

## **AQUARIUS CUSTOMER AGREEMENT**

### **1. INTRODUCTION**

#### **1.1 Contracting Parties.**

This Agreement constitutes a legally binding contract between you and Aquarius.

"**Aquarius**", "**we**", "**our**" or "**us**" refers to **AFT Labuan Limited** (Company No. LL17697), a private limited company incorporated in Labuan, Malaysia with a registered office address at Level 6 (D), Main Office Tower, Financial Park Complex, Jalan Merdeka, 87000 Labuan F.T. Malaysia. AFT Labuan Limited holds a money broking license issued by the Labuan Financial Services Authority ("**LFSA**") under the Labuan Financial Services and Securities Act 1990 ("**LFSSA**").

"**You**", "**your**", "**yours**", "**customer**", "**member**" or "**user**" refers to the person with whom Aquarius enters into this Agreement. "**Person**" includes any individual, body corporate, trust, sole proprietorship, partnership, unincorporated association, authority and fluctuating bodies of persons.

#### **1.2 Aquarius Membership.**

You may register for a Membership with Aquarius ("**Aquarius Membership**") through a registration and contract process via [www.agex.io](http://www.agex.io) or any of our associated web sites, application programming interfaces ("**API**") or mobile applications (collectively, the "**Aquarius Site**"). Please refer to Section 4 for further details on how to register for an Aquarius Membership.

#### **1.3 Agreement.**

1.3.1 Please read this Agreement carefully and ensure that you understand this Agreement fully. By registering for an Aquarius Membership, you acknowledge and confirm that you have read, understood, and accept all terms and conditions contained in this Agreement, which shall include the following:

- (a) Aquarius Market Trading Rules,
- (b) Aquarius Privacy Policy,
- (c) Aquarius Cookie Policy, and
- (d) all other agreements as may be entered into between you and us as well as any ancillary statements, policies and/or documents in relation to the Aquarius Site, Aquarius Trade Platform (as defined below) and/or any of the Aquarius Services (as defined below),

all of which (including this Agreement) are available on the Aquarius Site and may be amended from time to time (collectively, the "**Aquarius Documents**" and each an "**Aquarius Document**"). Each Aquarius Document forms an integral part of this



Agreement and shall be construed accordingly. For the avoidance of doubt, the term “**Aquarius Documents**” includes this Agreement, and shall be construed accordingly in the context of which such terms appear.

1.3.2 If you do not accept or disagree with any part of this Agreement, please terminate your Aquarius Membership or cancel your registration for an Aquarius Membership, where applicable, and refrain from using the Aquarius Site, the Aquarius Trade Platform or any of the Aquarius Services. If you continue to have an Aquarius Membership and use the Aquarius Site, the Aquarius Trade Platform or any of the Aquarius Services, it shall be assumed that you accept and agree to be bound by this Agreement.

#### 1.4 **Services.**

All our services offered (“**Aquarius Services**”) can be accessed via the Aquarius Trade Platform (the “**Aquarius Trade Platform**”) accessible online via the Aquarius Site, after you have successfully registered and completed the verification procedures for an Aquarius Membership. Please refer to Section 3 for further details on the Aquarius Services.

#### **RISK WARNING:**

***The risk of loss in trading or holding cryptocurrencies can be substantial. The value of cryptocurrencies can go up or down, with substantial risk that you can lose money buying, selling, holding, or investing in cryptocurrencies. You will not be able to recover all the money or cryptocurrencies you paid to Aquarius if Aquarius’ business fails. You should transact in cryptocurrencies only if you are prepared to accept the risk of losing all the monies you put into the cryptocurrencies. Certain Aquarius Services may not be currently regulated by the appropriate authorities. Certain Aquarius Services may not fall within scope of the relevant regulatory authority. Cryptocurrencies may not be or are not subject to any type of protection requirements. Once recorded on the public blockchain, transaction in cryptocurrencies are irreversible, even if such transactions are unintended or unauthorized. You should carefully consider whether trading or holding of cryptocurrencies is suitable for you considering your financial condition.***

