wallet owner who uses a Referral Code or link provided by a Referrer to register or transact on the Services.

"**Services**" means, collectively, any of the Optimex Services or any other services provided through, via or on the Sites;

"**Sites**" has the meaning ascribed thereto in Paragraph 1.1 of these Terms;

"**Third-Party Access**" has the meaning ascribed thereto in Paragraph 4.1(e) of these Terms;

"**Third-Party Integrated Applications**" means the third-party applications and interfaces which are not created by the Company and: (a) are integrated to the Sites; or (b) which have integrated the Services (or any part thereof) for access and/or use of such Services via such third-party applications and/or interfaces;

"**Token Swap**" has the meaning ascribed thereto in Paragraph 4.2(a)(i)(2) of these Terms;

"**Tokens**" means any cryptographic asset, digital asset or virtual currency, including the Optimex Supported Tokens;

"**Transaction Fee**" means such transaction cost payable, whether denominated in Tokens or otherwise, for the use of or execution of transactions on a blockchain network or in connection with the Services and shall include Protocol Fees, Affiliate Fees (in the case of Third-Party Access to the Services) and network fees;

"**User**" means a person, as identified by such person's Wallet address, who uses the Sites or the Services;

"**User Information**" in respect of a User has the meaning ascribed thereto in Paragraph 4.1(c)(i) of these Terms; and

"**Wallet**" has the meaning ascribed thereto in Paragraph 4.1(b)(i) of these Terms.

2.2. Miscellaneous

In these Terms, unless the context otherwise requires:

(a) words importing the singular include the plural and vice versa, words importing any gender include every gender;

(b) references to a "**person**" include any individual, company, limited liability partnership, partnership, business trust or unincorporated association (whether or not having separate legal personality) and references to a "**company**" include any company, entity, corporation or other corporate body, wherever and however incorporated or established;

(c) the word "**or**" shall be construed to mean "**and/or**";

(d) the word "**including**" shall be non-exhaustive and construed to mean "**including without limitation**";

(e) paragraph headings are for convenience of reference only and shall not affect the interpretation of these Terms; and

(f) the words "**written**" and "**in writing**" include any means of visible reproduction.

3. ELIGIBILITY

3.1. Access to the Sites is intended for and extended only to, and the Services are intended for and extended only to, a person or body corporate who is not a Disqualified Person/Entity.

3.2. Accordingly, you are not eligible to access the Sites or use the Services if you are a Disqualified Person/Entity. If you are a Disqualified Person/Entity, or if you are acting on behalf of a Disqualified Person/Entity, you should exit the Sites and cease usage of all Services immediately.

4. THE SERVICES

4.1. Generally

(a) Availability

The Company may modify or discontinue support for the Sites and/or the Optimex Vaults at any time without prior notice, in its sole discretion, and none of the Optimex Parties shall be liable for or have any obligations with respect to any Losses arising from or relating thereto.

(b) Connecting a Wallet

(i) In order to access the Services to engage in transactions using the Sites, a User must first connect a wallet compatible with the Services and the Optimex Vaults ("**Wallet**") to the Sites. Connecting a Wallet will enable the Sites to communicate with the third party software associated with such Wallet connected by the User. Such third party software shall be exclusively responsible for effecting any transactions initiated by the User with such Wallet, including any transactions relating to any Optimex Vault.

(ii) Where we have reason to believe that any Wallet connected to (or attempting to connect to) the Sites and/or otherwise interacting (or attempting to interact) with an Optimex Vault has engaged in or has been used in connection with any Prohibited Use, we may, in our sole and absolute discretion and without prior notice to any User, suspend, prohibit or restrict the connection of such Wallet to the Sites and/or your access and/or use of the Sites and/or Services using such Wallet, and none of the Optimex Parties shall be liable for or have any obligations with respect to any Losses to such User arising from or relating thereto.

(c) User Information

(i) Your access of the Sites or use of the Services shall be conditional on you providing the following information ("**User Information**"):

(1) your confirmation that you have read these Terms and your acceptance thereof; and

(2) such other information as may be requested on the Sites or otherwise as determined by any Optimex Party in its sole discretion.

(ii) You agree that we may, without prior notice to you, suspend, restrict, or terminate your access to the Sites or use of the Services until any requested User Information has been provided to our satisfaction. You also irrevocably and unconditionally agree that such User Information provided by you to us may be shared without limitation or restriction with any other Optimex Party for the purpose of compliance with any Applicable Laws in connection with the Sites and/ or the Services.

(iii) By submitting any of your User Information, you represent and warrant to each Optimex Party that such User Information as submitted is complete, accurate and authentic and you shall promptly update us of any changes to your User Information. In the event of any change to your User Information, you agree that we may, without prior notice to you, suspend, restrict, or terminate your access to the Sites or use of the Services until any such change has been provided to our satisfaction.

(iv) By submitting your User Information, you shall be deemed to have authorised and permitted:

(1) any Optimex Party to directly or through third parties make inquiries which any Optimex Party in its absolute discretion considers necessary or appropriate to verify such User Information for the purpose of complying with any Applicable Laws or otherwise; and

(2) any Optimex Party to take any action which any Optimex Party deems necessary or appropriate based on the results of such inquiries.

