

TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE OR ANY SERVICES OFFERED THROUGH THE WEBSITE.

These Terms of Use are entered into by and between you and CRXT LIMITED of 4 Claridge Court, Lower Kings Road, Berkhamsted, Hertfordshire, England, HP4 2AF, a private limited company created and existing under the laws of England ("Company", "we" or "us").

This Agreement will govern the use of the services provided through the Website <https://crex.net> (the "Website") operated by CRXT Limited (the "Services" or "Service").

Acceptance of the Terms of Use

Please read the Terms of Use carefully before you start to use the Website or any Service. These Terms of Use incorporate the Privacy Policy, the Cookie Policy, the KYC/AML Policy as well as any other policies published on the Website by reference. By using the Website or any Service or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and the policies published on the Website.

If you do not to agree to these Terms of Use and policies published on the Website, you must not access or use the Website and any Services.

DEFINITIONS

Account: means an account registered by the User on the Website.

Digital Asset: means digital representation of value (e.g. bitcoins, ethers, tokens or any other digital assets that are available for trade through the Website.

Fiat Currency: means any national currency.

Orders: means the User's instructions (including conditional ones) to buy or sell Digital Assets.

Trading Transaction: means transfer of Digital Assets among the Users

User (s), you, yours: means a person or an entity that uses the Services, agrees to follow the Terms of Use and is a holder of an Account.

1. COMPANY'S SERVICES

- 1.1. The Company provides Services through the Website allowing Users to trade Digital Assets.
- 1.2. The Company does not provide services for the trading of Digital Assets for Fiat Currency and vice versa and does not provide services for the trading of one Fiat Currency for another Fiat Currency.
- 1.3. You acknowledge and agree that the Company does not act as a financial advisor, does not provide investment, tax or legal advice, and any communication between the User and the Company cannot be considered as an advice.

2. REGISTERING AS A CUSTOMER

- 2.1. When applying to become a customer to use the Services, you will be asked to create your individual User account ("Account") which will include a username and password.

- 2.2. You may only open one Account, and you acknowledge that multiple or linked accounts are not allowed.
- 2.3. You further agree that you will not use any Account other than for your own use or access the Account of any other registered user at any time or assist others in obtaining unauthorized access.
- 2.4. By registering with us, you agree to provide us with current, accurate, authentic, and complete information about you, which may include without limitations, first, middle and last name, date of birth, citizenship, Passport / ID / Driving license number, address. We may request additional information as necessary, including in the event of any suspicious activity related to your Account.
- 2.5. We may verify your details, at any time, by requesting certain documents from you. These documents may typically include copy of your national identity document, passport and/or driver's license, proof of residence (for example, a recently issued utility bill, internet/cable TV/house phone line bills, bank statement, tax returns, council tax bills, the government issued certifications of residency).
- 2.6. We may also perform further background checks on you and request any relevant documentation from you for any reason related to your use of the Services and/or as supporting evidence for any information you provide.
- 2.7. You acknowledge that in order to conduct such verification process and/or background checks, we may perform inquiries, directly or indirectly through third party service providers in the attempt to prevent misidentification, fraud, suspicious activity, money laundering or any other forbidden activity, and may take actions with respect to the outcome of such inquiries, as we deem necessary. You hereby provide us with your authorization for such inquiries, including with respect to a query of your account information.
- 2.8. Please refer to our Privacy Policy for information about how we collect, use and share your information.
- 2.9. If you are registering to use the Services on behalf of a legal entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf.
- 2.10. The Company may, at any time, and in its sole discretion, deny you the option to open an Account, limit the Account that you may establish and maintain, or suspend any transaction pending our review of any information submitted by you.

3. ACCOUNT ELIGIBILITY

- 3.1. No part of the Services is directed to persons under the age of 18. You must be at least 18 years of age to access and use the Services. You must have capacity to enter into legally binding contracts.
- 3.2. The Services are NOT addressed to Users who have their registered office or place of residence and/or citizenship of the United States of America.
- 3.3. We may not make the Services available in all markets and jurisdictions and may restrict or prohibit use of the Services from certain jurisdictions by determining the list of restricted locations.
- 3.4. Using the Services may be prohibited or restricted in certain countries. If you use the Service, you are responsible for complying with the laws and regulations of specific jurisdiction that may be applicable to you in connection with the use of Services.
- 3.5. If you do not meet these eligibility requirements, do not use our Services.