## 2. **ELIGIBILITY.**

2.1 You must:

- (a) be an individual who is least 18 years of age and have full capacity to accept the terms and conditions of this Agreement and enter any transaction through the Aquarius Site; or
- (b) be a validly existing legal entity (such as a body corporate, trust, sole proprietorship, partnership, unincorporated association, authority and fluctuating bodies of persons or such other entity validly incorporated under the laws of its jurisdiction) and duly incorporated under the laws of your jurisdiction, where: (i) the Aquarius Account Corporate Membership Application Process (as set out in

**Appendix 3**) has been complied with; and (ii) the individual completing the registration and contract process on behalf of the legal entity:

- (A) is an officer or appointed official representing the legal entity,
- (B) is duly authorized by the legal entity to carry out the registration and to contract on behalf of the legal entity with Aquarius, and
- (C) can provide supporting evidence of the above upon request by Aquarius,

residing in a country in which the Aquarius Services are accessible to you and are not otherwise restricted, prohibited or illegal, to be eligible to use any of the Aquarius Services.

2.2 Notwithstanding Section 2.1, we may impose additional eligibility requirements for specific Aquarius Services. In the event we are of the opinion that you are not, or are no longer, eligible to use the relevant Aquarius Service, we shall be entitled to take any action as we deem fit including but not limited to restricting, suspending or terminating your access to your Aquarius Account(s), or such other action as set out in Section 10.1.

### **3. AQUARIUS SERVICES.**

3.1 Subject to your compliance with the Aquarius Membership procedures as set out in Section 4, Aquarius may provide the following services (“**Aquarius Services**”) on the Aquarius Trade Platform:

#### **(a) Aquarius Account.**

- (i) Aquarius will provide you with an account (“**Aquarius Account**”). The Aquarius Account shows the balance details of all your Approved Digital Currencies (defined below) held with Aquarius and operates as a control panel which allows you to oversee, track, trade, transfer, receive and generally manage the balances of your Approved Digital Currencies.
- (ii) The Aquarius Account is linked to hosted custody accounts supported by third party service providers engaged by us, where your Approved Digital Currencies are held in the following manner:

- (A) your Approved Digital Fiat Currencies shall be held in one or more Aquarius bank account(s) maintained and managed by a regulated bank, and
- (B) your Approved Digital Cryptocurrencies shall be held in one or more cryptocurrency wallets maintained and managed by a digital asset custodian,

the custody process of which are further set out in Sections 7.4 and 7.5 (in respect of Approved Digital Fiat Currencies) and Sections 8.2 and 8.3 (in respect of Approved Digital Cryptocurrencies).

- (iii) For the purposes of this Agreement, references to (A) deposit of Approved Digital Currencies with Aquarius or to Aquarius Account; (B) withdrawal of

Approved Digital Currencies from Aquarius or Aquarius Account; (C) holding of Approved Digital Currencies in Aquarius Account, shall refer to deposit to, withdrawal from or holding in (as the case may be) hosted custody accounts stipulated in Section 3.1(a)(ii) above and vice versa, and such words are to be construed accordingly.

Please refer to Section 5 for further details in relation to Aquarius Account Services.

**(b) Aquarius Exchange Services.**

A digital currency exchange service enabling you to carry out any of the following on the Aquarius Trade Platform ("**Aquarius Exchange Services**"):

- (i) receive price information relating to the sale, purchase or exchange of Approved Digital Currencies (defined below) listed on the Aquarius Trade Platform,
- (ii) place trade orders for the sale, purchase or exchange of Approved Digital Currencies,
- (iii) trade Approved Digital Currencies, or
- (iv) track, transfer and generally manage your Approved Digital Currencies as displayed in your Aquarius Account(s).

Please refer to Section 6 for further details in relation to Aquarius Exchange Services.

**(c) Additional Services.**

In addition to Sections 3.1(a) and (b) above, additional services ("**Additional Services**") may be made available by Aquarius to you. Such Additional Services will be made publicly available through the Aquarius Site or through written notice to you and shall be subject to such additional and/or amended terms and conditions as we may impose. Your continued use of the Aquarius Services after such notification has been made available to you constitutes an affirmation of your agreement to such additional and/or amended terms and conditions.

