

TECH HY VC Terms of Use

Terms of Use

TECH HY SDN. BHD (the "Company" or "TECH HY" or "TECH HY VC" or "TECH HY Venture Club" or "techhy.me")

THIS IS AN IMPORTANT DOCUMENT. PLEASE READ IT CAREFULLY.

These Terms of Use constitute the terms and conditions of the website. The Terms of Use will govern your use of the website, and you should therefore take some time to read this document carefully.

1. General

1.1. These Terms of Use regulate the business activity of TECH HY SDN. BHD, a company registered at D-1-5, FIRST FLOOR, BLOCK D SEKITAR26 ENTERPRISE PERSIARAN HULU SELANGOR SEKSYEN 26 40400 SHAH ALAM SELANGOR MALAYSIA (hereafter referred to as "techhy.me", "Ourselves", the "Website", "We", and "Us", "Company", "TECH HY Venture Club") refers to "techhy.me" (the "Website").

1.2. These Terms of Use regulate the activities of the Company and the User of the Services (hereinafter referred to as: "Client", "You", "Yours", the "Customer" and/or the "User").

1.3. Access to the service by the User is made by visiting the techhy.me website to either use the Service or otherwise to learn more about the Company and its services. By using the Service provided on the Website, the User acknowledges and accepts the Terms of Use hereafter described.

1.4. The User should read and accept the Terms of Use outlined on this page prior to using the Services provided by the Website. The User is not allowed to use the Service provided by techhy.me unless he accepts the Terms of Use as outlined.

1.5. If any provision of this Terms of Use is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

1.6. IMPORTANT NOTICE: ACCESSING, PURCHASING OR USING THE WEBSITE MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS AND USERS' ACTIVITIES MAY BE SUBJECT TO LEGAL INVESTMENT LAWS AND REGULATIONS OR REVIEW OR REGULATION BY CERTAIN AUTHORITIES. IN PARTICULAR, THE APP IS NOT A REGISTERED EXCHANGE UNDER SECTION 6 OF THE UNITED STATES SECURITIES EXCHANGE ACT OF 1934 OR AN ALTERNATIVE TRADING SYSTEM APPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") FOR THE PURPOSES OF SEC REGULATION ATS ON REQUIREMENTS FOR ALTERNATIVE TRADING SYSTEMS ("REGULATION ATS") AND IS NOT EXEMPT FROM THE REQUIREMENTS OF REGULATION ATS. IN ADDITION, THE APP HAS NOT BEEN OR WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. CONSEQUENTLY, THE APP MAY NOT BE ACCESSED OR USED BY OR OTHERWISE OFFERED, SOLD, DELIVERED OR TRANSFERRED WITHIN THE UNITED STATES OR TO OR FOR THE ACCOUNT OR BENEFIT OF ANY U.S. PERSONS AS SUCH TERMS ARE DEFINED IN REGULATIONS UNDER THE SECURITIES ACT OR TO ANY U.S. CITIZENS (AS DEFINED IN 8 U.S.C. SUBCHAPTER III) OR ANY U.S. PERSONS (AS DEFINED IN 17 C.F.R S230.902(K)). PRIOR TO ACCESSING, PURCHASING OR USING THE APP, YOU MUST INFORM YOURSELF OF AND OBSERVE ANY RESTRICTIONS APPLICABLE TO YOU. A FAILURE TO COMPLY WITH APPLICABLE RESTRICTIONS

MAY CONSTITUTE A VIOLATION BY YOU OF THE LAWS AND REGULATIONS IN YOUR JURISDICTION.

2. User Acknowledgement of Terms of Use

2.1. By using the Website and/or the Service provided by TECH HY VC, the User hereby agrees to the Terms of Use of TECH HY VC as outlined on this page. The User acknowledges that the Company and its affiliations, or TECH HY Venture Club may adapt these Terms of Use whenever and wherever they see fit. If you continue to use techhy.me service after we post changes to these Terms of Use, you are signifying your acceptance of the new terms.

2.2. The User acknowledges that the Company may restrict User access to the Website in the form of service termination or service suspension, or otherwise the prohibition of the User from entering the Website or accessing any contents of the Website. The User acknowledges that the Company may restrict access should the Company and its affiliations, or techhy.me reasonably perceive that the User is in violation of the Terms of Use or Privacy Policy found on the Website.

2.3. Upon customer's request, the techhy.me account can be deleted. However, any associated published content will remain on the site. We believe that once content was published, it becomes part of the communal knowledge and should stay that way. This policy prevents users from keeping only their best content public, thus keeping everyone honest with themselves and gives others confidence in the public reputation.

2.4. You agree that techhy.me may, without prior notice, immediately terminate, limit your access to or suspend your techhy.me account, any associated e-mail address, and access to the techhy.me Services. Cause for such termination, limitation of access or suspension shall include, but not be limited to:

- 2.4.1. Breaches or violations of the Terms of Use or other incorporated agreements or guidelines.
- 2.4.2. Requests by law enforcement or other government agencies.
- 2.4.3. Discontinuance or material modification to the techhy.me Services (or any part thereof).
- 2.4.4. Unexpected technical or security issues or problems.
- 2.4.5. Extended periods of inactivity.
- 2.4.6. Engagement by you in fraudulent or illegal activities.

2.5. You agree that all terminations, limitations of access and suspensions for cause shall be made in techhy.me's sole discretion and that techhy.me shall not be liable to you or any third party for any termination of your account, any associated e-mail address, or access to the techhy.me Services.

2.6. The Company and the User, separately, may sometimes be referred to as the "Party" and jointly as the "Parties" in the following agreement.

2.7. You confirm that you are able to read in English and that your level of English is sufficient to understand the meaning of the terms contained in the English version of the Terms and the Execution-Only Mandate Agreement as well as all the commitments, warranties, waivers and obligations contained in the English version of these Terms and the Execution-Only Mandate Agreement applicable to you. You hereby consent that you will not hold the Company liable for any losses or damages which result from the lack of understanding of these Terms.

3. Scope of Services

3.1. This Agreement shall establish the conditions and procedure for the provision of Company Services to the User. The Company's services shall mean the provision of access to an online money transfer platform based on Internet and/or blockchain technologies and offered via techhy.me websites, mobile applications, clients and other forms (including new ones enabled by future technological development) as well as use the platform for any other reason that is deemed legal in the jurisdiction of the User.

3.2. Acceptance of the terms and conditions of this Agreement at the time of visitation of the website shall mean the User's full and unconditional consent to the terms and conditions hereof.

3.3. The Service provided by the Company allows the User to transfer Currency through access to our Website.

3.4. You agree to pay techhy.me the applicable fees. techhy.me may, in its discretion, update the fees at any time. Any updated fees will apply to any sales or other Transactions that occur following the effective date of the updated fees. You authorize techhy.me to deduct from your account any applicable fees that you owe under these Terms. The User shall not need to pay additional fees directly to the Company, unless otherwise provided by these Terms.

3.5. To be eligible to use the techhy.me Services, you must be at least 18 years old. Your eligibility to access certain techhy.me Services also depends on the country in which you reside. Before using, learn about possible restrictions in accordance with the laws of your residence country.

3.6. Important note: techhy.me does not accept any users in the USA, Canada and Georgia (residents and citizens).

3.7. If you are travelling to any of these countries, you acknowledge that our services may be unavailable and/or blocked in such countries. techhy.me reserves the right to impose additional requirements or conditions before accepting users residing in or from specific countries in its sole discretion. techhy.me reserves the right at any time to suspend or refuse to provide the techhy.me Services for users from these countries, detected by verification documents provided by user, or by using the public data of personal communication device and IP address of the user's connection, without explaining the reasons and the possibility of challenging the decision.

3.8. You acknowledge and agree that by clicking the "I agree" button or similar buttons or links as may be designated by techhy.me to show Your approval of any foregoing texts, the use of the Services (as defined below), you are entering into a legally binding contract. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through our websites and platforms. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

3.9. The risk of loss in trading or holding Digital Currency can be substantial. You should therefore carefully consider whether trading or holding Digital Currency is suitable for your financial condition.

3.10. techhy.me services is an online environment to purchase THVC and THVG tokens (each a "techhy.me token" and collectively "techhy.me tokens") for US dollars, British pounds sterling, Swiss franc and other fiat currencies or cryptocurrencies. techhy.me tokens are not money, electronic money, security, legal tender, are not backed by the government, and are not monetary instruments. They are also not stored value or currency. Once you have THVC and THVG tokens, you can store it on third-party wallet that supports techhy.me protocol, trade it, exchange it, like-kind exchange, barter it, or use it to transfer to another wallet, or redeem it for the respective fiat currency backing the tokens on the techhy.me Services.

3.11. You can't store THVC token on third-party wallet that supports techhy.me protocol. You can trade it or exchange it, like-kind exchange, barter it only in techhy.me environment (on the techhy.me Services). You can't transfer THVC token to another wallet, and can't redeem it for the respective fiat currency backing the tokens on the techhy.me Services.

3.12. THVG token is not backed by real assets. This is a crypto token with a nominal value of 1 vote for use exclusively in the techhy.me environment and providing access to the techhy.me DAO or use as a payment tool in techhy.me Services.

3.13. The Company itself does not guarantee any right of redemption or exchange of techhy.me tokens for fiat currency.

3.14. techhy.me reserves the right to refuse to issue or redeem techhy.me tokens, without limiting the generality of the foregoing, if any act, conduct, transaction, omission, or misrepresentation, or the party requesting the issuance or redemption, violates, attempts to violate, causes, aids, or abets the violation of any applicable laws, statutes, ordinances, or regulations; is suspected or believed to be blocked property, frozen assets, or economic resources, or the proceeds of any crime, terrorist financing, or corruption related to any person or government official under any applicable laws; or exposes the techhy.me to sanctions, restrictions, or penalties.

3.15. In order to use any of the techhy.me Services, you must first register by providing your full name, E-mail address, password, and affirming your acceptance of this Agreement. techhy.me may, in our sole discretion, refuse to allow you to establish a techhy.me Account or limit the number of techhy.me Accounts that a single user may establish and maintain at any time.

3.16. In order to use certain features of the techhy.me Services, including certain transfers of Digital Currency, you will be required to provide techhy.me with certain personal information, including, but not limited to, your full name, address, phone number, E-mail address, date of birth, taxpayer identification number, government identification number, and information regarding your bank account (e.g., financial institution, account type, routing number, and account number). In submitting this or any other personal information as may be required, you verify that the information is accurate and authentic, and you agree to update techhy.me if any information changes.