(d) Linked Address

Any User's Address (including those holding Base Tokens) ("**Linked Address**") you link to the Optimex Vaults using the Sites:

(i) shall be owned, held, and be fully controlled by you, and you shall hold and have full control of the private key (whether such private key is held through a personal Wallet or otherwise) and all other credentials to your Linked Address;

(ii) shall not be an Address owned, held, or controlled by a person other than you, including a cryptocurrency exchange address or a third party hosted wallet address (the access of which is controlled by such third party); and

(iii) must be fully compatible with and support the Optimex Supported Tokens subject of the Token Swap initiated by User using such Linked Address, the Optimex Vaults and the Services.

(e) Public Blockchain Information

The Sites and Services allow a User to read and display data from public blockchains, and to generate standardised transaction messages which can be used by the User's

third party Wallet software (or other Third-Party Integrated Applications) to engage with the Optimex Vaults. Because the Optimex Vaults are deployed on a public blockchain, they are directly accessible through command lines or command prompts and may now or in the future be accessible through other decentralised applications (dApps) or other third party interfaces (collectively, "**Third-Party Access**"). Therefore, with the right technical expertise, it is possible to view substantially the same information, and to generate transaction messages to interact with the Optimex Vaults via Third-Party Access, without use of the Sites. In the event of any Third-Party Access, the Company is not involved in and has no oversight of such Third-Party Access. The Company expressly disclaims all responsibility (and you acknowledge that the Optimex Parties shall have no responsibility) for any loss occasioned to you or any other person by or attributable to Third-Party Access.

(f) License

You are hereby granted a non-exclusive, non-transferable, revocable, limited license to electronically access and use the Sites in the manner described in these Terms. You do not have the right to sublicense the Sites. We may revoke or terminate such license at any time if you use, or attempt to use, the Sites in a manner prohibited by these Terms, or if these Terms are otherwise terminated pursuant to the terms hereof.

4.2. The Optimex Services

(a) The Optimex Services include a user interface provided through the Sites that display and format information and through which the User may choose to direct third-party software to interact with the Optimex Vaults, in accordance with the procedures further described as follows:

(i) Token Swaps

(1) Users may effect Token Swaps (as defined below) of Tokens supported by the Optimex Services and compatible with the applicable Optimex Vaults ("**Optimex Supported Tokens**") on a non-custodial basis.

(2) For purposes of these Terms, "**Token Swap**" in relation to Optimex Supported Token(s) ("**Base Tokens**") that the User intends to swap for other Optimex Supported Token(s) ("**Quote Tokens**") selected by such User, means:

(A) the deposit of such Base Tokens by such User from a Linked Address designated by such User ("**Base Tokens Address**" or "**Sending Address**") to a wallet address associated with such Optimex Vault designated by the Optimex Parties or any one of them to hold such Base Tokens on a non-custodial basis;

(B) the deposit by a Market Maker of such Quote Tokens from a wallet address designated by such Market Maker to such wallet address designated by such User for receipt of such Quote Tokens ("**Quote Tokens Address**" or "**Receiving Address**"); and

(C) Optimex Vault-facilitated release of such Base Tokens from the abovementioned Optimex Part(ies)-designated Optimex Vault to such Quote Tokens-compatible wallet address designated by such Market Maker for receipt of such Quote Tokens.

(3) Token Swaps may be effected via the "Swap" feature accessible through the Sites or Direct or Third-Party Access. A User may initiate a Token Swap by specifying the amount of Base Tokens and the desired Quote Tokens to be subject of such Token Swap. Unless custom slippage settings are selected by User in respect of a Token Swap, default slippage settings shall apply.

(4) A USER INITIATING A TOKEN SWAP ACKNOWLEDGES AND AGREES THAT:

(i) SUCH USER HAS FULL OWNERSHIP OF THE QUOTE TOKENS ADDRESS DESIGNATED BY SUCH USER TO RECEIVE QUOTE TOKENS PURSUANT TO SUCH TOKEN SWAP, AND SUCH USER DOES LEGALLY HOLD THE PRIVATE KEY TO AND HAVE FULL CONTROL OVER SUCH DESIGNATED QUOTE TOKENS ADDRESS; AND

(ii) SUCH USER ASSUMES FULL AND SOLE RESPONSIBILITY FOR ENSURING THAT SUCH DESIGNATED QUOTE TOKENS ADDRESS HAS BEEN ENTERED ACCURATELY BEFORE PROCEEDING WITH SUCH TOKEN SWAP.

(5) The process for initiating and effecting Token Swaps is further described in the step-by-step guide accessible at https://docs.optimex.com/how-to-use/swap.