**3.2 Approved Digital Currencies.**

3.2.1 For the purposes of this Agreement:

- (a) fiat or government-issued currencies supported or accepted by Aquarius such as GBP, EUR and CHF ("**Approved Digital Fiat Currencies**"), and
- (b) cryptocurrencies approved and listed by Aquarius for trading on the Aquarius Trade Platform, such as Bitcoin and Ethereum ("**Approved Digital Cryptocurrencies**"),

are collectively referred to as the "**Approved Digital Currencies**", or individually, the "**Approved Digital Currency**".



- 3.2.2 Aquarius Services are available in connection with the Approved Digital Currencies, as offered on the Aquarius Trade Platform and may change from time to time. We may in our sole and absolute discretion terminate our approval or support for any Approved Digital Currencies by providing you with reasonable notice by email to the email address associated with your Aquarius Account and Aquarius Membership to announce the end of such support. If you do not liquidate, sell or withdraw such unsupported Approved Digital Currency out of your Aquarius Account and off the Aquarius Trade Platform during the said notice period, Aquarius reserves the right to:
- (a) withdraw such unsupported Approved Currency from your Aquarius Account, and
  - (b) credit your Aquarius Account with the equivalent market value of an Approved Digital Currency, the denomination of which shall be decided in our reasonable discretion.
- 3.2.3 You shall not under any circumstances attempt to use your Aquarius Account to store, send, request, or receive cryptocurrencies which are not Approved Digital Cryptocurrencies supported by Aquarius, and we shall assume no responsibility or liability in connection with any such attempt. You acknowledge and agree that Aquarius bears no responsibility whatsoever and is not liable for any unsupported asset that is sent to your Aquarius Account.
- 3.2.4 If you have any questions about the Approved Digital Currencies, please submit an enquiry ticket to Aquarius Customer Support by visiting the “Help Desk” page of the “Support” section on the Aquarius Site.

### **3.3 Fees.**

- 3.3.1 You agree to be responsible for the payment of all fees in respect of the Aquarius Services used by you. Details of fees for Aquarius Services, as may be amended by us from time to time, can be found by visiting the “Account” or “Trader” sections on the Aquarius Site.
- 3.3.2 The use of Aquarius Services is subject to your full payment of our monthly Membership Fee (“**Membership Fee**”) for the prescribed period, which is billed the first day of the month following the month that you join. For details on the Membership Fee, please refer to the “Membership” page on the Aquarius Site. In the event that you fail to pay for the Membership Fee in accordance with the guidelines, we may and you authorize us to (a) suspend, deactivate, cancel, restrict or terminate your Aquarius Membership and/or your access to your Aquarius Account and/or any or all Aquarius Services, and/or (b) terminate this Agreement.

## **4. AQUARIUS MEMBERSHIP.**

### **4.1 Registration.**

- 4.1.1 You must first register on the Aquarius Site, complete the verification procedures set out in Section 4.2 and deposit funds, to use the Aquarius Services for the prescribed period. Your Membership Fee will be deducted from your balance on the first day of the following month. By registering for an Aquarius Membership, you agree and represent that you will

use the Aquarius Services only for yourself or the legal entity that you lawfully represent unless you have obtained prior written approval from Aquarius to do otherwise.

- 4.1.2 We may, in our sole and absolute discretion, refuse to register or cancel your registration for an Aquarius Membership or limit the number of Aquarius Memberships that you may have.

## **4.2 Verification Procedures.**

- 4.2.1 After completing the registration on the Aquarius Site, you will need to complete certain verification procedures before you are permitted to use the Aquarius Services. For this purpose, you agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crimes and permit us to keep a record of such information.
- 4.2.2 Your access to one or more Aquarius Services and the limits that apply to your use of the Aquarius Services (please refer to Section 9 for further details) may be altered as a result of information collected about you on an ongoing basis.
- 4.2.3 The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, a government identification, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) and in some special cases (where permitted by law), special categories of personal data, such as your biometric information. If you are representing a legal entity, you will also need to provide certain governing documents of the legal entity and such information as we may require on the beneficial owners and controlling persons of the legal entity.
- 4.2.4 In providing us with the information mentioned in Section 4.2.3 or any other information as we may require, you undertake and confirm that all such information provided by you or on your behalf is accurate, true, authentic, complete and current **at all times**. In the event there is any reasonable doubt that any information provided by you or on your behalf is wrong, misleading, untruthful, outdated or incomplete, you shall provide us with the necessary corrections, updates or clarifications to your information as demanded by us, failing which, we may in our sole and absolute discretion cancel your registration for an Aquarius Membership and/or terminate all or any part of the Aquarius Services to you.
- 4.2.5 You agree and undertake to keep us updated if any of the information you provide changes.
- 4.2.6 You authorize us to make enquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime and to take such action we deem reasonably necessary based upon the results of such enquiries.
- 4.2.7 For the purposes of carrying out the enquiries mentioned in Section 4.2.6, you acknowledge and agree that your personal information may be disclosed to credit reference, fraud prevention, financial crime agencies or such other related authorities and that these agencies or authorities may respond to our enquiries in full.