3.17. You hereby authorize techhy.me to, directly or through third parties, make any inquiries we consider necessary to verify your identity and/or protect against fraud, including to query identity information contained in public reports (e.g., your name, address, past addresses, or date of birth), to query account information associated with your linked bank account (e.g., name or account balance), and to take action we reasonably deem necessary based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests.

4. Representations and Warranties

4.1. The Company has no control over any Currency listed on the Website.

4.2. The Company shall not be liable for the generation, distribution, redistribution, expiration, retention, or termination specific to any Currency listed on the Website.

4.3. The Company has no control over the volatility of any Currency listed on the Website.

4.4. The Company shall not provide any warranties (either expressed or implied) to the User.

5. Information on Exchange Rates

5.1. Information and exchange rates presented on the Website are done so based on data provided by external exchanges. The User understands and agrees that techhy.me is not liable for miscommunication of actual exchange rates as

presented on the Website. Information and content provided on the Website are presented "as-is" and "as-available" at any given time the User accesses the Website.

5.2. The User fully acknowledges that using any of the Company's Services, trading with Currencies is at the User's own risk. The User hereby fully acknowledges the risk factors involved in trading Currencies as facilitated through techhy.me as an intermediary party for any of the listed Currency exchanges. Risk factors include the partial or full loss of valuation of the User's Currency funds, whereby the Company expressly declares that techhy.me offers no warranty in any form regarding the use of the Website, the Service offered through the Website, the related Exchanges listed on the Website, or funds of the User.

5.3. All parties of the Company and techhy.me strive to provide the User with an uninterrupted service. The Company and techhy.me cannot guarantee that access to this Website and the provided Service will not be interrupted. The Company does not guarantee that there will not be any failure, interruption, or error of service. The Company strives to provide an uninterrupted level of Service without failure or loss of data.

5.4. The Company reserves the right to suspend the Website or Service provided by the Website in case of maintenance.

5.5. In the event of maintenance, the Company strives to alert the user with reasonable notice. Reasonable notice is considered as determined by the Company at its sole discretion.

5.6. Users of this website agree that the trading of any type or form of Currency must adhere to the laws of their country of citizenship or residency.

5.7. Should the User ignore law as ascribed by their nation of citizenship, or should the User partake in any activity deemed illicit by the law of their nation of

residence, techhy.me and the Company are not liable for any legal ramifications the User may face.

5.8. techhy.me and all affiliations of the Company are not and cannot be held responsible for any violation of law. It is the responsibility of the User to know and understand potential legal ramifications of trading Currency in any way or form. The User must follow the laws of their country of residence from which techhy.me and the offered Service is accessed.

6. Risk Acknowledgement

6.1. The value of any currency is volatile, the value can go up or down at any time and there can be a substantial risk that you lose money buying, selling, holding, or investing in currency and techhy.me tokens. Purchase, sell, or exchange currency and techhy.me tokens at your own risk and in compliance with all legal regulations emplaced in your country of residence. The Company shall not be liable for any legal risk the User may be exposed to when buying, selling, or exchanging Currency or techhy.me tokens.

6.2. Currencies and techhy.me tokens have inherent risk attached to them. Price fluctuations may cause your initial valuation to drop in value prior to or after your transaction is facilitated by techhy.me, its affiliations, or an unaffiliated Virtual exchange. When a User uses our Service, they acknowledge that the Company, techhy.me, Our rendered Service, and any other affiliations of the Company are not liable for fluctuations in value of any type of Currency and techhy.me tokens.

6.3. Online money transfer may not be regulated in your jurisdiction and any protection may not be applied to the purchase or sale of currency.

6.4. You should carefully consider whether the trading of currency and techhy.me tokens is suitable for you in light of your own financial condition and circumstances.

6.5. We do not own or control the underlying software protocols which govern the operation of currency, generally, the underlying software protocols are 'open source', and anyone can use, copy, modify, and distribute them. We do not assume any responsibility for the operation of underlying software protocols and are not capable to guarantee its functionality, security, or availability. You acknowledge and accept the risk that underlying software protocols relating to any currency and techhy.me tokens you store in your currency wallet may change.

7. Trading Currency and techhy.me Tokens

7.1. The use of techhy.me, our Website, and the provided Service entail risks inherent in Currency and techhy.me tokens trading.

7.2. All forms of Currency and techhy.me tokens are volatile, which may or may not affect the value of a trade you commit to when using the Company's Service or an external Currency exchange. When a User uses the Service provided by techhy.me, the User acknowledges that the Company, techhy.me, the Service, and any affiliations of the Company are not liable for any Currency market fluctuations that may or may not affect the final value of your conversion.

8. Exchange Services

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

8.2. After successfully completing the verification procedures, you may purchase supported Digital Currency and techhy.me tokens by linking a valid payment method. You authorize techhy.me to initiate debits from your selected payment method(s) in settlement of purchase transactions. Exchange Fee (defined below) applies to all purchase transactions. Although techhy.me will attempt to deliver supported Digital Currency and techhy.me tokens to you as promptly as possible, funds may be debited from your selected payment method before Digital Currency or techhy.me tokens is delivered to your techhy.me Wallet. We will make best efforts to fulfill all transactions, but in the rare circumstance where techhy.me cannot fulfill your purchase order, we will notify you and seek your approval to fulfill the purchase order at the contemporaneous Buy Price Exchange Rate. To secure the performance of your obligations under this

Agreement, you grant to techhy.me a lien on and security interest in and to the balances in your account.

8.3. After successfully completing the verification procedures, you may sell supported Digital Currency by linking a valid payment method. You authorize techhy.me to debit your techhy.me Wallet and initiate payments to your selected payment method(s) in settlement of sell transactions. An applicable Exchange Fee (defined below) applies to all sale transactions. Your receipt of funds will depend on the payment type and may take up to three or more business days.

8.4. Each Exchange Service transaction is subject to a fee (an "Exchange Fee"). The applicable Exchange Fee is displayed to you on the techhy.me Site prior to you completing an Exchange Service transaction. techhy.me will not process a conversion transaction if the Exchange Fee and any other associated fees, such as wire transfer fees, would exceed the value of your transaction. Payments using other methods not described below, such as wire (if permitted), are subject to different transaction fees disclosed to you before you authorize the transaction. The availability of each Payment Method depends on a number of factors, including but not limited to your location, the identification information you have provided to us, and limitations imposed by third-party payment processors. techhy.me reserves the right to adjust its Exchange Fees and any applicable waivers at any time. We will always notify you of the Exchange Fee which applies to your transaction, both at the time of the transaction and in each receipt we issue to you.

8.5. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful or if your payment method has insufficient funds, you authorize techhy.me, in its sole discretion, either to cancel the transaction or to debit your other payment methods, including techhy.me balances or other linked accounts, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or

sufficient credit limits in order to avoid overdraft, insufficient funds, or similar fees charged by your payment provider.

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

8.7. techhy.me may use a third-party payment processor to process any payment between you and techhy.me, including but not limited to payments in relation to your use of the Exchange Service or add funds or withdrawals from your Digital Currency Wallet.

8.8. The Website is not an exchange (centralized or decentralized), nor an organized or multilateral trading facility or a trading venue and the Company is not acting as a broker/dealer or as a financial advisor to the Users. For the avoidance of doubt, the Company, through the Website and the Execution Interface solely Executes your Orders on Exchanges. The Company does not provide investment, tax, or legal advice, nor does it act as a broker or dealer on behalf of its Users.

8.9. By making available the Website and the Execution Interface, the Company only intervenes as a technological provider which carries out the Execution of Orders on behalf of User(s) allowing the User to make use of the Execution Interface to have the best Transaction Price possible for a Transaction, on a best

effort basis. You understand that any documentation and publication made available on the Website, as well as any notifications made on or through the Website or on or through the Website with regards to the Services provided by the Company are also binding with regards to your activity on the Website.

8.10. When We Execute a Transaction based on your Orders, we are not able to assess, whether the Transactions you make are compatible with your necessities and therefore, you are responsible for your use of the Digital Assets as well as for your use of proceeds or for your use of the Token Swap including whether it meets your needs or objectives.

8.11. All Transactions are Executed automatically subsequent to the User setting the parameter of the Orders and in accordance with execution procedures which are operated by the Company. By clicking "Confirm", you are instructing the Company to use the Digital Assets within your Wallet to carry out the Execution of Orders.

8.12. The User is solely responsible for determining whether any Transaction or the Order(s) placed through the Execution Interface, as well as the investment or the investment strategy is/are appropriate, suitable, adapted to his/her financial situation, personal objectives, financial circumstances, and risk tolerance. The User should consult a legal, financial or tax professional regarding his/her specific situation before placing any Order through the Execution Interface within the Website.

8.13. The User acknowledges and agrees that the Company is not offering to Users any Yield Programs on its own behalf, but solely acts as technology provider and gateway to allow Users to collect yields provided by third party service providers.

8.14. Company may discontinue or change any service or feature on techhy.me at any time without notice.

9. Rights to Content

9.1. Website content of which include, but may not be limited to, the company logo, techhy.me logo, Website text and proprietary code, are property of the Company and under copyright, trademark, and other forms of legal protection.

9.2. Usage of Assets are prohibited unless specified otherwise. Use of content is allowed for non-commercial purposes, of which includes personal and/or informational use. Use of content is allowed for purpose of press releases and general information for the public sphere.

9.3. As a User you agree to not republish, upload, post, retransmit, or scrape data present on the Website. Violation of copyright, trademark, or other forms of legal protection will result in countered legal action from the appropriate legal entity representative of the Company.

9.4. Unless otherwise noted, all right, title and interest in and to techhy.me, and all information made available through techhy.me or its Services, in all languages, formats and media throughout the world, including all copyrights and trademarks therein, are the exclusive property of techhy.me, its affiliates or its Data Providers.

9.5. You may not use any data mining, robots, or similar data gathering and extraction tools on the Content, frame any portion of techhy.me or Content, sublicense, assign, transfer, sell, loan, or otherwise distribute for payment the Content.

9.6. You may not circumvent any mechanisms included in the Content for preventing the unauthorized reproduction or distribution of the Content.

9.7. Except as otherwise expressly permitted by the preceding paragraph, you agree not to sell any of the services or materials in any manner or for any purposes without the prior express written consent of techhy.me and/or the data providers. In addition, you shall not, without the prior express written consent of techhy.me and the relevant data providers, make copies of any of the software or documentation that may be provided, electronically or otherwise, including, but not limited to, translating, decompiling, disassembling or creating derivative works.

9.8. techhy.me grants all users of techhy.me and all other available versions of the site to use blog posts and other publications from techhy.me public blog page only on the condition that techhy.me attribution must be clearly visible at all times that such products are used. Attribution shall include any mentioning of and a reference to techhy.me, including but not limited to those described herein.