(6) A User accessing and/or using the Sites to effect Token Swaps is deemed to have read and understood the Optimex Documentation, and acknowledges and accepts all risks relating to Token Swaps (including any such risks as may be set out in the Optimex Documentation), including in particular:

(A) that Transaction Fees are chargeable in respect of Token Swaps;

(B) that the Optimex Parties shall have no responsibility for any Losses occasioned to such User who shall have no claim against the Optimex Parties in respect thereof;

(C) that such User assumes full and sole responsibility to ensure that such User's designated Quote Tokens Address has been entered accurately, before proceeding with any Token Swap. The Optimex Parties shall have no responsibility for any errors in such User's keying in of the Quote Tokens Address, and shall not be liable for any Losses occasioned to such User arising therefrom;

(D) where we have reason to believe that the Base Tokens Address and/or Quote Tokens Address designated by such User are not beneficially owned and controlled by such User, we may, in our sole and absolute discretion and without prior notice to such User, suspend, restrict or terminate any Token Swap initiated by such User using such User-designated Base Tokens Address and Quote Tokens Address; and

(E) that we may at any time, pursuant to Paragraph 4.1(b)(ii) above, suspend, prohibit or restrict such User's access and/or use of the Sites and/or Services using any Wallet, and in such event, such User's ability to effect Token Swaps may be affected.

(b) Token and Transaction Information

(i) The Sites and Services can be used to format transaction messages compatible with a wide variety of Tokens, and the ability of the Sites or Services to display information or format messages that enable interaction with any given Token does not constitute an endorsement or approval by the Company or by the Sites or Services of any Token, or its project team. The Company disclaims all responsibility for Users' interaction with any Tokens or their associated smart contracts.

(ii) The content displayed on the Site is for informational purposes only and no such information or other material should be construed as legal, tax, investment, financial, or other advice.

(c) Confirming Transactions

The User is responsible for confirming the parameters of any transaction message before directing their third-party wallet software to enter into a transaction. Crypto asset prices and liquidity are volatile and transaction parameters may change between the time a User first selects parameters and when the User seeks to confirm a transaction. The User hereby agrees that it is the User's sole responsibility to re-confirm all details of any potential transaction at each stage of the process through and including final confirmation of the transaction.

(d) Transaction Fees

By using the Sites and/or the Services, you acknowledge and agree that protocol fees may be payable to the Company for each transaction executed via the Optimex Vaults ("**Protocol Fees**"). Details of Protocol Fees and other Transaction Fees that may be chargeable for transactions executed via the Optimex Vaults are accessible via the Optimex Documentation, as may be updated from time to time by the Company. The Protocol Fees applicable to a specific transaction will be displayed to Users of the Sites during the initiation of a transaction and must be accepted by a User before executing such transaction. By using the Sites and/or the Services (including via Third-Party Access), you hereby consent to Transaction Fees (including any Affiliate Fees, in the case of Third-Party Access to the Services) being debited from either or a combination of both of the Base Token or Quote Token applicable to your relevant transaction at the time such transaction is processed.

4.3. Third Party Integrated Services

In addition to the Optimex Services, the Optimex Parties may provide access to additional Services through the Sites from time to time, including by integrating or providing links to Third-Party Integrated Applications, including, for example, blockchain oracles and blockchain explorers. Without limiting the generality of the foregoing, you acknowledge, agree and understand that no Optimex Party shall be responsible or liable for any Losses suffered or incurred by you in connection with the use of Third-Party Integrated Applications provided through the Sites or the Services. For a description of the Third-Party Integrated Applications made available through the Services or the Sites, please reference https://docs.optimex.com/reference/third-party-integrations

4.4. Referral Programs and Promotional Campaigns

(a) Optimex may offer referral programs or other promotional campaigns ("Promotional Programs") governed by additional terms and conditions made available at the time of participation.

(b) Participation in any Promotional Program requires connecting a blockchain wallet that you own and control. Optimex does not create or maintain traditional user accounts or store personal user details; participation is wallet-based.

(c) You must not be a Disqualified Person/Entity as defined in Section 2.1, including but not limited to persons accessing the Services from Excluded Jurisdictions.

(d) Optimex reserves the right to modify, suspend, or terminate any Promotional Program, including eligibility criteria and rewards, at any time without prior notice.

(e) Suspected abuse, fraudulent activity, or use of malicious referral codes may result in disqualification and forfeiture of any rewards.

(f) Updates and communications regarding Promotional Programs may be provided through any medium chosen by Optimex.

5. CONDITIONS

The Company's performance of Services is conditional on the following:

(a) your representations and warranties as set out in these Terms (including Paragraph 6 below) being true and accurate at all times on and after the date of these Terms while you continue to use the Services; and

(b) that neither your use of, or our provision of, the Services, constitute, or would be reasonably expected to result in a breach, default, contravention or violation of any Applicable Laws applicable to you or any Optimex Party, or any contract or agreement to which you or any Optimex Party is a party or by which you are, or any Optimex Party is, bound, including these Terms.