4.2.8 If at any time you refuse to provide any required information or document under this Section 4, we reserve the right to cancel your registration for an Aquarius Membership and/or Aquarius Account or suspend or terminate all or any part of the Aquarius Services to you.

#### **4.3 Membership Fee.**

4.3.1 After successfully completing the verification procedures as set out in Section 4.2, you agree to pay the monthly Membership Fee for the prescribed period to use the Aquarius Services. Section 3.3.2 shall apply.

4.3.2 Your first Membership Fee will be deducted from your Aquarius Account on the first day of the month following the month that you join.

4.3.3 All consequent Membership Fees will be deducted from your Aquarius Account, up front, on a monthly recurring basis at 12-00GMT on the first of each month.

4.3.4 For details on the Membership Fees, please refer to the "Membership" section of the Aquarius Site.

#### **4.4 Aquarius Corporate Membership.**

If you are registering for an Aquarius Corporate Membership, the Aquarius Corporate Membership Application Process as set out in **Appendix 3** shall apply. For the purposes of this Agreement and to the extent applicable, references to Aquarius Membership shall also refer to Aquarius Corporate Membership, and such terms are to be construed accordingly.

### **5. AQUARIUS ACCOUNT SERVICES.**

5.1 **Aquarius Account.** Subject to the terms of this Agreement, you can use your Aquarius Account:

(a) to:

- (i) deposit Approved Digital Fiat Currencies to Aquarius Account for purchase of Approved Digital Currencies traded on Aquarius Trade Platform,
- (ii) receive proceeds from the sale of Approved Digital Currencies traded on Aquarius Trade Platform, and/or
- (iii) effect a withdrawal of Approved Digital Fiat Currencies to an approved bank account,

by giving the relevant instructions through the Aquarius Site. Each of such transactions is referred to as a "**Digital Fiat Currency Transaction**".

and/or

(b) to send Approved Digital Cryptocurrency to and/or receive Approved Digital Cryptocurrency from:

- (i) other Aquarius Accounts; and/or
- (ii) subject to certain restrictions, digital wallets held by you or third parties outside of the Aquarius Trade Platform,

by giving the relevant instructions through the Aquarius Site. Each of such transactions is referred to as a "**Digital Cryptocurrency Transaction**".

For the avoidance of doubt, the deposit, receipt, withdrawal or transfer of Approved Digital Currencies referred to in this Section 5.1 refers to a deposit, receipt, withdrawal or transfer of Approved Digital Currencies in or out of the hosted custody accounts supported by third party service providers engaged by us and linked to your Aquarius Account in the manner set out in Section 3.

5.2 **Digital Cryptocurrency Transaction instructions.** Aquarius will process Digital Cryptocurrency Transactions according to your instructions. You accept and agree that Aquarius does not:

- (a) guarantee the identity of any user, receiver, or other party to a Digital Cryptocurrency Transaction. You are solely responsible for ensuring all transaction details are correct, and you should carefully verify all transaction information prior to submitting transaction instructions to Aquarius; and
- (b) have any control over, or any liability in relation to, the delivery, quality or any other aspect of any goods or services that you may buy from or sell to any third party. Aquarius shall not be responsible for, and will take no action in relation to, ensuring that any buyer or seller you transact with using your Aquarius Account completes the relevant transaction or has the requisite authority to do so.