9.9. Use of techhy.me charts during video or other promotions where techhy.me attribution is not visible has to include a description of the product used therein. For instance: "Charting platform used for this analysis is provided by techhy.me", or simply "Charts by techhy.me", font size should not be lower than 10 PT = 13PX = 3.4MM.

9.10. You may not use any of techhy.me products outside the techhy.me website without our prior written consent. Use of any content from techhy.me public blog without a proper attribution of techhy.me is not allowed. Users that do not follow attribution rule herein may be banned permanently, and other legal actions may be taken to ensure compliance, including but not limited to cease-and-desist warnings, court orders, injunctions, fines, damages relief and so forth.

10. External Content

10.1. The Website may access external APIs not owned by the Company and/or provide links, resources, or references to other websites (defined as "External Content") of which the Company and its affiliations have no control over. The Company strives to access and/or suggest only useful and beneficial External Content for the User. By using the Service, the User acknowledges that the Company has no control over said External Content.

10.2. The Company and its affiliations are not held accountable in the event of malpractice on any of these External Contents. The company and its affiliations cannot be held accountable for the uptime, availability, or content present on any External Content.

10.3. The User is therefore strongly advised to examine the Terms of Use of each External Content. The User is liable for the use, misuse, or error of services provided either directly by the External Content or facilitated use of the External Content through the Service provided by the Company.

10.4. techhy.me sites and services may include links to third party websites. Some of these sites may contain materials that are objectionable, unlawful, or inaccurate. You agree that techhy.me shall not be held liable for any trading activities or other activities that occur on any website you access through links on techhy.me. We provide these links as a convenience, and do not endorse the content or services offered by these other sites. Any dealings that you have with advertisers found on techhy.me are between you and the advertiser and you acknowledge and agree that we are not liable for any loss or claim you may have against an advertiser.

10.5. Unauthorized soliciting on techhy.me is strictly prohibited and may result in penalties, including but not limited to, temporary or permanent bans of the account found in violation, and any appropriate and available legal action for monetary and other damages.

11. Rights and Obligations of the Parties

11.1. The Company reserves the right to enhance due diligence measures and KYC procedures if it deems such procedures necessary in order to establish a business relationship with the User. The methods of such due diligence procedures shall be established at the Company's own discretion. The Company reserves the right to stop any negotiations or the provision of any services if the User shall not pass the KYC and due diligence procedures.

11.2. Rights and obligations of the User:

- 11.2.1. The User agrees to comply with the rules of this Agreement.
- 11.2.2. The Company shall provide to the User round-the-clock access to the Website and the Services.
- 11.2.3. The Company shall have the right to check and pre-moderate the Information disclosed by the User.
- 11.2.4. The Company may suspend the operation of the Website and/or the Service, as well as hardware and software that ensure interaction between the Parties under this Agreement, in the event of any significant malfunctions, errors or failures, and for the purpose of preventive maintenance and prevention of unauthorized access.
- 11.2.5. The Company shall notify the Users of any changes in the Terms of Use by publishing the latest version hereof on the Website.
- 11.2.6. The User shall further provide reliable information when using the techhy.me Services.
- 11.2.7. The User shall not reproduce, duplicate, copy, sell or resell, or use any services or parts of the Service for any commercial purposes without the Company's written consent.
- 11.2.8. Users may in some cases obtain access to the service via API by connecting automatically.
- 11.2.9. The User shall obtain access to the Website using his/her Authorization Data only from one device at a time.

- 11.2.10. The User shall independently and in a timely manner familiarize himself/herself with the Information regarding change in the terms and conditions of this Agreement posted on the Website.
- 11.2.11. The User shall have the right to submit claims to the Company and shall send requests in the manner and in cases as stipulated by this Agreement.
- 11.2.12. The User shall have the right to terminate this Agreement at the relevant webpage at the Company's website. In case of such termination the User shall lose all access and use the Company's website as well as the Company's Services without any refund to such User.
- 11.2.13. The Parties shall be liable hereunder for failure to fulfil or improper fulfilment of the provisions hereof.
- 11.2.14. The Company shall not be held responsible or liable for actions performed by the User on the Website and Service. The User agrees that the Company shall not to be held accountable for the loss or currency (profit, loss or otherwise).
- 11.2.15. The Company shall moderate the Information placed by the User, however, it is not responsible for the consequences of non-compliance by the User with the requirements set forth in paragraphs 11.2.1, 11.2.6 - 11.2.12 hereof.
- 11.2.16. The User agrees that the Services provided by the Company may be protected intellectual property.
- 11.2.17. Text content (articles, publications available on the Website) may be distributed if there is an active link to the Website.
- 11.2.18. The Company shall not be liable for any direct or indirect losses of the User caused by failure to use the Website or some Services of the Website as a result of the User's bad internet connection, technical difficulties or any other reason whatsoever unrelated to the ability of the Company to perform duties under such agreement. The Company shall not be liable for any loss suffered by the User in connection with the use of Company's Services provided under the present Agreement unless such loss arises from bad faith, willful default or fraud on the part of the Company.

12. Force-Majeure Circumstances

12.1. The Parties shall not be held liable for any delays in the performance or for non-performance of their obligations under the present Agreement if the delay or non-performance was due to circumstances or reasons beyond the control of the Parties, such as a war (including civil war), riots, sabotage, embargo, fires, floods or other acts of God, explosions, actions or omissions of government authorities, strikes. All and any of these circumstances shall be regarded as force majeure circumstances. Within 24 (twenty-four) hours upon receipt of information about commencement of any force majeure circumstances which delay or interfere otherwise with the performance of the Regulations, the Parties shall notify each other in writing.

12.2. The Parties shall not be held liable for any damages, losses, claims or other expenses that may be incurred as a result of force majeure circumstances.

12.3. If force majeure circumstances interrupt or make impossible the performance of obligations of the Parties for a period longer than one month, either Party may terminate this Agreement serving a prior one month written notice of termination on the other Party.

12.4. In the event that the Company determines in its reasonable opinion that a Force Majeure Event exists, the Company shall be entitled without notice and at any time take one or more of the following steps:

- 12.4.1. The Company shall not be liable for inconsistency of the Service with the User's expectations and / or his/her perception; such inconsistency with expectations and / or negative perceptions shall not constitute grounds for considering the Services to be of poor or insufficient quality.
- 12.4.2. The provisions of this Agreement shall not exclude or limit the Company's liability for damage to various extents.
- 12.4.3. The Company reserves the unilateral right to restrict Website and Service access of the User.
- 12.4.4. Suspend or modify application of any or all of these Provisions of the present Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with these clauses; or

take any other actions as the Company may consider to be reasonable under the circumstances in relation to the position of the Company, the User and the Company's other Users.

13. Dispute Settlement Procedure

13.1. All disputes and disagreements that arise or may arise out of this Agreement at the User's initiative shall be settled on an out-of-court basis.

13.2. In case of a dispute and/or disagreement that may arise out of this Agreement the Parties within 10 (ten) working days shall send each other written complaints at the following addresses:

- 13.2.1. If the written complaint is addressed to the Company - D-1-5, FIRST FLOOR, BLOCK D SEKITAR26 ENTERPRISE PERSIARAN HULU SELANGOR SEKSYEN 26 40400 SHAH ALAM SELANGOR MALAYSIA.
- 13.2.2. If the written complaint is addressed to the User - the e-mail stipulated by the User in his/her Personal Data and/or User Form.

13.3. If the parties have not been able to resolve the dispute within ten working days of receipt of the written complaint, the parties shall refer the dispute to the relevant Seychelles judicial authority.

13.4. By issuing lawsuit against the Company techhy.me, the user agrees to cover all legal costs associated with this lawsuit from both parties - the part of the User and on the part of the Company, regardless of what court decision is made.

14. Governing Law

14.1. This Agreement will be construed in accordance with and governed by the laws of Georgia, notwithstanding the company's operational headquarters in Malaysia.

14.2. For all matters not covered in this Agreement, Parties shall be governed by the laws of Georgia.

15. Privacy

15.1. By placing personal data and any other data on the Website, the User confirms that he/she has read, understood and agreed with the Privacy Policy of techhy.me available on the Website, and that he/she has provided to the Company his/her consent to personal data processing in order to perform this Agreement.

15.2. The purpose of processing the User's personal data shall be provision of services to the User, enabling the User to use the Service, participate in advertising campaigns, target advertising and perform other actions described in the Agreement.

15.3. The User's personal data shall be processed in accordance with the Company's Privacy Policy and shall be duly encrypted using the cryptography methods established by the Company.

15.4. The User agrees that the Company shall send information on advertising campaigns conducted by the Company and / or its partners, and any other information not prohibited for distribution, to the e-mail address specified by the User. User can unsubscribe from this by clicking on the link provided in the e-mails.

16. Miscellaneous

16.1. Survival. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

16.2. Eligibility. Any usage or access to the Service by any person that is under the legal age of the jurisdiction of his or her residence is prohibited. The Company's services shall not be available in any jurisdiction or state sanctioned by the United States Treasury's Office of Foreign Assets Control ("OFAC"). The list of countries and details of sanctions of the OFAC shall be properly checked in a timely manner by the User at the following link:

<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>. The Company's Services shall not be available to Users that have been previously banned from the Company's Service or the Company's Website.

16.3. Illegal Activities. The Company and its affiliations maintain a stance of zero tolerance on the use of its Services for any illegal activity. Discovered abuse from any User results in immediate suspension of rights to use the Service. Further repercussions include the Company reporting all available data of the User to the relevant regulatory and/or statutory authorities. The Company and techhy.me reserves the right to determine whether the activity of a User may be deemed suspicious activity. In the event of suspicious activity, the Company reserves the right to submit relevant data of the User to legal and/or statutory authoritative parties.

16.4. You may not use your techhy.me Account to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your

use of techhy.me Services involves a Prohibited Use or have questions about how these requirements apply to you, please submit a request at support (online chat). By opening a techhy.me Account, you confirm that you will not use your Account to do any of the following:

- 16.4.1. Unlawful Activity: Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where techhy.me conducts business, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information;
- 16.4.2. Abusive Activity: Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the techhy.me Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the techhy.me Site, other techhy.me Account, or techhy.me Wallet, computer systems or networks connected to the techhy.me Site, through password mining or any other means; use techhy.me Account information of another party to access or use the techhy.me Site, except in the case of specific Merchants and/or applications which are specifically authorized by a user to access such user's Wallet and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of techhy.me;
- 16.4.3. Abuse Other Users: Interfere with another individual's or entity's access to or use of any techhy.me Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the techhy.me Site about others, including without limitation e-mail addresses, without proper consent;
- 16.4.4. Fraud: Activity which operates to defraud techhy.me, techhy.me users, or any other person; provide any false, inaccurate, or misleading information to techhy.me;

- 16.4.5. Intellectual Property Infringement: Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of techhy.me intellectual property, name, or logo, including use of techhy.me trade or service marks, without express consent from techhy.me or in a manner that otherwise harms techhy.me or the techhy.me brand; any action that implies an untrue endorsement by or affiliation with techhy.me.