6. ACKNOWLEDGEMENTS, OTHER REPRESENTATIONS AND WARRANTIES

6.1. By accepting these Terms, you represent and warrant to each Optimex Party as follows:

(a) you acknowledge and agree that the Optimex Supported Tokens with which you are seeking to engage in Token Swaps in connection with the Sites and/or Services are not to be construed, interpreted, classified or treated as:

(i) any kind of currency;

(ii) debentures, stocks or shares;

(iii) rights, options or derivatives in respect of such debentures, stocks or shares;

(iv) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;

(v) units in a collective investment scheme;

(vi) units in a business trust;

(vii) derivatives of units in a business trust; or

(viii) any form of investment;

(b) you acknowledge and agree that the Optimex Supported Tokens do not and are not intended to constitute securities of any form, units in a business trust, units in a collective investment scheme or any other form of investment in any jurisdiction and these Terms, the Services and the Optimex Vaults do not and are not intended to constitute an offer of securities of any form, units in a business trust, units in a collective investment scheme or any other form of investment in any jurisdiction or a solicitation for any form of investment in any jurisdiction;

(c) you acknowledge and agree that none of the Services and/or Optimex Vaults shall be construed, interpreted, classified or treated as enabling, or according any opportunity to you, to participate in or receive profits, income, or other payments or returns arising from or in connection with any of the Services, or to receive sums paid out of such profits, income, or other payments or returns, solely by virtue of you holding any Tokens;

(d) you acknowledge that no regulatory authority has examined or approved of these Terms, no such action has been or will be taken under the Applicable Laws of any jurisdiction, and the provision of these Terms to you does not imply that Applicable Laws have been complied with;

(e) you have read and understood all of these Terms and any privacy policy provided through the Sites;

(f) any Linked Address provided by you is fully operational, secure and valid;

(g) you are not, and you are not acting on behalf of, a Disqualified Person/Entity;

(h) you have full power and capacity to accept these Terms and perform all your obligations hereunder and, in the case, where you are accepting these Terms on behalf of an entity:

(i) such entity is duly incorporated and validly existing under the Applicable Laws; and

(ii) you are duly authorised to accept these Terms and procure the performance of obligations hereunder;

(i) you:

(i) have read and understood the Optimex Documentation and accept all risks as may be set out therein or associated with the use of the Sites and the Services, including smart contract risks, market volatility risks and risks associated with hacks, exploits, malfunctions, modifications of transaction data that could affect or result in unsuccessful transactions relating to the Optimex Vaults or misuse of smart contracts, scripts and oracles, which may result in a loss of digital assets. Notwithstanding that you may be using a Wallet (being a wallet compatible with the Services and the Optimex Vaults) to access and/or use the Sites and the Services, you acknowledge that you bear all risks arising from and/or in connection with any modification of transaction payload data which you may procure or cause, in connection with your use of such Wallet in accessing and/or using the Sites and the Services;

(ii) have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of the Services, cryptographic tokens, digital assets and Tokens (including the Optimex Supported Tokens), digital ledger-based software systems, digital asset Wallets, the Sites and the Optimex Vaults, and other related Token storage mechanisms, Token exchanges, blockchain and distributed ledger technology, and smart contract technology; and

(iii) are fully aware of and understand and agree to assume all the risks (including direct, indirect or ancillary risks) associated with (A) any of the Services, the Sites, the Optimex Parties, the Optimex Supported Tokens, the Optimex Vaults and (B) your use of any of the Services, any digital asset Wallet or user interface used in connection with any of the Services, Linked Address, your provision of any Linked Address, the Sites and any extension of the Sites, and the Optimex Vaults and have not relied on any information, statement, representation, or warranty, express or implied, made by or on behalf of any Optimex Party with respect to the access and/or use of the Sites and/or the Services;

(j) these Terms constitute legal, valid and binding obligations on you, which are enforceable in accordance with these Terms, and neither your use of any of the Services, nor purchase, receipt or holding of any Tokens is in breach or contravention of any Applicable Laws in your jurisdiction;

(k) (i) you are not a citizen or resident of any jurisdiction in which either the access and/or use of any of the Sites or the Services, nor the exchange, purchase, receipt, or holding of any Tokens is prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected by any Applicable Laws, (ii) you are legally permitted to access and/or use the Sites and the Services in your jurisdiction, including that you are legally permitted to own the digital assets and interact with the Services you use and (iii) you are responsible for

ensuring compliance with the laws of your jurisdiction in connection with your access and/or use of the Services and the Sites, and acknowledge that the Company is not liable for your compliance or non-compliance with any such laws;

(l) no consent, approval, order or authorisation of, or registration, qualification, designation, declaration or filing with, any regulatory authority in any jurisdiction (the "**Approvals**") is required on your part in connection with your access and/or use of any of the Sites and/or the Services, or where any Approvals are required, such Approvals have been obtained and remain valid and in full force and effect and your access and/or use of the Services and the Sites does not constitute, and you do not expect it to result in, a breach, default, or violation of any Applicable Laws or any contract or agreement to which you are a party or are otherwise bound;

(m) the Base Tokens subject of any Token Swap initiated by you have not been obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Laws;

(n) the Quote Tokens received by you via any Token Swap will not be used for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Laws;

(o) you will not disrupt, interfere with, or otherwise adversely affect the normal flow of the Services or the Sites or otherwise act in a manner that may negatively affect other Users' experiences when using the Services or the Sites (including by taking advantage of software vulnerabilities or any other act that intentionally abuses or exploits the design of the Services or the Sites);

(p) you will not, and will not attempt to, authorise anyone other than you to access and/or use the Sites and the Services using a Wallet owned by you or a blockchain address for which you control the private keys, or otherwise engage in Prohibited Uses (as defined below) of such Wallet; and

(q) all of the above representations and warranties are true, complete, accurate and non-misleading from the time of your acceptance of these Terms, and shall be deemed renewed each time you use the Services.