4. USING THE SERVICES

- 4.1. Your Account is for your personal use only, and not for the use or access by any third party. In any event, you are fully responsible for all acts or omissions of any third party accessing and/or using your Account.
- 4.2. You acknowledge that you are responsible for maintaining the strict confidentiality of your Account information, including your password and for all activity and transactions that are posted to your Account. You understand that any compromise of your login information may expose your Account to unauthorized access by third parties which may result in loss or theft of Digital Assets from your Account.
- 4.3. You are required to notify us immediately of any unauthorized use of your Account or password, suspected compromise of your login information, or any other breach of security by email, addressed to support@crex.net
- 4.4. You agree that you will not use the Services to perform criminal activity of any sort, including but not limited to, money laundering, illegal gambling operations, terrorist financing, market abuse, or malicious hacking. In addition, you warrant not to use methods to conceal the location from which you access the Website and that you will disclose to the Company your accurate and true location.
- 4.5. Once your Account has been opened you will have a digital wallet accessible through the Website. Company adopts appropriate practices and security measures to protect your wallet and your information from unauthorized access.
- 4.6. In order to place an Order or effect a Trading Transaction, you must first transfer Digital Assets to your Account.
- 4.7. You hereby represent and warrant that any Digital Assets transferred to your Account are owned by you legally and beneficially and derived from legal source.
- 4.8. The use of Services is subject to a limit on the volume you may transact or transfer in a given period (e.g. daily). Your transaction limits may vary depending on your verification steps you have completed and other factors. We reserve the right to change applicable limits as we deem necessary.
- 4.9. You may only cancel an Order if such cancellation occurs before the Trading Transaction has been completed. Once your Order has been executed, you may not change, withdraw or cancel your authorization to complete such Trading Transaction.
- 4.10. You acknowledge that the Company will not be liable for any error with respect to the instructions you provide, including without limitation erroneous wallet address. You assume all liability for any losses incurred if you send a Digital Asset to an incorrect address.
- 4.11. The Company reserves the right to suspend all or part of the Account, as well as to freeze the balance of any Account, if the Company has reason to believe that the Account was used in violation of the Terms of Use and / or applicable law.
- 4.12. The Company reserves the right at any time and in sole discretion, limit the withdrawal and/or input of certain Digital Assets.
- 4.13. We may, at any time and in our sole discretion, refuse any Trading Transaction, impose limits on the trade amount permitted or impose any other conditions or restrictions upon your use of the Services without prior notice. You agree that you will not hold the Company liable for any loss resulting from rejected and/or restricted transactions.
- 4.14. The Company makes no guarantee regarding the amount of time it may take to complete any transfer of Digital Assets. The timing for completing each transfer will depend on a variety of factors, including third party actions that are outside the Company's control, confirmation of the transaction on the underlying blockchain or network and other factors.
- 4.15. The Company reserve the right to vary the Services, suspend the Services or cancel the Services at any time without prior notification. You agree that you will not hold the Company

liable for any losses suffered by you resulting from any modification of any Services or from any suspension or termination of your access to all or a portion of any Services.

- 4.16. The Company may use the services of third-party service providers. The Company is not responsible and does not assume any liability whatsoever for acts, errors or omissions of any third-party service provider.
- 4.17. Content, websites, and other materials provided by third parties (“third-party content”) may be displayed, linked to, or otherwise made available through the Services. The Company does not control, endorse, or adopt any third-party content and will have no responsibility for third-party content, including without limitation material that may be misleading, incomplete, erroneous, offensive, or otherwise objectionable. The Company is not responsible or liable for any loss or damage of any sort incurred as the result of any correspondence or business dealings between you and any third party. Your use of third-party content, and your interactions with third parties, is at your own risk.
- 4.18. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through our Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.
- 4.19. You agree to receive promotional and/or informational emails from us to the email address you provided in your Account. Such emails will be cancelled upon your request using the "unsubscribe" option presented in any such email, when applicable.

5. FEES

- 5.1. In consideration for the use of the Services, you agree to pay to Company the fees, as set forth in our fee schedule displayed on the Website (“Fee Schedule”), which Company may revise or update in its sole discretion from time to time. Any change to our Fee Schedule will be posted for at least 10 (ten) calendar days before it takes effect.
- 5.2. You authorize the Company to deduct any applicable fees from your Account. If you have an insufficient amount of Digital Assets in your Account to complete the Trading Transaction, we will cancel the entire Order.
- 5.3. You agree at all times to maintain a sufficient balance in your Account to meet any relevant withdrawal fees. We reserve the right to refuse to facilitate withdrawals of Digital Assets which fall below any applicable withdrawal fee.

6. ACCOUNT CLOSURE

- 6.1. You may terminate this Agreement and close your Account at any time. You agree and understand that closing an Account will not affect any rights and obligations incurred prior to the date of Account closure. You may be required to either cancel or complete all open Orders and, in accordance with the provisions of this Terms of Use, provide transfer instructions of where to transfer Digital Assets remaining in your Account. You are responsible for any fees, costs, expenses, charges, or obligations (including, but not limited to, attorney and court fees or transfer costs of Digital Assets) associated with the closing of your Account. In the event that the costs of closing of your account exceed the value in your Account, you will be responsible for reimbursing us.
- 6.2. The Company reserves the right to close unverified Accounts or Accounts that have been inactive for a period of 2 (two) years or more. The Users agree that the Company will not be liable for closing of their Accounts and for any loss resulting from closure of Accounts.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. The Website and any Services and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by us, our licensors or other providers and owners of such material and are protected by copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.
- 7.2. These Terms of Use permit you to use the Website and the Services for your personal, noncommercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website and any Services.
- 7.3. No right, title or interest in or to the Website or any Services or any content on the Website or any products is transferred to you, and all rights not expressly granted are reserved by us.