16.5. By using the Service provided on the Website, the User agrees to the following:

- 16.5.1. The User acknowledges that misdirecting, misleading, or falsifying information regarding techhy.me may lead to both access and legal ramifications for the User, of which include, but are not limited to, the Company withdrawing the rights of the User to use the Service, the Company addressing legal counsel, the Company sending a cease-and-desist order to the User, the Company opening a lawsuit against the User.
- 16.5.2. The User may not utilize technology that obfuscates identity to facilitate trades for illegal activities. In cases of identity obfuscation, techhy.me may class activities of the User as suspicious activity.
- 16.5.3. The User is prohibited from providing and/or distributing technology that enables any other User of the Service to violate the Terms of Use of techhy.me.

16.6. At its sole discretion, the Company reserves the right to determine whether the activity of a User may be deemed illicit and/or suspicious. techhy.me reserves the right to retain any Currency that is deemed suspicious activity. Any Currency retained will be made accessible only to regulatory/statutory authorities for the purpose of resolving suspicious activity of the User. Currency retained due to suspicious activity will be distributed back to the User once a resolution is found.

16.7. techhy.me uses multi-level systems and procedures to collect and verify information about you in order to protect techhy.me and the community from fraudulent users, and to keep appropriate records of techhy.me's customers. Your access to one or more techhy.me Services, and limits including daily or weekly exchange limits, add funds, transfer, withdrawal funds and trading limits, and limits on transactions from a

linked payment method may be based on the identifying information and/or proof of identity you provide to techhy.me.

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

16.9. You may submit a request at support to request increase the limits for your account. techhy.me may require you to submit to Advanced Due Diligence. Additional fees and costs may apply, and techhy.me does not guarantee that we will raise your limits.

17. Taxes

17.1. All users are solely responsible for compliance with the local tax laws applicable under their jurisdiction. Buying/Selling might have tax effects under your local law. If appropriate, we recommend you take legal advice before buying/selling.

18. Disclaimer Regarding Hypothetical Performance Results

18.1. Hypothetical performance results have many inherent limitations, some of which are mentioned below. No representation is being made that any account will or is likely to achieve profits or losses similar to those shown. In fact, there are frequently sharp differences between hypothetical performance results and actual results subsequently achieved by any particular trading program.

18.2. One of the limitations of hypothetical performance results is that they are generally prepared with the benefit of hindsight. In addition, hypothetical trading does not involve financial risk and no hypothetical trading record can completely

account for the impact of financial risk in actual trading. For example the ability to withstand losses or to adhere to a particular trading program in spite of the trading losses are material points, which can also adversely affect trading results. There are numerous other factors related to the market in general or to the implementation of any specific trading program which cannot be fully accounted for in the preparation of hypothetical performance results and all of which can adversely affect actual trading results.

19. Disclaimer Regarding Token Sale, Investment Decisions and Trading

19.1. Participating in a Token Sale Event is a high-risk activity albeit this Token Sale Event, in particular, is aimed at experienced professionals who are used to blockchain technology, cryptocurrency trading and trading other market instruments such as stocks, derivatives, and forex markets. By participating in this Token Sale Event, the purchaser is aware and accepts the risks related to security, the potential lack of economic results. Finally, the purchaser declares being aware of the legal uncertainty of this type of transaction and to have conducted his own legal guidance according to the applicable law to which he subscribes.

19.2. Any buyer purchasing THVC token acknowledges the technological and economic uncertainty of the project presented in this Pitch Deck. Therefore, purchasers are aware of the absence of any legal action against the company in case of failure, nonperformance or no implementation of the project, as well as in the case of the THVC token losing part or even the totality of its value. Purchase of the THVC token confers the ability to use the coming techhy.me platform services. No other rights are transferred upon the Token Sale Event.

19.3. Precisely, the company's only obligation is to distribute the THVC token under the conditions defined in the techhy.me Wiki here <https://techhy.me-wiki.gitbook.io/techhy.me-eng/>.

19.4. During the Token Sale Event, the company may not be held liable for any of the following:

- 19.4.1. Use of the service that are not compliant with the applicable terms.
- 19.4.2. An error, malfunction, malicious action or violation of techhy.me Wiki's terms by the user, a third party or a service controlled by a third party.
- 19.4.3. All direct or indirect damage that may occur during the operation: cryptocurrency losses, profits or financial losses or other damages whatsoever in the type.
- 19.4.4. The loss of control, any reason (loss, hacking, unwanted disclosure or technical failure), of the users' login credentials which would lead a fraudulent use of the tokens.
- 19.4.5. The temporary or permanent suspension of the service, whatever the cause, and especially due to a request from the public authorities, judicial authority or any third party.
- 19.4.6. Computer failure resulting in loss of data, including content in case of impact; the professional activity of users.
- 19.4.7. Lack of compatibility between the service specificity and the customers' requirements;
- 19.4.8. Generally, all damage whose cause does not depend on the company. Internet network outage, failure specific to the user's equipment, etc.

19.5. The THVC token is not a security or a financial instrument within the meaning of the Markets In Financial Instruments Directive (MIFID II) of the European Parliament (2014/165/ EU) or within the meaning of the article 1,211-1 and followings of the Estonian Monetary and Financial Code.

19.6. Participating In an Token Sale Event Is a high-risk activity. This Token Sale Event In particular Is only aimed at experienced professionals who are used to blockchain technology.

19.7. Cryptocurrency trading and trading other marketing instruments. By participating in this Token Sale Event, the purchaser is aware and accepts the risks related to security, the potential lack of technical and economic

results and the total or partial loss of its capital. Finally, the purchaser declares being aware of the legal uncertainty of this type of transaction and to have conducted his own legal guidance according to the applicable law to which he subscribes. Indeed, the token grants no financial (Income, capital or dividend) or voting rights in the company. The token is a crypto-asset issued by techhy.me through the Token Sale Event and used by the members of the techhy.me platform and community.

19.8. Decisions to buy, sell, hold or trade in techhy.me tokens, cryptocurrencies and other investments involve risk and are best made based on the advice of qualified financial professionals.

19.9. Any trading in securities or other investments involves a risk of substantial losses. The practice of "Day Trading" involves particularly high risks and can cause you to lose substantial sums of money.

19.10. Before undertaking any trading program, you should consult a qualified financial professional. Please consider carefully whether such trading is suitable for you in light of your financial condition and ability to bear financial risks.

19.11. Under no circumstances shall we be liable for any loss or damage you or anyone else incurs as a result of any trading or investment activity that you or anyone else engages in based on any information or material you receive through techhy.me or our Services.

20. Education Section Disclaimer

20.1. All information and content on techhy.me Website and other Company's services should be viewed as educational only. None of the content published on techhy.me Website and other Company's services constitutes a recommendation that any particular security, portfolio of securities, transaction or investment strategy is suitable for investment for any specific person. None of the information providers or their affiliates will advise you personally concerning the nature, potential, value or suitability of any particular security, portfolio of securities, transaction, investment strategy or other matter.

21. Feedback to techhy.me

21.1. By submitting content, ideas, suggestions, documents, and/or proposals to techhy.me through its contact or feedback webpages, you acknowledge and agree that:

- 21.1.1. Your Contributions do not contain confidential or proprietary information.
- 21.1.2. techhy.me is not under any obligation of confidentiality, express or implied, with respect to the Contributions.
- 21.1.3. techhy.me shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide.
- 21.1.4. techhy.me may have something similar to the Contributions already under consideration or in development.
- 21.1.5. Your Contributions automatically become the property of techhy.me without any obligation of techhy.me to you.
- 21.1.6. You are not entitled to any compensation or reimbursement of any kind from techhy.me under any circumstances.

22. Indemnity

22.1. You agree to indemnify and hold techhy.me and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, modify or otherwise make available through the techhy.me Services, your use of the techhy.me Services, your connection to the techhy.me Services, your violation of the Terms of Use, or your violation of any rights of another.

23. Licence

23.1. Subject to strict compliance with these Terms and for the purpose of using the Website and benefiting from the Services, the Company through its licensors grants you a limited, non-transferable, non-exclusive, non-sublicensable, revocable license to:

5. Use and display the Website Content on your computer screen or mobile devices, such as smartphones or tablets;
6. Place Assets onto your Wallet(s);
7. Access your User Interface;
8. Use the App, particularly the Execution Interface, for placing Order(s);
9. Use the App and benefit from the Services in accordance with their intended purposes, subject to your strict compliance with these Terms, Applicable Laws and any of our policies (all together hereinafter referred to as the "License").

23.2. We are constantly modifying and improving the Website and/or our Services. We may at any time introduce new features, change existing features, or remove features from the Website and/or Services at any time and without notice.

23.3. The License granted to you by the Company will automatically extend to any new feature or Service available on or through the Website. The License is granted to you subject to the payment of any fees which the Company may impose whenever a Transaction is carried out by you. In the event that the Company, at its sole discretion, suspends or terminates the possibility of the User to make use of the Website or Services, the License granted by the Company is immediately revoked without any reservation and the User Interface shall be closed with immediate effect.