6.2. You acknowledge and agree that none of the Optimex Parties makes or purports to make, and each Optimex Party hereby expressly disclaims, any representation or warranty in relation to the subject matter set forth in these Terms, including any representations or warranties relating to the Sites, the Optimex Supported Tokens, the Services, the Optimex Vaults or otherwise.

6.3. **You further acknowledge and accept that by using the Sites and/or the Services:**

(a) the Optimex Parties assume no responsibility for, changes to the Optimex Vaults or any of the functions thereof;

(b) the Sites function solely as an interface to communicate your instructional input to the Optimex Vaults and to receive output from the Optimex Vaults. The Sites merely serve as an interface that may provide information and through which you may direct third-party software who may interact with the Optimex Vaults to do so;

(c) you shall not claim, and have no claim, against the Company or any Optimex Party (i) in respect of, in connection with any change to, or in connection with any failure of, the Optimex Vaults or any of the functions thereof; or (ii) in respect of any failure of the Sites or Services to facilitate access to and usage of the Optimex Vaults and any of the functions thereof; and

(d) none of the information available on the Sites or in these Terms, or made available to you in relation to the use of the Sites or the Services constitutes any advice, including legal, tax, financial, accounting or trading advice. If you are in any doubt as to the action you should take, you should consult your legal, financial, tax or other professional advisors.

7. DISCLAIMERS

7.1. Notwithstanding any other provision in these Terms, to the fullest extent permitted by Applicable Laws, you acknowledge and agree that each Optimex Party shall in no case be liable to you or any person in relation to:

(a) the Sites and the Services, which you agree to access and/or use at your own risk acknowledging that:

(i) the Sites and the Services are provided to you on as "as is" and "as available" basis, and the Company expressly disclaims any and all warranties and conditions of any kind, whether express, implied or statutory, including all warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. If Applicable Laws require any warranties with respect to the Sites and the Services, all such warranties are limited in duration to sixty (60) days from the date of first use;

(ii) the Site and the Services may experience system failures, unplanned interruptions, hardware or software defects, or other security breaches;

(iii) the Optimex Parties may not detect, or provide timely notice, of any such failure, interruption, or breach; and

(iv) no Optimex Party provides any guarantee or warranty in relation to the Sites and the Services, including that such Sites and such Services will be available, meet any performance parameters, or that your use of such Sites and such Services will be uninterrupted, secure or error-free, or will be accurate, reliable, free of viruses or other harmful code, complete, legal or safe.

(b) any discontinuation of the Services, which could be discontinued at any time, in the sole discretion of the Optimex Parties;

(c) the Optimex Vaults are integrated with the Sites and, in conjunction with the Services, are provided on as "as is" and "as available" basis;

(d) use of the Sites, the Services, or any Tokens for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Laws;

(e) failure or delay in the operation of the Sites, the Services or the Optimex Vaults;

(f) failure, malfunction or breakdown of, or disruption to, the operation of any Optimex Party, the Services, the Sites, the Optimex Vaults, any Tokens, or any technology (including smart contract technology) on which any Optimex Party, the Sites, the Optimex Vaults or any Tokens rely or relies upon, due to occurrences of a Fork, Network Attack & Vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;

(g) any virus, error, bug, flaw or similar defect adversely affecting the operation, functionality, usage, storage, transmission mechanisms, transferability, tradeability and other material characteristics of the Sites, the Services, any Optimex Vault, or any Tokens;

(h) decreases or volatility in trading prices or trading volume of any Tokens;

(i) failure or unfitness of any of the Services, the Sites, any Optimex Vault, or any Tokens for any specific purpose;

(j) loss of possession of the credentials for accessing, or loss or destruction of the private keys of, any Wallet, Linked Address or Quote Tokens Address, in any manner and to any extent;

(k) any prohibition, restriction or regulation by any Governmental Authority in any jurisdiction of the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability of any Tokens or other material characteristics of Tokens;

(l) any prohibition, restriction or regulation by any Governmental Authority in any jurisdiction of the operation, functionality, usage, transmission mechanisms of the Services, the Sites, or any Optimex Vault, or other material characteristics of the Services, the Sites, or any Optimex Vault;

(m) any risks (whether direct, indirect or ancillary) associated with the Sites, the Services, any Optimex Vault, any Tokens, and your access and/or use of the Services; and

(n) Transaction Fees (including Protocol Fees) which you may have to pay in connection with your use of the Services.

7.2. You acknowledge and agree that you shall access and use the Sites and the Services at your own risk. The risks associated with handling Tokens can be substantial. You should, therefore, carefully consider whether your participation in and/or use of the Optimex Services is suitable for you in light of your circumstances and financial resources. None of the Optimex Parties at any point in time assume the risk of Losses arising from or in connection with your use of the Services, the Sites, or the Optimex Vaults, whether or not such Loss was due to factors beyond your or any Optimex Party's control.

7.3. In the event of any Loss, hack or theft of Tokens (including the Optimex Supported Tokens), you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against any Optimex Party.

