

ALF Services General Terms and Conditions

Valid from 01/10/23

PLEASE READ THESE TERMS AND CONDITIONS OF ALF SERVICES UAB (HEREINAFTER "TERMS") CAREFULLY. BEFORE USING THE SERVICES DESCRIBED HEREIN. THESE TERMS APPLY TO YOUR (HEREINAFTER "USER", "YOU") USE OF THE SERVICES INCLUDING www.myriadtrust.io (HEREINAFTER "WEBSITE"), THE TECHNOLOGY AND THE PLATFORM ASSOCIATED THEREWITH, WHICH ARE OPERATED AND MAINTAINED BY ALF SERVICES UAB COMPANY UNDER LITHUANIAN LAW (REG.CODE 305955832), WITH ITS REGISTERED OFFICE AT, VILNIUS, KALVARIJU 12,5, COUNTRY LITHUANIA, (HEREINAFTER "ALF SERVICES", "WE", OR "US").

BY USING SERVICES OFFERED ON THE WEBSITE AND THEREIN, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT AN AUTHORIZED USER OF THESE SERVICES AND YOU SHOULD NOT USE THIS WEBSITE NOR ITS PRODUCTS.

ALF SERVICES RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON. ALF SERVICES URGES YOU TO REVIEW THESE TERMS PERIODICALLY FOR CHANGES. SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. YOU ACKNOWLEDGE THAT BY ACCESSING THE WEBSITE AFTER ALF SERVICES HAVE POSTED CHANGES TO THESE TERMS, YOU ARE AGREEING TO THE MODIFIED TERMS.

1. Enforcement & Amendments

- 1.1. These Terms constitutes a binding agreement between ALF Services and the user as soon as the user visits the Website and uses Services. By doing so, the user confirms that he has read and accepted these Terms in their entirety before finishing the registration procedure.
- 1.2. The user accepts that Terms may be updated by ALF Services from time to time. If the user does not read and accept the Terms in its entirety he should not use or continue using the Services.
- 1.3. We reserve the right to alter, amend or modify these Terms from time to time, in our sole discretion. We will provide you with notice of such changes by sending an e-mail, providing notice on the homepage of the Website and/or by posting the amended Terms via our Website and updating the date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting on Website

2. Provided Services

- 2.1. Our Services provide you with a possibility to Exchange one type of crypto asset to another one.
- 2.2. For the purposes hereof "Exchange" shall mean an exchange of the crypto asset of one type to the crypto asset of another type at the terms and conditions set forth by exchanging parties, which is executed via the Third-party service in respective blockchain network. When you exchange crypto assets you acknowledge and agree that the Exchange will be processed through the third-party exchange service with additional fees applicable to such Exchange. You acknowledge and agree that the exchange rates information made available via the Services are an estimation only and may differ from prevailing rates available via other sources outside of our Services.
- 2.3. "Crypto Assets" herein shall be deemed as type of assets which can only and exclusively be transmitted by means of blockchain technology, including but not limited to digital coins and

digital tokens and any other type of digital mediums of exchange, such as Bitcoin, Ethereum, Litecoin, Dash etc, to the full and absolute exempt of the securities of any kind.

2.4. To be able to use all possibilities and functionality of our Services you shall go through the registration process and create a ALF Services Account. "ALF Services Account" is a user account accessible after the registration process and via the Services where the user may request to make a crypto assets exchange. User should manage and maintain only one ALF Services Account. Users are prohibited from creating multiple accounts. When you create a ALF Services Account you oblige to:

- I. change the password, which is generated by our Services automatically, for a strong password that you do not use for any other websites, online or off-line services;
- II. provide accurate e-mail, which actually belongs to you and shall be, therefore, verified. The access to the services provided by the ALF Services without verification of the e- mail is not allowed;
- III. maintain the security of your ALF Services Account and promptly notify us if you discover any suspicious activity related to your account;
- IV. agree to pass through AML/KYC procedures, which may be applied to You according to our internal AML/KYC policies. As a part of such procedures, ALF Services reserves the right to request additional information and documents, which are aimed without limitation to identify our user and to prove the source of the funds;
- V. take responsibility for all activities that occur under your ALF Services Account.

2.5. YOU HEREBY UNDERSTAND AND ACKNOWLEDGE, THAT ANY DELAYS ARE POSSIBLE; YOU INDEMNIFY AND HOLD US HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE EXCHANGE DELAY, WHETHER ORIGINATED FROM OUR FAULT OR NOT.