24. Prohibited Uses

24.1. You agree not to use the techhy.me Services in any manner that violates these Terms or applicable laws.

24.2. You may not:

- 24.2.1. Upload or attempt to upload files that could damage, disable, overburden, impair or compromise our systems or security or interfere with other Users;
- 24.2.2. Collect or harvest any information or Personal data from the Website or our systems or attempt to decipher any transmissions to or from the servers running the Website and/or storing the Personal data;
- 24.2.3. Circumvent any encryption or other security tools used anywhere on the Website or in conjunction with the Services (including the theft of usernames, passwords or API keys or using another person's username, password or API key in order to gain access to a restricted area of the Website);
- 24.2.4. Sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, timeshare, or otherwise assign to any third party the Website Content, the Personal Data or the Services or any of your rights to access and use the Website;
- 24.2.5. Use any Website Content or information on the Website or included in the Services in any manner that infringes any copyright, trademark, patent, trade secret, publicity or other proprietary right of any party;
- 24.2.6. Upload or attempt to upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's property;
- 24.2.7. Upload, post, email or otherwise transmit to us any submission that you do not have a right to transmit under contractual, fiduciary or other relationships (such as inside information, trade secrets, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- 24.2.8. Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation using the Website, Website Content or the Company's trademarks;
- 24.2.9. Restrict or inhibit any other User from using and enjoying the Services;
- 24.2.10. Harvest or otherwise collect information about other Users of the Website, including email addresses or other personally-identifiable information;

- 24.2.11. Use the Website or the Services to pay for, support, receive proceeds from or otherwise engage in any illegal gambling activities;
 - 24.2.12. Upload, post, email or otherwise transmit any material that is illegal, immoral, obscene or defamatory of any person;
 - 24.2.13. Do anything that may adversely affect proper operation of the Website or the Services and the reputation and goodwill of the Company;
 - 24.2.14. Manipulate our billing process in order to appropriate fees owed for the Services rendered;
 - 24.2.15. Use the information, material available on the Website and the Website Content for competing, directly or indirectly, with the Company or any Related Entity;
 - 24.2.16. Violate any applicable laws, regulations or policies, or these Terms.
- 24.3. Should you do so, please be informed that you may be irrevocably banned from using the Services and the Company reserves the right to claim for damages and/or to request injunctions.
- 24.4. If you breach any of these conditions, representations and warranties under these Terms or the Applicable Laws, we may terminate your use of the Website and take legal actions under the Applicable Laws and these Terms.
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25. Suspension And Termination Of Your Interface

25.1. Without limiting other remedies that may be available to us, we also reserve the right, in our sole and absolute discretion, but subject to applicable laws, to block access to or to suspend, close or terminate your User Interface, refuse to let you purchase or withdraw Assets, and freeze Assets or your User Interface, at any time, with or without advance notice, if:

- 25.1.1. We believe, in our sole and absolute discretion, that you have breached these Terms;
- 25.1.2. You provide incorrect, incomplete or misleading information or make a representation or warranty that is incorrect or misleading;
- 25.1.3. You are located in a country where the Website cannot be used in accordance with the local laws and regulations;

- 25.1.4. You breach any payment or delivery obligation or other term of the Terms, any other agreement with us, or any term of any arrangement you have with any financial institution, or any financial institution has suspended or terminated your use of any financial services;
- 25.1.5. You engage in abusive behavior, as determined in our sole and absolute discretion including, without limitation, actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Website that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Website, other accounts, computer systems or networks connected to the Website, through password mining or any other means; use the User Interface information of another person to access or use the Website; or transfer your Interface access or rights to your User Interface to a third party, unless by operation of law or with our express permission;
- 25.1.6. We believe, in our sole discretion, that your actions interfere with another individual's or entity's access to or use of the Website; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Website about others, including without limitation email addresses, without proper consent;
- 25.1.7. We are unable to verify or authenticate any information you provide to us in your KYC;
- 25.1.8. We believe, in our sole and absolute discretion, that your actions may cause legal liability for you, our Users or us;
- 25.1.9. You send any type of Digital asset to the Digital assets Custodian using any source that you do not have the legal right from which to transfer such Digital assets;
- 25.1.10. We have reasonable suspicion that you are directly or indirectly using the Website in a way which would violate, or assist in violation of, any law, statute, ordinance, or regulation or sanctions programs, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information in violation of applicable law or regulation, or these Terms;

- 25.1.11. We are directed to do so by law enforcement, regulatory authority or court order;
- 25.1.12. We are required to do so by applicable law or regulation;
- 25.1.13. Your User Interface is subject to pending litigation, investigation or governmental proceeding;
- 25.1.14. You become insolvent or any of your Assets are subject to insolvency proceedings;
- 25.1.15. You disaffirm, disclaim, repudiate or reject, in whole or in part, the Terms or any transaction undertaken by you through the Website;
- 25.1.16. We believe that someone is attempting to gain unauthorized access to your User Interface;
- 25.1.17. You are convicted of a tax or other crime in any jurisdiction;
- 25.1.18. We believe there is unusual activity in your User Interface or that your User Interface is being operated or the Website is being used by you in an irregular or improper manner;
- 25.1.19. Any of your Assets are subject to enforcement of a judgment or are expropriated, compulsorily acquired or resumed on any basis;
- 25.1.20. Your User Interface is empty, inactive or has not been accessed for more than one (1) year;
- 25.1.21. Anything occurs which, in our opinion, is likely to have a material adverse effect on your ability or willingness to comply with your obligations under the Terms;
- 25.1.22. Subject to applicable law, for any other reason in our sole and absolute discretion. In addition, we may discontinue the Website at any time. For the avoidance of doubt, our rights under this provision do not affect any other right under these Terms and are subject to the giving of any notice, demand or lapse of time which is required by applicable law and cannot be excluded.

26. Fraud Detection

26.1. You must notify us immediately if you suspect or become aware of any fraud or unauthorized use of your User Interface or any other breach of security by sending us an email at info@techhy.me.

26.2. Upon receipt of written notice from you that the security of your User Interface has been compromised, the Company will take reasonable steps to protect your User Interface, including, for example, to prohibit actions initiated by the compromised User Interface until your User Interface is not frozen anymore or other security feature is activated. The Company is entitled to accept and rely on Orders, authorizations, instructions and any other actions coming from your User Interface before you warn us that your User Interface has been compromised.

26.3. If You share your device with others, the Company will not be liable for any loss that You may incur as a result of someone else using your User Interface with or without your knowledge. The Company will ensure all Personal data or any form of data which is subject to the Privacy Policy that the Third-Party Service Providers request to be provided, including those needed for fraud checks, are provided to the Third-Party Service Providers with each Transaction submitted for processing.

26.4. You hereby agree to provide the Company upon the first request with all data requested by the Company for processing your Transaction. All Transactions processed by the Third-Party Service Providers will be screened and a number of checks on the Transactions will be done by the Third-Party Service Providers.

27. Unclaimed Assets

27.1. If there are Assets to your User Interface and there has been no activity in your User Interface for a period of more than five (5) years or as otherwise prescribed by applicable law, we may be required to report this as unclaimed property in accordance with abandoned property laws. If this occurs, we will use reasonable efforts to provide written notice to you. If you fail to respond to any such notice within seven (7) business days of receipt, or as otherwise required by

law, we may be required to withdraw such Assets on your behalf and deliver any Asset to the applicable jurisdiction as unclaimed property. We reserve the right to deduct a fee or other administrative charges from such unclaimed Assets, as permitted by applicable law.

28. Electronic Communications

28.1. When you use the Website and the Services, or send emails to the Company, you are communicating with us electronically. When sending us emails, you need to use your correct email address. The Company is not responsible or liable for any wrong or misspelled email address or inaccurate or wrong Personal data submitted to the Company.

28.2. By using the Website, you agree to receive electronically any communications related to your use of the Services and/or the Website, including emails by the Company regarding reduction of Fees for the use of the Website. We will communicate with you by email or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by You shall be deemed delivered and effective when sent to the email address you provide using the Services for your User Interface.

29. Trademarks

29.1. Company's names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of the Company or its licensors. No trademark or service mark license is granted in connection

with the materials contained on the Services. Access to the Services does not authorize anyone to use any name, logo or mark in any manner whatsoever.

29.2. "techhy.me" is a registered trademark as a name and logo and www.techhy.me a domain name owned by its licensors. The trademark "techhy.me" together with the other graphics, logos, layouts, designs, page headers, button icons, scripts and service names on the App are the trademarks or trade dress of the licensors (referred to as the "Trademarks").

29.3. You may not use the Trademarks, including as part of domain names, in connection with any product or service in any manner that is likely to cause confusion or create the impression that the Company endorses any product or service. You may not reproduce or use the Trademarks without the prior written permission of the licensors.

29.4. Any goodwill accruing out of the use of the Company's and the Trademarks, trade and business names and service marks will vest in the Company and its affiliates, as the case may be.

30. Risk Disclosure

30.1. You shall assume responsibility for any of the risks listed in these Terms and any other risks, assumptions and decisions involved.

a. General risks associated with blockchain technology

You acknowledge that the risks related to your use of the Website include (but are not limited to):

- Through the use of Digital Assets, risks and losses can be substantial and may occur over a short period of time;

- Digital Assets are generally not legal tender, and are not backed by a central bank, government or, in general, legal entities. This may increase price volatility of such Digital Assets and exposes investors to a heightened risk of loss which may include the entire value of their investment in Digital Assets;
- Legislative and regulatory changes or actions, both domestically and internationally, may adversely affect the use, transfer, exchange and value of Digital Assets;
- Regulation of blockchain networks and Digital Assets is nascent, but is likely to evolve significantly. The form of regulatory evolution is uncertain and may vary significantly across jurisdictions. New laws and regulations may inhibit the development and growth of blockchain networks and the adoption and use of Digital Assets which may have a material adverse impact on the value and liquidity of Digital Assets;
- Blockchains underlying Digital assets may "fork", and we may not support the forked Digital assets promptly or at all. The occurrence of a fork would result in multiple versions of the blockchain network running in parallel, but with each version of Digital asset lacking interchangeability which may negatively impact the value and liquidity of such Digital assets;
- Transactions in Digital Assets are irreversible, and accordingly, losses due to fraudulent, hacked or accidental transactions will not be recoverable;
- Some Digital Asset transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you, or any other person, initiate the transaction;
- Digital Assets in a given address are controlled by the private key of the holder of the address. If the private key is compromised or lost, the Digital Assets in that address may be stolen or lost and otherwise unrecoverable;
- Digital Assets may rely on source code which may contain flaws, bugs, defects or inconsistencies which could compromise the predictability, usability, functionality, stability and security of such Digital Assets. In addition, source code modifications or updates may lead to unexpected or unintended outcomes which may adversely affect the utility or functionality of the Services or other Digital Assets;
- Blockchain networks underlying Digital assets may face governance issues which may significantly impact the market price of a Digital asset. The Company does not own, govern or control the underlying software protocols of blockchain networks that govern the operation of Digital assets.