8. GENERAL TERMS AND PROHIBITED USE

8.1. You shall be responsible for the reporting requirements under the Applicable Laws in respect of any dealing with Tokens including the reporting requirements in respect of any taxable income derived in connection with the use of Services to the relevant Governmental Authority.

8.2. Your relationship with us and the operation and use of Services shall be subject at all times to the Applicable Laws. Any Optimex Party may take or refrain from taking any action whatsoever, and you shall comply with, and shall do all things required by any Optimex Party, in order to procure or ensure compliance with Applicable Laws. You acknowledge and agree that no Optimex Party shall be liable to you as a result of any action taken by any Optimex Party to comply with Applicable Laws.

8.3. You may not use the Services to engage in the following categories of activity ("**Prohibited Uses**"). The specific types of uses listed below are representative, but are **not** exhaustive. We may update the Prohibited Uses of the Services from time to time, and you hereby acknowledge and agree that it shall be your sole responsibility to ensure that your use of the Services does not involve a Prohibited Use. By using the Services, you confirm that you will not, and you will not aid, abet, encourage or induce any third party to engage in any of the following activities in any manner utilising the Services, each of which constitutes a Prohibited Use:

(a) **unlawful activity**: activities which would:

(i) violate, or assist in the violation of, any Applicable Laws administered in the countries where the Optimex Parties conduct business;

(ii) involve proceeds of any unlawful activity; or

(iii) publish, distribute or disseminate any unlawful material or information;

(b) **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;

(i) transmit or upload any material to the Sites or the Optimex Vaults that contains viruses, trojan horses, worms, or any other harmful or deleterious programs;

(ii) attempt to gain unauthorised access to the Sites or the Optimex Vaults, or computer systems or networks connected to the Sites or the Optimex Vaults, through password mining or any other means;

(iii) use User Information of another User to access or use the Sites or the Optimex Vaults; or

(iv) develop any third-party applications that interact with the Sites or the Optimex Vaults without our prior written consent;

(c) **abuse other Users**: activities which:

(i) interfere with another User's access to or use of any of the Services;

(ii) defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (including rights of privacy, publicity and intellectual property) of others, including the Optimex Parties or their respective representatives, employees, agents, and affiliates;

(iii) incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; or

(iv) use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services or to harvest or otherwise collect information from the Sites or the Optimex Vaults, including identification numbers, email addresses, phone numbers, or addresses without proper consent;

(d) **fraud**: activity which operates to defraud Users or any other person, or provide any false, inaccurate, incomplete, or misleading information to any Optimex Party, including by engaging or participating in "front-running", "wash trading", "pump and dump schemes" or similar activities;

(e) **gaming**: gaming activities (including the playing of any game of chance or of mixed chance and skill for money or other consideration) such as:

(i) lotteries;

(ii) bidding fee auctions;

(iii) sports forecasting or odds making;

(iv) fantasy sports leagues with cash prizes;

(v) internet gambling; or

(vi) contests, sweepstakes, or other games of chance for which payment or other consideration is required to participate;

(f) **intellectual property infringement**: any transactions, activities, or actions that:

(i) (whether or not involving items) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under Applicable Laws, including the creation, issuance, sale, offer for sale, trading, distribution, solicitation, marketing, or promotion of any investment products (including digital assets, fiat currency, securities, commodities, investment or trading products, derivatives, structured products, investment funds, investment portfolios, commodity pools, swaps, securitisations or synthetic products) where the price, return, or performance of the investment product is based on, derived from, or related to any Optimex Party or any portion thereof, without our express prior written consent;

(ii) modify, copy, reproduce, retransmit, distribute, sell, publish, broadcast, create derivative works from, or store proprietary or confidential data or other similar information provided via the Sites or the Services, without our express prior written consent;

(iii) make use of the intellectual property, name, or logo, including use of trade or service marks belonging to any Optimex Party, without our prior written consent or in a manner that otherwise harms any Optimex Party;

(iv) reverse engineer or disassemble any aspect of the Optimex Vaults or the Services;

(v) access or attempt to access non-public systems, programs, data, or services of any Optimex Party; or

(vi) implies an untrue endorsement by or affiliation with any Optimex Party;

(g) **activity which brings disrepute or is detrimental to the Optimex Parties**: any activity which does or could be expected to bring disrepute upon or be detrimental to the Optimex Parties, the Services, the Sites or the Optimex Vaults;

(h) **Disqualified Person/Entity**: if you are Disqualified Person/Entity, using any virtual private network, proxy service, or any other third party service network or product with the effect of disguising your internet protocol (IP) address or location;

(i) **prohibited businesses**: use the Services in connection with businesses, activities, practices, or items which are prohibited by or in conflict with Applicable Laws;

(j) **permitting access**: permit others to access and/or use the Sites and the Services through your Wallet, User Information or a blockchain address you control or otherwise engage in transactions using the Sites and/or the Services for any person other than the Wallet owner; or

(k) **breach of these Terms**: any activities, inactions or actions that are in breach of or violate these Terms.

8.4. You also acknowledge and agree as follows:

(a) The Sites, the Services and the Optimex Vaults may be subject to exploits. The Optimex Parties are not responsible for exploits and it is not possible to guarantee that the code is completely free from bugs or errors. Users accept all risks that arise from using the Sites, the Services and the Optimex Vaults, including the risk of any funds being lost due to a failure or exploit of the Sites, the Services or the Optimex Vaults.