3. Payment of fees

- 3.1. The Service fee shall be 3% of the currency received by the Customer after such exchange. The fee shall cover all costs related to the Services, incl. costs related of creating and maintaining individual crypto address for the Customer
- 3.2. If the Customer is also a client of Crypto Conseil Suisse SA (registry no. CHE-215.913.206) and has signed the Advisory Agreement by Crypto Conseil Suisse SA, then the fee described in section 2.1. to the Customer shall be 2% of the total value of every such currency exchange. The Customer must notify the Contractor that he/she/it is eligible for the lower fee rate and the lower fee rate will apply after the Contractor has confirmed that the Customer does meet the aforementioned requirements.
- 3.3. Account opening fee: The Customer shall pay an account opening fee of 200 Euros, which allows, among other things, the creation of dedicated blockchain addresses for the client.
- 3.4. Trading fee minimum: The minimum trading fee shall be 40 Euros or 2% of the transaction value, whichever is greater.
- 3.5. Withdrawal Fee: The withdrawal fee will vary based on market conditions, liquidity, and various other factors. In any situation, the maximum withdrawal fee will not exceed 1% (in addition to any applicable blockchain transaction fees, such as Gas fees, which are beyond our control and do not contribute to our revenue).

4. AML and KYC procedure

- 4.1. ALF Services reserves the right to apply the AML/KYC procedure to particular users, addresses and particular transactions of crypto assets.

5. Eligibility

- 5.1. Prior to your use of the Services and on an ongoing basis you represent, warrant, covenant

and agree that:

- I. you use our Services at your sole option, discretion and risk;
 - II. you are solely responsible for any applicable taxes which may be payable while using our Services;
 - III. you agree to pay the fees for Exchanges completed via Services as defined by ALF Services, which We may change from time to time;
 - IV. there are risks, associated with Internet-based system, such as the failure of hardware, software, and Internet connections, such as any malfunction and unintended function;
 - V. you guarantee that your crypto assets belong to you and they are not sold, encumbered, not in contention, or under seizure, and that neither exist any rights of third parties to your crypto assets;
 - VI. you shall provide correct information for constructing Exchange. Such wallet addresses shall not be associated with terrorism, fraudulent, scam or any type of illegal activity.
- 5.2. You further represent, agree and warrant, that you will not violate any law, contract, third-party right or commit a tort by accessing or using the Services, and that you are solely responsible for your actions and/or inactions while using our Services. Without prejudice to the foregoing, you represent, agree and warrant, that YOU WILL NOT:
- I. use our Services or will immediately cease using those if any applicable law in your country prohibits or will prohibit you at any time from doing so;
 - II. use our Services to participate in fraudulent, scam or any type of illegal activity;
 - III. exchange via our Services or attempt to pay-in crypto assets, which are obtained from illegal gambling activities; fraud; money-laundering; or terrorist activities; or any other illegal activities. With our Services the user can only use crypto assets, which are obtained from legal sources;
 - IV. provide false, inaccurate, or misleading information;
 - V. attempt to modify, decompile, reverse-engineer or disassemble our software in any way;
 - VI. use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services or to extract data;
 - VII. attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;
 - VIII. develop any third-party applications that interact with our Services without our prior written consent;
 - IX. Encourage or induce any third party to engage in any of the activities prohibited under this Section.
- 5.3. YOU INDEMNIFY AND HOLD US HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA OR LOSS OF ASSETS, WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH INVALIDITY OR BREACH OF ANY OF THE PROVISIONS OF THIS SECTION AND THE ENTIRE TERMS.

6. Information Privacy

- 6.1. Never share the details of your transaction, including, but not limited to, your ALF Services ID, the transaction hash, recipient address and/or e-mail related to a ALF Services account, with anyone except ALF Services representatives. ALF Services will not request specific information about user accounts, transactions or other personally identifiable data from you unless: (i) the information is requested to help complete a transaction initiated by you; (ii) the information is requested to efficiently process your enquiry; or (iii) it is legally required e.g. in connection with the AML/KYC procedure.
- 6.2. You should ascertain that your transactions and/or account details are not disclosed by ensuring that you do not knowingly or accidentally share, provide or facilitate unauthorized use of it.

6.3. WITHOUT LIMITING THE FOREGOING, ALF SERVICES SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES INCURRED AS A RESULT OF ANY INFORMATION SUBMITTED TO IT THROUGH THIS WEBSITE OR ANY CONTACT E-MAIL THEREOF OR FOR ITS TRANSMISSION OF INFORMATION TO ANY PERSON(S) OR ENTITY(IES) AS A RESULT OF A REQUEST FOR SUCH TRANSMISSION REASONABLY BELIEVED BY ALF SERVICES TO HAVE BEEN MADE BY SUCH PERSON OR ENTITY.