In general, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. The Company is not responsible for the operation of the underlying network protocols, and does not make any guarantees regarding their security, functionality, or availability. The nature of Digital Assets may lead to an increased risk of fraud or cyberattacks and may mean that technological difficulties experienced by a third party may prevent access to, or use of, your Digital Assets. Blockchain networks may be the target of malicious attacks or 51% attacks seeking to identify and exploit weaknesses in the software or the protocol, including through the introduction of weaknesses and bugs into core infrastructure of the network and open source code which may result in the loss or theft of Digital Assets.

b. Volatility Risks and Financial Losses

By using this Website, You acknowledge and understand the purpose and complexity of Digital assets, markets and systems based on distributed ledger technology, how their storage is carried out and how they are transmitted and how its full framework are significant and sufficient, and you shall assume responsibility for any of the Risks listed in these Terms and any other risks, assumptions and decisions involved. You should ensure that you have appropriate financial resources to request for the Execution of Orders, and that you have the ability to bear any losses that may arise from your trading activity. You should not rely on being able to generate profits in order to pay down or relinquish any credit or financing you might have entered into. You acknowledge that the Company and the Related Entity does not provide any financial advice or any form of advice in relation to the Transactions you intend to Execute. You are also aware that the market may be highly volatile. Such volatility could be caused not only by the Company's and the Related Entity's operational performance or other events involving the Company and the Related Entity and/or its Users, or competitors, but also by changes in general conditions in the economy or the financial markets, and the fintech industry in particular. There is also a high-risk

of loss which may result from the coordinated purchase and/or sale of Digital assets which may result in an adverse effect on the prices of the Assets which are available within your User Interface. You understand that the Company cannot predict or foresee the possibility of a coordinated purchase and/or sale carried out by an individual third-party or multiple third-parties. Therefore, you will not hold the Company liable for any losses which may result from these instances. As a result of such fluctuations, you are also aware that the Digital Assets which You purchase may not retain the same Transaction Price or above that Transaction Price and important losses may be incurred with potentially no profit or return. The Market Price of Digital assets which appear in your Wallet or which you intend to Execute a Transaction are subject to various factors of price volatility which include, but are not limited to:

- Actual or anticipated fluctuations in the financial condition of the market.
- Market expectations for the financial performance of Digital assets.
- The perception of the success and impact of Digital assets.
- The entrance of new individuals within the market, who may enter through other mediums and not necessarily from the Website.
- New products in the markets of the Company.
- Actual or anticipated sales of the Digital assets and the (il)liquidity of the market for Digital assets.
- New laws or regulations or changes in interpretations of existing laws and regulations affecting the Digital assets market.
- General market and economic conditions.
- Confidence in the Fintech industry and/or in distributed ledger technology and/or in Digital assets.
- Expiration of any lock-up undertakings related to the Digital assets offered on Exchanges to which the Execution Interface is interfaced.
- Expiration of the twelve (12) month period for not using Rewards earned in the Community Website.
- Announcements of developments related to the Company's business.
- Local market conditions.
- The absence of secondary market or demand for Assets.
- The termination of the obligatory Staking period for the benefits.

The price and liquidity of Digital assets have historically been subject to high levels of volatility and significant price fluctuations and may continue to be subject to such volatility in the future. Digital assets are relatively new products and technologies and their acceptance as a form of payment remains limited. In addition, a significant proportion of demand for Digital assets may be generated by speculators seeking returns based on price volatility. As a result, Digital assets are highly susceptible to a wide range of external factors which may have a disproportionately negative impact on the value of such Digital assets as compared with traditional assets. The Company does not provide, nor cannot control, the prices for the Assets for which Orders may be Executed on the Website. The Market Price of the Digital assets is influenced by a broad array of factors and can change rapidly and unexpectedly, meaning the value of those Digital assets and your related profits and losses on your Assets, can also change rapidly and unexpectedly. Market Price and volume fluctuations are often experienced with regards to Digital assets. Such fluctuations as well as the economic situation of the financial markets may have a significant negative effect on the value of Digital assets, regardless of the operating results and the financial position of the Company and the Related Entity. Fluctuations in the Market Price of Digital assets may result in a negative impact on the Digital assets offered by the Exchanges interfaced to the Execution Interface.

c. Risks related to Exchanges

The Company cannot ensure that an active and liquid trading market for Digital assets will exist and that the Market Prices presented for Digital assets on Exchanges interfaced with the Execution Interface will not decline. The liquidity of any Exchange will depend on the number of purchasers and sellers, the market for similar instruments, the market capitalization of the Digital assets and other factors beyond the Company's and/or the Related Entities' control. By using the Website, You acknowledge and understand the purpose and complexity of Digital assets. You also acknowledge and understand that any systems based on

distributed ledger technology, how their storage is carried out, how they are transmitted as well as the and full framework are significant and sufficient, and the tradability of Assets requires them to be traded on an Exchange. The Company cannot guarantee the listings on Exchanges. In case of a listing on an Exchange, Digital assets could be subject to considerable fluctuations in value and Market Price and that the Digital assets can therefore also exhibit increased or high volatility. This also concerns the future development of the Digital assets and the exchange rate at which the Digital assets could possibly be exchanged into other Digital assets in the future. A forecast of the future performance of the Digital assets or market liquidity is therefore not possible to be given and shall not appear on the Website. However, there is an indication of the trends with which You Execute Orders. You shall be solely responsible for the interpretation which results in you carrying out a Transaction. In particular, no statements will be made regarding how much liquidity is available or could become available for the Digital assets. As a consequence, there can be no assurance (i) that liquidity on the Exchange will develop or continue after the Transaction, (ii) that the Market Price of the Digital assets exhibited by Exchanges will not decline below the Transaction Price or that (iii) other individuals in the market will be able to sell their Digital assets quickly. You are solely responsible for the Orders you pass through the Website and the Execution Interface. The Transaction Price may not be indicative of the Market Price of the Digital assets after completion of the Transaction. The Market Price exhibited on the Exchanges to which the Execution Interface is interfaced will depend upon several factors which are beyond the Company's control. These factors include, but are not limited to:

- Market expectation of Virtual performance or financial condition.
- Fluctuations in the financial positions or operating results.
- General market and economic conditions.
- Announcements by foundations or companies that have launched the Digital assets, their business, their customers and their suppliers and any other secondary markets which are not interfaced to the Execution Interface.

It is unclear, according to the current state of the law and case law, whether and to which extent the transfer of Digital assets will be treated under the law of the country from where the Digital asset is launched. Therefore, the User acknowledges that activity which was deemed to be legal in a country where the Services are offered may be deemed to be illegal upon a change of law or due to the introduction of a directive, guideline or regulation from a governmental authority. You have the sole responsibility of monitoring the value of the Assets you hold and you should ensure that you can access the Website on an ongoing basis so as to do this. By using the Website, You hereby understand and acknowledge that any Digital asset that you place on your User Interface may be held on your behalf by the Company in a techhy.me ENVIRONMENT for operational purposes only. You hereby acknowledge and understand that there are risks associated with holding Digital assets on our platform, including but not limited to Security Breaches. Blockchain protocols are entirely digital and, as with any virtual system, are at risk from hackers, malware and operational glitches. Even though our platform takes various steps to preserve the security, Digital assets which are held in wallets provided by our users remain vulnerable to hacking. If a thief gains access to one or more wallets (i.e., by stealing the private encryption key to the Exchange wallets), he/she could transfer the stolen Digital assets to another account.

d. Risks associated with Wallets and/or Programs

YOU UNDERSTAND THAT THE LICENSOR, THROUGH THE WEBSITE, SOLELY ACTS AS A TECHNOLOGY PROVIDER WITH RESPECT TO WALLETS INTERFACED WITH THE WEBSITE. THEREFORE, ANY LOSSES WHICH MAY BE INCURRED BY THE USER FROM THE USE OF THE REWARD WALLET(S) ALLOWING YOU TO PARTICIPATE IN PROGRAMS OPERATED BY THIRD PARTIES ARE SOLELY THE RESPONSIBILITY OF THE PROGRAM OPERATORS.

The Company does not own or control any of the smart contracts or wallets' underlying source code of Programs. There are risks of severe delays due to the

extended locking period of staking for some protocols such as Ethereum. There are risks of cyber threats or hacks when placing the Digital assets into Programs, which may lead to losses or damages since Programs are based on smart contracts. Programs and/or underlying smart contracts and/or wallets may be hacked and/or controlled by hackers which may take control over Digital assets transferred to Programs. If this happens, Programs will not be in a position to refund the Users. There is no warranty that the Programs Gateway(s) are covered by an insurance policy or insurance scheme which covers Programs Gateway(s). The Company does not guarantee that the Programs Gateway(s) secure the Digital assets which are transferred to the Programs. There is, therefore, an important counterparty risk when placing Digital assets into Programs. Since it only acts as a technology provider the licensor does not constantly check the creditworthiness of the Programs Gateway(s). The Company excludes all liability risks of default or any other risk other than contractual risk. There is a potential risk that, like any organization, the operations may not continue indefinitely or may not be able to pay the sales proceeds. There is no guarantee that the Digital assets transferred to the Programs Gateway(s) shall be held separately from their operational funds. The Company does not guarantee that the Programs will hold the funds segregated and it cannot guarantee what occurs with the funds. The regulatory status of the Programs is currently unsettled. It is possible that in the future, certain laws, regulations, policies or rules relating to the Programs' business models or operations may be implemented, which would directly or indirectly affect or restrict the Program Gateway(s) and the Program Services on the App.

e. Liquidity Risks

The Digital assets made available on the Exchanges which are interfaced with the Execution Interface are all admitted to trading on the Exchanges. However, it is not guaranteed that there will be enough demand to carry out the Transaction when you place your Order(s). In some circumstances, such as instances of

market volatility or where any Exchange has been suspended or otherwise restricted, it could also not be possible to carry out the Transactions within the App.

f. Risks related to Profile Statistics

These Risks are related to information provided on the Website regarding your Assets and include, but are not limited to, financial market data, quotes, news, analyst opinions and research reports, graphs or data and Daily Analysis. The information provided by us on the App Content or Website Content is not intended as advice. The Company and all Related Entities (including its employees) do not endorse or approve the information and we make it available to you only as a service for your own convenience. The Company and its Third-Party Service Providers do not guarantee the accuracy, timeliness, completeness or correct sequencing of any of the App Content or Website Content or warrant any results from your use or reliance on the information. Any information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Neither the Company nor any Related Entity nor the Third-Party Service Providers or Exchanges have an obligation towards the User to update any information or opinions or Market Prices.

g. Cybersecurity attacks

The Company cannot warrant that there will be no threats or security risks or hacks to the App, the Software, the Interface, the servers within the Company which operate the Website or the Execution Interface. The Company cannot warrant that there will not be interruptions to the Services due to failures of Exchanges which are interfaced to the Execution Interface, due to the failure of the operations of the Digital asset Exchange. Code cracking or technical advances such as the development of quantum computers could present a risk for all distributed ledger technology. This could result in the theft, loss,

disappearance, destruction or devaluation of Digital Assets. The source code underlying the App, the Execution Interface, the Exchanges to which the Execution Interface is interfaced and the source code underlying the Digital asset could be updated, amended, altered or modified from time to time. There can be no guarantee that such update, amendment, alteration or modification will not adversely affect the functionality of the Digital asset. The Company and/or Related Entities do not own or control the underlying software protocols which govern the operation of Digital assets available for exchange on the Website. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. The Company and/or Related Entities is/are not responsible for operation of the underlying protocols and makes no guarantee of their functionality, security, or availability. Since blockchain is an independent public peer-to-peer network and is not controlled in any way or manner the Company and/or Related Entities shall not be responsible for any failure and/or mistake and/or error and/or breach which shall occur in blockchain or in any other networks in which the Digital assets are being issued and/or traded. The Company may, in the event of a fork, freeze the exchanging of the Digital assets which are affected by this change in technology until the User has decided as to which version of the protocol it will support. The Company may choose to not allow Transactions for a Digital asset which underwent a hard fork. In the event of such a freeze, the User will not be able to perform any Transaction related to this Virtual asset. Such a freeze may occur after the hard fork has started to take effect. This could lead to significant uncertainties as to the Market Price of Digital assets which has been transferred immediately before the freeze has been implemented. Hackers or other groups or organizations may also attempt to interfere with Wallets managed by the Digital asset Custodian through Sybil attacks, phishing, spoofing, smurfing, malware attacks, consensus-based attacks and attacks related to any change of control within the distributed ledger technology network. It is important to understand these risks due to the fact that the Company does not hold the Assets itself.