(b) You are solely responsible for securing the private keys associated with any Wallet or blockchain address you may use when accessing and using the Services. You understand that anyone who obtains your private keys and access to your device may access your Wallet or a blockchain address controlled with such private keys with or without your authorisation and may transfer any digital assets accessible through your Wallet or such blockchain address.

(c) We make no guarantees as to the price or value of any digital asset or Token on any secondary market, including the Optimex Supported Tokens.

(d) Support for the Sites, the Services and the Optimex Vaults may be modified or discontinued at any time. The Company reserves the right, at any time, in our sole discretion and without prior notice, to modify the Sites, the Services and the Optimex Vaults.

(e) In the event of a change to an underlying blockchain network, or other network disruption, resulting in a Fork of the existing blockchain into one (or more) additional blockchains, the Services may not support activity related to any new digital assets or Tokens created as a result of the Fork. In addition, in the event of a Fork, transactions on the network may be disrupted, including transactions involving the Optimex Vaults.

(f) Public blockchain networks may charge a Transaction Fee for engaging in a transaction on such networks. Such Transaction Fees fluctuate over time depending on a variety of factors, and are in addition to any Transaction Fees expressly referenced in Paragraph 4.2(d). You are solely responsible for paying all Transaction Fees and other fees (including Protocol Fees) associated with transactions you engage in or consummate while using the Services. You are also solely responsible for any other third-party fees that may be incurred in connection with your use of the Services.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS AND TO THE FULLEST EXTENT PERMITTED BY ALL APPLICABLE LAWS, YOU HEREBY AGREE:

(A) NO OPTIMEX PARTY SHALL BE LIABLE FOR ANY LOSS ARISING OUT OF, RELATING TO OR IN CONNECTION WITH YOUR USE OF THE SERVICES OR THE SITES, OR THE USE, RECEIPT OR HOLDING OF TOKENS BY YOU, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER LOSSES OF ANY KIND, IN TORT, CONTRACT OR OTHERWISE (INCLUDING LOSS OF REVENUE, INCOME OR PROFITS, OR LOSS OF USE OR DATA), ARISING OUT OF, RELATING TO OR OCCURING IN CONNECTION WITH YOUR USE OF THE SITES OR THE SERVICES, EVEN IF SUCH OPTIMEX PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES. ACCESS TO, AND USE OF, THE SITES AND THE SERVICES IS AT YOUR DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM;

(B) NO OPTIMEX PARTY SHALL BE LIABLE FOR ANY LOSS ARISING OUT OF YOUR FAILURE TO KEEP YOUR PRIVATE KEYS OR LOGIN CREDENTIALS TO YOUR WALLET SECURE OR ANY OTHER UNAUTHORISED ACCESS TO OR TRANSACTIONS INVOLVING YOUR WALLET;

(C) NOTWITHSTANDING THE FOREGOING PARAGRAPHS 9.1(A) AND 9.1(B), THE AGGREGATE LOSSES THAT ALL OPTIMEX PARTIES MAY COLLECTIVELY BE LIABLE FOR IN CONNECTION WITH YOUR USE OF THE SITES OR THE SERVICES (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION) SHALL BE LIMITED TO A MAXIMUM AMOUNT EQUAL TO THE AGGREGATE

PROTOCOL FEES PAID BY YOU TO THE OPTIMEX PARTIES FOR THE SERVICES IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE APPLICABLE CLAIM(S) FIRST AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT; AND

(D) YOU SHALL NOT ASSERT ANY CLAIMS, ACTIONS OR PROCEEDINGS OF ANY KIND OR NATURE AGAINST ANY OPTIMEX PARTY UNDER APPLICABLE LAWS UNLESS EXPRESSLY PERMITTED PURSUANT TO THESE TERMS.

9.2. To the fullest extent permitted by the Applicable Laws, you shall indemnify, defend, and hold each Optimex Party and its respective subsidiaries, related companies, affiliates, directors, officers, employees, agents, representatives, successors, and permitted assignees ("**Indemnified Persons**") harmless from and against any and all Losses (including reasonable legal fees incurred or those necessary or appropriate to successfully establish the right to indemnification) filed or incurred by any (i) Indemnified Person or (ii) other third party against any of the Indemnified Persons, in each case, that relate to, are in connection with or arise out of (a) your access and/or use of the Site and/or the Services, (b) any breach by you of any provision of these Terms; and/or (c) your violation of Applicable Laws. The relevant Indemnified Person reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to provide indemnification pursuant hereto, and you agree to cooperate in the defense of such claims. You agree not to settle any such matter without the prior written consent of the relevant Indemnified Person or Indemnified Persons. The relevant Indemnified Person will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

10. NO ASSIGNMENT

Subject to these Terms, only you and no other person shall have the right to any claim against any Optimex Party in connection with the Sites or the Services provided to you. You shall not assign, trade or transfer, or attempt to assign, trade or transfer, your right to any such claim. Any such assignment or transfer shall be void and shall not impose any obligation or liability on any Optimex Party to the benefit of such assignee or transferee.