8. RISKS

- 8.1. You confirm that the risks associated with the use of the Website and the Services, are acceptable by you, taking into account your objectives and financial capabilities.

Market risks

- 8.2. You acknowledge that trading operations with Digital Assets involve significant risk. Rate can fluctuate on any given day. Because of such rate fluctuations, you may gain or lose value of your Digital Assets at any given moment. Any Digital Asset may be subject to large swings in value and may even become absolutely worthless. You may sustain a total loss of the Digital Assets transferred to your Account.
- 8.3. Under certain market conditions, you may find it difficult or impossible to buy or sell Digital Assets. This can occur, for example, if there is insufficient liquidity in the market. The Company is not and shall not be responsible or liable for the transferability, liquidity and/or availability of Digital Assets.

Credit risks

- 8.4. We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any Digital Assets that you may purchase or sell to or from a User. We are not responsible for ensuring that a third-party buyer or a seller you transact with is authorized to complete a Trading Transaction. There is also no guarantee fund established or other arrangement in place to cover or compensate you for any loss suffered by you as a result of any defaults by or the insolvency of any other User.

Operational risks

- 8.5. You agree and understand that software, networks, protocols, systems and other technology (including, if applicable, any blockchain) used to administer, create, issue, transfer, cancel, use or transact in any Digital Assets may be vulnerable to attacks on its security, integrity or operation.
- 8.6. You agree and understand that the underlying protocols of Digital Assets are subject to changes in operating rules (each a "Fork") that may result in more than one version (each, a "Forked Network") of Digital Assets associated with each Forked Network. You further agree and understand that that Forks may materially affect the value, function, and/or name of the Digital Assets you hold on Account.
- 8.7. In the event of a Fork, you agree and understand that we may temporarily suspend the operations of Services (with or without advance notice to you) while we and our third-party service providers choose, in our sole discretion, except as described herein, which Forked

Networks to support. You agree and understand that in our best estimation we are unlikely to support most Forked Networks and that the Digital Assets of most Forked Networks will likely not be made available to you and the Digital Assets will become the property of the Company without explicit acceptance agreement.

- 8.8. The Company reserves the right to delist any Digital Asset from the Website for any reason.
- 8.9. You understand and acknowledge that for various reasons your Account and balances within Account can become temporarily suspended and may not be accessible to you.
- 8.10. There may be additional risks, which have not been disclosed in these Terms of Use. You acknowledge and agree that you access and use the Website and Services at your own risk.

9. DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website of any Service will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR THROUGH ANY SERVICE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITES LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE RELATED TO OR ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF WARRANTIES OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU IN THEIR ENTIRETY, BUT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. LIMITATION ON LIABILITY

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, OR ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITES OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW WHICH MAY INCLUDE FRAUD.

11. INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of (i) breach by you of the Terms of Use; (ii) your use of the Website or Services or use by any other person accessing the Website or the Services using your user identification, whether or not with your knowledge and/or authorization; or (iii) any violation by you of any law, rule, regulation, or the rights of any third party.

12. CHANGES TO THE TERMS OF USE

- 12.1. The Company reserves the right to amend, modify, update and change Terms of Use for a number of reasons, including commercial, legal (to comply with new laws or regulations) or customer service without prior notice. The most up-to-date Terms of Use and their effective date are available on the Website. The Company will notify the User of any such amendment, modification or change by publishing the new version of the Terms of Use on the Website. It is your responsibility to make sure that you are aware of the current terms and conditions of the Terms of Use and the Company advises you to check for updates on a regular basis.
- 12.2. In the event that the User does not agree with any change, the User's sole and exclusive remedy is to terminate the use of the Services and close the Account. You agree that the Company shall not be liable to you or any third party as a result of any losses suffered by any modification or amendment of these Terms of Use.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1. All matters relating to the Website, Services and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including noncontractual disputes or claims), shall be governed by and construed in accordance with the laws of England without giving effect to any choice or conflict of law provision or rule (whether of England or any other jurisdiction).

13.2. Any dispute arising out of or in connection with these Terms of Use, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the LCIA, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitration shall be English. We retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts, unless the prevailing legislation allows otherwise (and then only to the extent allowed under such prevailing legislation).

14. WAIVER AND SEVERABILITY

14.1. No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

14.2. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

15. YOUR COMMENTS AND CONCERNS

15.1. All feedback, comments, requests for technical support and other communications relating to the Website or to any Service should be directed to: support@crex.net