ALSO, BY USING THE APP, YOU HEREBY UNDERSTAND AND ACKNOWLEDGE THAT ANY DIGITAL ASSETS THAT YOU PLACE ON YOUR USER INTERFACE COULD BE TEMPORARILY HELD ON ANY OF THE EXCHANGES OR WITH A THIRD-PARTY SERVICE PROVIDER FOR OPERATIONAL PURPOSES ONLY. BY USING THE WEBSITE, YOU HEREBY UNDERSTAND AND ACKNOWLEDGE THAT YOUR ASSETS COULD BE AT A RISK BECAUSE OF HACKS OR SECURITY RISKS, WHICH COULD RESULT IN A THEFT OR LOSS OF ANY OF YOUR DIGITAL ASSETS.

h. Legal risks

Generally, the regulation related to the operation of the Website and the Execution Interface embedded into the Website, as well as the regulation of Digital assets, Exchanges, Wallets, Programs is likely to rapidly evolve. These foregoing regulations can also vary significantly among international jurisdictions. Such regulations are therefore subject to significant uncertainty. The way your Assets will be held by the Company, by the Digital asset Custodian may also have regulatory consequences which cannot be foreseen by the Company, although it strives to adapt to the ever-changing regulatory practices. To the extent that a domestic government or quasi-governmental agency exerts regulatory authority, a Digital asset may be materially and adversely affected. Digital assets also face an uncertain regulatory landscape in many jurisdictions. Various jurisdictions may, soon, adopt laws, regulations or directives that affect Digital assets. Such laws, regulations or directives may conflict with the Company's current understanding of the legal landscape or may directly and negatively impact the Company's Services. The effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development and growth of the Company. New or changing laws and regulations or interpretations of existing laws and regulations in various jurisdictions may materially and adversely impact the value of the Digital asset, the liquidity of the Digital assets, the ability to access marketplaces or exchanges on which to trade the Digital assets, and the structure, rights and

transferability of Digital assets or exchanges. Future changes in national and international laws and other regulations may affect the Company's operations and/or the way the Website operates and/or the availability of the Services. The Company acknowledges that it is exposed to national laws and cross-border legislation embodied in laws and directives in the areas of tax, anti-money laundering and financial services. Further, it cannot be excluded that changes in the regulatory environment will adversely affect the Website and/or the provision of the Services. The tax treatment of Digital assets is uncertain and may result in adverse tax consequences. The use of Digital assets to make purchases may expose users to tax consequences that would not have resulted had their purchases been made in a Fiat Assets and the purchase and use of Digital assets may have adverse tax consequences including withholding tax, income taxes and tax reporting requirements. Users must seek their own tax advice. The Company does not exclude the possibility that the Digital assets placed by you at the Digital assets Custodian are returned back to your External Wallet. The Third-Party Service Providers have their own internal anti-money laundering policies and procedures which are applicable to any Assets which are available on your User Interface. Therefore, even though these Assets are accepted through the App and subject to the Company's AML Policy, you are also aware that there is the possibility that your Assets might be refused by the Third-Party Service Providers.

i. Reputational risks

A reputational risk of Digital assets resulting from the wrongful behavior of some actors, including Programs and/or Program Gateways, in this field cannot be excluded by the Company and Related Entities. The materialization of such risk may have a negative impact on the Market Price of Digital assets available on the Website.

j. Misrepresentation Risks

Digital assets which are launched on an Exchange are usually supported by a white paper or prospectus, depending on whether the launched product is classifiable as a payment token, an asset token or a utility token. The content of the white paper or the prospectus is the responsibility of the entity or foundation which issues the Digital asset, the Company is not responsible for the white paper quality. The Company does not assume responsibility for information within the whitepaper or prospectus which explains the purposes, scope or intent of a third-party when launching a Digital asset within an Exchange. If the Digital asset is available on any of the Exchanges to which the Execution Interface is connected, the User accepts and warrants that he/she will not hold the Company and/or any Related Entity liable for any misrepresentation of information or inaccuracies which are present in the whitepaper or prospectus of a Digital asset.

31. Service Provided "AS IS" and Release of Claims

31.1. THE SERVICES ON THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE COMPANY AND THE RELATED ENTITIES ALTOGETHER DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, IN RELATION TO THE SERVICES ON THE APP AND THE TRANSACTIONS IT EXECUTES ON BEHALF OF THE USER AND BASED ON THE ORDERS GIVEN BY THE USER.

31.2. IN ADDITION, THE COMPANY DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE COMPANY DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THE

SERVICES AND/OR THE WEBSITE AND/OR THE TRANSACTION EXECUTED THROUGH THE EXECUTION INTERFACE ON BEHALF OF THE USER. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES AND TRANSACTIONS CARRIED OUT ON YOUR BEHALF REMAINS SOLELY WITH YOU.

31.3. YOU AGREE THAT NEITHER THE COMPANY NOR ANY RELATED ENTITY NOR THIRD-PARTY SERVICE PROVIDERS IS/ARE RESPONSIBLE FOR THE FITNESS OR CONDUCT OF ANY USER OR FOR ANY SERVICE PROVIDED BY ANY USER OR FOR THE TRANSACTIONS WHICH ARE EXECUTED ON YOUR BEHALF AND BASED ON THE ORDERS WHICH YOU PLACE ON THE APP. NEITHER THE COMPANY NOR ANY RELATED ENTITY WILL BE LIABLE FOR ANY CLAIM OR DAMAGE ARISING IN CONNECTION WITH THE ACTS OR OMISSIONS OF ANY USER OR SERVICE AVAILABLE ON THE APP.

31.4. YOU AGREE NOT TO HOLD THE COMPANY OR ANY RELATED ENTITY LIABLE FOR ANY LOSSES RESULTING FROM MAKING ANY DIGITAL ASSETS AVAILABLE ON THE WEBSITE. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT WHETHER THE DIGITAL ASSETS AVAILABLE ON THE WEBSITE ARE NO LONGER TRADED ON THE EXCHANGES CONNECTED TO THE EXECUTION INTERFACE.

31.5. YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL ACCESS AND USE THE WEBSITE/APP AND THE SERVICES AT YOUR OWN RISK.

31.6. Any warranty, condition or other term arising out of or in connection with the Services or the Execution of Orders by the Company which might otherwise be implied into or incorporated into these Terms by statute, common law, laws applicable in the country where the Services or Execution of Orders by the Company are used or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded.

31.7. If You have a dispute with one or more User(s), You agree to release the Company, any Related Entities and/or its Third-Party Service Providers (including our affiliates, and each of our respective officers, directors, employers, agents, shareholders, retail partners, licensors, and suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.

32. Downtime

32.1. Since most of the Services are web-based, they might be subject to temporary downtime. From time to time we also update or maintain the Website, which will result in the Website not being available for a certain period of time. We do not warrant that the Website and the Services operate uninterrupted or error-free. We also do not warrant that the Digital asset Custodian does not operate uninterrupted or error-free. We are not responsible for any damages or losses suffered by you as a result of any failure or interruption of the Website, suspension of your access to the Website, including any damage occurring as a direct or indirect result of a missed Transaction.

32. User Responsible To Update

32.1. You acknowledge that when we perform an update to the Website/App, You would be required or asked to update the version of the Website/App which is available on your device. We strongly recommend you to perform these updates immediately due to the fact that these updates might contain security patches, new services or availabilities which are not available on older versions. We are not responsible for any damages or losses suffered by you as a result of your failure to perform an update of the Website/App.

34. Limitation Of Liability

34.1. These Terms set out the full extent of our obligations and liabilities with respect to the Services and the provision of the Website.

34.2. TO THE EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ANY LIABILITY (CONTRACT OR TORT) FOR ANY LOSS OR DAMAGES RESULTING FROM ORDERS PLACED ON OR THROUGH THE WEBSITE AND/OR ASSETS TRANSFERRED OUT TO WALLETS.

34.3. THE COMPANY CANNOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR INACCURATE OR MISLEADING OR IN ANY OTHER MANNER DECEPTIVE INFORMATION WHICH IS NOT PROVIDED DIRECTLY BY THE COMPANY ON OR THROUGH THE WEBSITE.

34.4. THE COMPANY CANNOT BE HELD RESPONSIBLE OR LIABLE FOR ANY ERRORS (INCLUDING MANIFEST AND TYPOGRAPHICAL ERRORS), ANY INTERRUPTIONS (WHETHER DUE TO ANY (TEMPORARY AND/OR PARTIAL) BREAKDOWN, REPAIR, UPGRADE OR MAINTENANCE OF THE SERVICES) OR OTHERWISE, INACCURATE, MISLEADING OR UNTRUE INFORMATION OR NONDELIVERY OF INFORMATION. EACH USER REMAINS RESPONSIBLE AT ALL TIMES FOR THE ACCURACY, COMPLETENESS AND CORRECTNESS OF THE (DESCRIPTIVE) INFORMATION (INCLUDING, AVAILABILITY AND ANY PERSONAL DATA OR OTHER INFORMATION) DISPLAYED ON OR THROUGH THE WEBSITE.

34.5. THE WEBSITE, ALONG WITH THE UNDERLYING EXECUTION INTERFACE, REQUIRES A WIFI OR INTERNET CONNECTION (THROUGH MOBILE DATA) IN ORDER TO FUNCTION. THEREFORE, THE USER SHALL NOT HOLD THE COMPANY AND/OR ANY RELATED ENTITY LIABLE OR RESPONSIBLE FOR ANY DAMAGES OR LOSSES WHICH MAY ARISE FROM THE FACT THAT THE USER DOES NOT HAVE SUFFICIENT WIFI OR INTERNET CONNECTION IN ORDER FOR

THE APP AND/OR THE UNDERLYING EXECUTION INTERFACE TO FUNCTION PROPERLY.