11. INTELLECTUAL PROPERTY AND DATA RIGHTS

Except as expressly set forth herein, these Terms shall not entitle you to any intellectual property or data rights, including any rights relating to the use of, for any purpose, any information, image, user interface, logos, trademarks, trade names, internet domain names or copyrights of the Sites, the Optimex Vaults, the Services or any Optimex Party.

12. SURVIVING TERMS

Paragraphs 2 and 6 through 18 (including this Paragraph 12) hereto shall remain valid and in full force and effect notwithstanding any rescission or termination of these Terms. Without limiting the generality of the foregoing, any rights or obligations of the Parties in connection with any breach of these Terms accruing prior to, on or as a result of such termination or rescission shall continue to in full force and effect notwithstanding such termination or rescission of these Terms.

13. NO WAIVER

Any failure by any Optimex Party to enforce these Terms or to assert any right(s), claim(s) or causes of action against you under these Terms shall not be construed as a waiver of the rights of any Optimex Party to assert any such right(s), claim(s) or causes of action against you.

14. ENTIRE AGREEMENT

14.1. These Terms contain the entire agreement and the understanding among the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) in relation to the access and/or use of the Services or the Sites.

14.2. In the event that any Optimex Party discovers that you, in your access and/or use of the Sites and/or the Services, have engaged in any of the Prohibited Uses or any other unfair, excessive or abusive usage or conduct, the Optimex Parties reserve the right to take such actions as may be necessary, to the fullest extent possible under Applicable Laws, to protect any Optimex Party from any Loss.

15. TAXES

15.1. The use of Services and the Sites shall be exclusive of all taxes that are applicable to, arising from, or in connection to your use of the Services or the Sites, including your receipt and holding of Tokens in any jurisdiction (any such taxes, a "**Payable Tax**").

15.2. You shall be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities. You shall be solely liable for all Losses, penalties, claims, fines, punishments, or other liabilities arising from the non-fulfilment or non-performance to any extent of any of your obligations in relation to the Payable Tax.

15.3. No Optimex Party shall be responsible for, or responsible for determining, any Payable Tax attributable to you or declaring, withholding, collecting, reporting or remitting the correct amount of Payable Tax to any Governmental Authority.

16. GOVERNING LAW AND DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

16.1. These Terms and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of Seychelles.

16.2. Subject always to Paragraphs 7 and 9 of these Terms, any claim, suit, or dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally be resolved by arbitration in accordance with the arbitration rules of the Seychelles, before a panel of three (3) arbitrators. Each of the Parties hereby has the right to appoint an arbitrator, and the two (2) appointed arbitrators shall select the third arbitrator. The panel shall reach its decisions by a vote of a majority. Any claim shall be

brought individually on behalf of the person or entity seeking relief, not on behalf of a class or other persons or entities not participating in the arbitration and shall not be consolidated with the claim of any person who is not asserting a claim arising under or relating to this contract. The seat of arbitration shall be the Seychelles and the language of any arbitration shall be English. Judgment on any award rendered by the arbitrators may be entered by any court of competent jurisdiction.

16.3. **BY AGREEING TO THESE TERMS AND NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS PARAGRAPH 16 OR ANY OTHER PROVISION CONTAINED HEREIN, YOU HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) BROUGHT BY YOU OR ON YOUR BEHALF THAT RELATES TO OR ARISES UNDER OR IN CONNECTION WITH THESE TERMS OR THE PRIVACY POLICY CONTAINED ON THE SITES. YOU FURTHER WAIVE THE RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR OTHER COLLECTIVE ACTION THAT RELATES TO OR ARISES UNDER OR IN CONNECTION WITH THESE TERMS OR THE PRIVACY POLICY CONTAINED ON THE SITES.**

17. SEVERANCE AND PARTIAL INVALIDITY

17.1. If any of these Terms is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of these Terms shall continue to be valid and in full force and effect.

17.2. The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect these Terms' legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

18. COMPLAINTS HANDLING

18.1. We are committed to providing a high-quality level of service to all Users. We appreciate that, from time to time, things can go wrong or misunderstandings can arise. We are committed to dealing with queries and complaints in a clear, fair and timely manner. Where we are at fault, we aim to put things right at the earliest opportunity.

18.2. If you would like to leave a query or complaint with us, you may: (a) write to us via email at support@optimex.com with your Wallet address, contact information, details of your query or complaint and supporting documents (if any); or (b) raise a support ticket via our website at https://app.optimex.com/.

19. ELETRONIC COMMUNICATIONS

The communications between you and any Optimex Party may use electronic means, either through the Sites, electronic mail or by posting notices on the Sites. For contractual purposes, you: (i) hereby consent to receive communications from any Optimex Party in any electronic form; and (ii) hereby agree that all terms and conditions, agreements, notices, disclosures, and other communications that any Optimex Party provides to you electronically satisfies any legal requirement that would also be satisfied if such communications were to be via a physical copy. The foregoing shall not affect your non-waivable rights under any Applicable Law.

20. THIRD PARTY RIGHTS

These terms control the relationship between us and you. They do not create any third-party beneficiary rights other than as expressly stated herein.