7. Risk Disclosure

- 7.1. ALF Services does not and will not provide any investment advice or legal advice regarding your exchange. You acknowledge that only you are responsible for your decisions and actions performed on our platform and we will not make any personal recommendations for or advise you on the exchange of particular crypto assets. Before performing any exchange of crypto assets, you should carefully consider whether such an exchange is suitable for you with your current circumstances and financial resources.
- 7.2. Be aware that crypto assets are generally assumed to be subject to high volatility due to them still being in the early stages of developing, technologically and financially. Crypto assets do not necessarily have a specific form of protection or regulation by any governmental body, which means that by exchanging crypto assets, you will not be able to enforce any guarantees or safeguards expected with regulated financial services.
- 7.3. THE RISK OF LOSS IN THE EXCHANGE OF CRYPTO ASSETS CAN BE SUBSTANTIAL, AND THEREFORE YOU SHOULD UNDERSTAND THE POSSIBILITY OF LOSSES ASSOCIATED WITH THE EXCHANGE OF CRYPTO ASSETS AND MUST ASSUME RESPONSIBILITY FOR ALL THE RISKS ASSOCIATED WITH SUCH EXCHANGES AND FOR THEIR RESULTS.

8. Third-Party Content and Services

- 8.1. For the purposes hereof "Third-Party Content" shall mean the content provided by third parties, including without limitation links to web pages of such parties, which may be represented on the Website and other Services. At the same time "Third-party service" refers to any platform or network in which crypto assets belong to you or where you are the beneficial owner of crypto assets; and this platform is maintained by a third party outside of the Services;
- 8.2. No control over third-party services. You may be charged fees by the third-party service provider. ALF Services is not responsible for any third-party services' fees. You are solely responsible for your use of the third-party service, and you agree to comply with all terms and conditions applicable to any third-party service.
- 8.3. The exchange rates discrepancy is at any time possible due to the Third-Party algorithms.
- 8.4. While using our Services, you may view Third-Party Content. We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk. You expressly waive any right or claim against Alf Services arising from interactions with third parties on the basis of your order.

9. Copyright Infringement

- 9.1. As ALF Services asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If the material located on or linked to Website or App violates any copyright please notify ALF Services at info@myriadtrust.io. ALF Services will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a User who may infringe

or repeatedly infringes the copyrights or other intellectual property rights of ALF Services or others, ALF Services may, in its discretion, terminate or deny access to and use of the Services.

10. Intellectual Property

- 10.1. All our intellectual property assets (hereinafter "IP") including but not limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme and graphics are protected by local and international intellectual property laws and treaties.
- 10.2. We hereby grant you a limited, nonexclusive and non-sublicensable license to access and use our IP for your personal use only.

- 10.3. In any case you may not alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, video, audio, software code, user interface design or logos.
- 10.4. The license granted under this Section will automatically terminate if We suspend or terminate your access to the Services
- 10.5. In case you upload or share any feedback, suggestion, idea or other information or material (hereinafter "Content") with us you automatically grant us a worldwide license to use your content. It becomes part of the public domain as long as it remains on our Website and Services. It can be used for marketing or any other purposes at our sole discretion.

11. Limitation of Liability

- 11.1. In no event will ALF Services be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for:
- I. any special, incidental or consequential damages;
 - II. the cost of procurement or substitute products or services;
 - III. for interruption of use or loss or corruption of data; or
 - IV. for any amounts that exceed the fees paid by User to ALF Services under this Agreement during the twelve (12) month period prior to the cause of action.
- 11.2. ALF Services shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

12. Disclaimer of Warranties

- 12.1. The Services are provided "as is". ALF Services hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. ALF Services makes no warranty that the Services will be error free or that access thereto will be continuous or uninterrupted.

13. General Representation and Warranty

- 13.1. User represents and warrants that:
- I. use of the Services will be in strict accordance with the ALF Services Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in User's country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which the User reside) and
 - II. use of the Services will not infringe or misappropriate the intellectual property rights of any third party.

14. Indemnification

- 14.1. User agrees to indemnify and hold harmless ALF Services, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of use of the Services, including but not limited to violation of this Agreement.

15. Termination of the Terms

- 15.1. We reserve the right to terminate these Terms access to Services at any time, with or without cause, with or without notice, effective immediately.

16. Dispute Resolution

- 16.1. The law of **Lithuania** shall apply to these Terms.
- 16.2. All disputes arising from these Terms will be settled by the negotiations of the parties. If the disputes resulting from these Terms could not be settled by the negotiations of the parties within a reasonable timeframe, the dispute will be solved in **Lithuania**.

17. Changes

- 17.1. Continued use of the Website following the posting of such changes will constitute assent to all such changes. Please periodically visit this section to review the current version of these Terms.
- 17.2. ALF Services reserves the right, at its sole discretion, to modify or replace any part of this Agreement. ALF Services may also, in the future, offer new Services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the Terms of this Agreement.
- 17.3. ALF Services may change these Terms from time to time, at ALF Services sole discretion.