34.6. YOU HEREBY IRREVOCABLY RELEASE THE COMPANY AND ANY RELATED ENTITY (AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) FROM ANY DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES) OF EVERY KIND OR NATURE, SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING OUT OF THE USER'S INTERACTION WITH THE EXECUTION INTERFACE AND/OR THE WEBSITE AND THE TRANSACTIONS WHICH YOU INSTRUCT THE COMPANY TO CARRY OUT ON YOUR BEHALF.

34.7. TO THE EXTENT PERMITTED BY LAW, THE COMPANY, ALONG WITH ANY RELATED ENTITY, HEREBY EXCLUDES:

- (I) ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY;
- (II) ANY LIABILITY FOR ANY DIRECT, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, LOSS OF INCOME, PROFIT OR REVENUE; LOSS OF BUSINESS; LOSS OF PROFITS; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL, USER INSATISFACTION, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, SERVICE INTERRUPTIONS, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, INCURRED BY ANY USER IN CONNECTION WITH THE WEBSITE, THE SERVICES, THE EXECUTION INTERFACE WITHIN THE WEBSITE OR THESE TERMS.

34.8. THE USER UNDERSTANDS THAT WALLETS AND PROGRAMS GATEWAYS RELY ON TECHNOLOGY WHICH IS OPERATED BY THIRD PARTIES WHICH DO NOT FALL WITHIN THE SCOPE OF CONTROL OF THE COMPANY. THE USER UNDERSTANDS AND AGREES THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY DIRECT OR INDIRECT DAMAGES WHICH MAY ARISE FROM OPERATIONS OR LOSS ON WALLETS, PROGRAMS AND/OR PROGRAM GATEWAYS. THE USER UNDERSTANDS THAT THE

COMPANY IS ONLY A SERVICE PROVIDER WORKING WITH AN IT TEAM THAT OWNS THE INTERFACE. THE ABILITY TO TRANSFER OUT DIGITAL ASSETS TO WALLETS THROUGH THE WEBSITE DOES NOT MAKE THE COMPANY LIABLE IN ANY WAY, NOR SHALL IT BE CONSIDERED AS AN OFFERING OF THE PROGRAMS AND/OR PROGRAM GATEWAYS. THE COMPANY SHALL IN NO EVENT BE HELD LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES WHICH USERS MAY UNDERGO FROM THE MISREPRESENTATIONS MADE BY THE WALLETS, THE PROGRAMS AND/OR PROGRAM GATEWAYS AND/OR ANY LOSS OF ASSETS AS A RESULT OF WALLETS, PROGRAMS AND/OR PROGRAM GATEWAYS.

34.9. THE COMPANY AND RELATED ENTITIES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF THE WEBSITE, THE SERVICES AND THE EXECUTION INTERFACE WITHIN THE WEBSITE. THE COMPANY AND THE RELATED ENTITIES WILL NOT BE LIABLE FOR THE QUALITY OF THE DIGITAL ASSETS WHICH MAY BE PURCHASED ON THE EXCHANGES CONNECTED TO THE EXECUTION INTERFACE. THE USER SHALL NOT HOLD THE COMPANY AND THE RELATED ENTITIES LIABLE OR RESPONSIBLE FOR ANY DIGITAL ASSETS PURCHASED ON THE EXCHANGES CONNECTED TO THE EXECUTION INTERFACE WHICH ARE TAINTED WITH FUNDS ORIGINATING FROM MONEY LAUNDERING. THE COMPANY AND THE RELATED ENTITIES WILL NOT BE LIABLE FOR THE NON-COMPLIANCE OF THE USER WITH ANY LAWS GOVERNING HIS/HER ACTIVITY ON THE WEBSITE.

34.10. THE COMPANY AND THE RELATED ENTITIES WILL NOT BE LIABLE IN ANY WAY IF THE SERVICES MADE AVAILABLE ON THE WEBSITE ARE NOT AVAILABLE. THE COMPANY WILL NOT BE LIABLE FOR ANY ADVERTISEMENT MADE IN RELATION TO THE SERVICES MADE AVAILABLE ON OR THROUGH THE APP.

34.11. THE COMPANY AND THE RELATED ENTITIES IS/ARE NOT LIABLE FOR (PARTIAL) INTERRUPTIONS TO AND DOWNTIME OR SYSTEM FAILURE OF THE SERVICES DUE TO REPAIR, MAINTENANCE OR UPDATE WORK OR FOR OTHER REASONS THAT IT CANNOT DIRECTLY CONTROL INCLUDING BUT NOT LIMITED TO HACKS OR THAT ONLY IMPEDE USE OF THE SERVICES, EXCHANGES OR THIRD-PARTY SERVICE PROVIDERS TO ANY NEGLIGIBLE EXTENT, WHETHER FORESEEABLE OR UNFORESEEABLE. THIS PROVISION APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS.

34.12. IN ANY EVENT, THE COMPANY WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE SERVICES OR

ANY TRANSACTION, ANY LOSSES WHICH MIGHT BE INCURRED BY YOU DUE TO PRICE FLUCTUATION WHETHER IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, MORE THAN THE VALUE OF THE RELEVANT TRANSACTION.

34.13. THE COMPANY IS NOT LIABLE OR RESPONSIBLE FOR THE REMITTANCE, COLLECTION, WITHHOLDING OR PAYMENT OF THE RELEVANT TAXES DUE ON DIGITAL ASSETS YOU PURCHASE OR CONVERT TO THE RELEVANT TAX AUTHORITIES. YOU UNDERSTAND AND AGREE THAT BY FILING ANY CLAIM MORE THAN THIRTY (30) DAYS AFTER THE DISCOVERY OF THE ALLEGED LIABILITY, YOU WILL BE DEEMED TO HAVE FORFEITED YOUR RIGHTS. ANY SUCH CLAIM SHALL BE TIME-BARRED.

35. Indemnification

35.1. You agree to defend, indemnify and hold harmless the Company with their respective shareholders, officers, directors, employees, agents (each, an "Indemnified Party") from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys' and experts' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from your unauthorized use of the Website or from any breach by you of these Terms, the Privacy Policy, the Execution-Only Mandate Agreement applicable to you, the Company's AML Policy including without limitation any actual or alleged violation of any law, rule or regulation.

36. Entire Agreement & Severability

36.1. These Terms, the Execution-Only Mandate Agreement applicable to you, the Privacy Policy (applicable to Users and to Swiss Users) and the applicable policies (including the Company's AML Policy), subject to any amendments, shall constitute the entire agreement between you and the Company with respect to the Services including the Website and the Execution Interface. If any provision of these Terms is found to be invalid by a court or competent jurisdiction, that

provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

37. Termination

37.1. You may terminate your User Interface and stop using the Services at any time and without notice to the Company. Similarly, you can terminate these Terms, the access to the Services at any time without notice or Court order.

37.2. The Company may terminate or suspend your User Interface or ability to use the Service, in whole or in part, in the event that (i) you violate these Terms or violate any other rules that govern the use of the Services, including policies, (ii) your conduct may harm the Company, Users or others or cause the Company or others to incur liability, (iii) your User Interface or Orders have been used for or suspected to be used for illegal, fraudulent or malicious activities or (iv) the Company receives a freezing order, stop order, directive, or any form of order from any judicial body, national authority or governmental authority or governmental agency which is directed towards any account registered under your name or (v) as otherwise determined by the Company in its sole discretion. You may retrieve your Assets within ten (10) days from the notification of termination of your User Interface. Any Personal data, along with any copies, shall be deleted subject to any obligatory retention periods which may arise from the Applicable Laws. The Company does not warrant and guarantee that Personal data which is publicly available online and/or on search engines will be deleted.

37.3. The Company may modify and adapt the Services, and all Website Content and other items used or contained in the Service, at any time without any obligation to indemnify you. The Company is entitled at any time to delete your User Interface and block your access to the Website in the event it considers that

your use of the Services does not fully comply with these Terms or with any Applicable Laws.

37.4. In any case, the Company reserves the right to terminate the Services to anyone at any time without notice for any reason. Your access to, use of, or participation in the Services, including any content therein, may be prevented by the Company at any time after your termination of your User Interface.

Notwithstanding such termination, you agree that you will continue to be subject to the obligations which, by their nature, survive such termination or suspension, including the obligations relating to Intellectual Property Rights and conservation of certain information for a certain period of time.

38. Reservation Of Rights

38.1. The Company retains the right to, in its sole discretion, immediately terminate any User Interface, prevent or restrict access to the Services or take any other action to restrict access to the App or Execution Interface. The Company reserves the right and has absolute discretion but not an obligation, to remove, screen or edit any content that violates these provisions or is otherwise objectionable.

38.2. The Company reserves the right to refuse or terminate a User Interface if you are otherwise making inappropriate use of your domain name. In any such case, the Company shall duly inform you with a reason why it exercised the right set out in this Section 38. The Company shall proceed to return the Assets to you, unless the termination of the User Interface was carried out by the Company due to any illicit activity which contravenes any anti-money laundering laws and thereby triggers the Company's obligation to freeze any or all of the User's assets until further notice.

38.3. NO WAIVER: The Company's failure to enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

39. Modifications

39.1. The Company reserves the right to make any changes to these Terms at any time, as the Company deems necessary or desirable. If we make any material changes, we will notify you on the Website and, when possible, by email, prior to the change becoming effective. Your continued use of the Website and the Services after any such changes or after explicitly accepting the new Terms, upon logging into the Website and/or using the Services shall constitute your consent to such changes. If you do not agree to any modifications to these Terms, you should stop using the Services. Your use of Services following the date on which such amended Terms are published will constitute your consent to the updated Terms. The updated version of the Terms will include a new "last modified" date at the top of the Agreement in order to identify the then-currently applicable Terms. Following receipt of such a notice and the posting of the updated version of the Terms on the Website, please review the Terms in order to ensure that you understand how your rights and responsibilities may have been affected by the revisions.

40. Assignment

40.1. You may not assign any of your rights, licenses, or obligations under these Terms and/or the Execution-Only Mandate Agreement applicable to you. Any such attempt at assignment by you shall be void. The Company may assign its rights, licenses, and obligations under these Terms without limitation.

41. Contact

41.1. If You wish to contact Us regarding "Terms of Use" paper, please do so by following email address i@techhy.me.

42. Privacy Policy

42.1. By creating and using an account on techhy.me you confirm you have read and agree to follow our Privacy Policy.