5.3 **Approved Digital Cryptocurrencies.** The Aquarius Account is only available in relation to the Approved Digital Cryptocurrencies that Aquarius, in its sole discretion, decides to support. The Approved Digital Cryptocurrencies may change from time to time. Under no circumstances should you attempt to carry out a Digital Cryptocurrency Transaction in relation to a cryptocurrency other than an Approved Digital Cryptocurrency. In particular, without limiting the generality of the foregoing, you accept and agree that you will have no access, entitlement or claim:

- (a) to any cryptocurrency sent to a receive address associated with your Aquarius Account where that cryptocurrency is not an Approved Digital Cryptocurrency, or
- (b) to any cryptocurrency sent to a receive address associated with your Aquarius Account, where that receive address is associated with another cryptocurrency. For example, you will have no access, entitlement or claim to any Bitcoin Cash (BCH) sent to a Bitcoin (BTC) receive address.

5.4 **Supplemental protocol excluded.** Unless specifically announced on the Aquarius Site or other official public statement of Aquarius, Approved Digital Cryptocurrencies exclude all other protocols and/or functionality which supplement or interact with the Approved Digital Cryptocurrency. This exclusion includes (without limitation) meta coins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins or other functionality, such as staking, protocol governance, and/or any smart contract



functionality, which may supplement or interact with an Approved Digital Cryptocurrency. You acknowledge that you should not use your Aquarius Account to (or attempt to) receive, request, send, store, or engage in any other type of transaction or functionality involving any such protocol as Aquarius is not configured to detect, secure, or process these transactions or functionalities. Any transactions (or attempted transactions) in such items will result in loss of the relevant item. You acknowledge and agree that supplemental protocols are excluded from Approved Digital Cryptocurrency and that Aquarius shall bear no liability for any losses related to supplemental protocols.

- 5.5 **Receiving cryptocurrency.** You may receive Approved Digital Cryptocurrency into your Aquarius Account by providing the sender with a receive address generated in your Aquarius Account. Your Aquarius Account will only be credited with Approved Digital Cryptocurrency sent to a receive address generated through your Aquarius Account and associated with that Approved Digital Cryptocurrency. For example, your Aquarius Account will be credited with ETH when it is sent to an ETH receive address generated through your Aquarius Account.
- 5.6 **Approved Digital Fiat Currencies in your Aquarius Account.** Approved Digital Fiat Currencies deposited to your Aquarius Account is solely for (a) the purchase of Approved Digital Currencies; and/or (b) withdrawal to an approved bank account. Proceeds from the sale of Approved Digital Currencies traded on the Aquarius Trade Platform will be credited to your Aquarius Account.
- 5.7 **Funds received in error.** In the event you know, suspect, or should reasonably know or suspect, that any fiat currency or cryptocurrency has been credited to your Aquarius Account (or to any hosted account) in error, you must immediately notify Aquarius of the error by submitting an enquiry/notice ticket to Aquarius Customer Support by visiting the “Help Desk” page of the “Support” section on the Aquarius Site. You accept and agree that you have no claim or entitlement to any fiat currency or cryptocurrency received in error or as a result of an Erroneous Transaction (see Section 10.2) and must immediately return such fiat currency or cryptocurrency in accordance with the instructions received from Aquarius.
- 5.8 **Right to make changes or adjustments in the event of mistake.** Notwithstanding anything to the contrary, we retain the right to make changes or adjustments to your Aquarius Account as necessary and appropriate in our sole discretion, to correct any mistake (including but not limited to transfers to the wrong party or transfers involving the wrong amount of Approved Digital Currencies) or an Erroneous Transaction (see Section 10.2) in respect of the Approved Digital Currencies in your Aquarius Account, regardless of whether such mistake was committed by you, a third party or Aquarius (or any service provider engaged by it). You agree that you shall have no rights and claims whatsoever to such Approved Digital Currencies which have been deposited or transferred to your Aquarius Account by mistake or as a result of an Erroneous Transaction.

## **6. AQUARIUS EXCHANGE SERVICES.**

- 6.1 **Purchases and sales.** Subject to the terms of this Agreement, you can use Aquarius Exchange Services to:



- (a) buy Approved Digital Cryptocurrency on the Aquarius Trade Platform using:
  - (i) Approved Digital Fiat Currency; and/or
  - (ii) Approved Digital Cryptocurrency,
- (b) sell Approved Digital Cryptocurrency on the Aquarius Trade Platform in return of:
  - (i) Approved Digital Fiat Currency; and/or
  - (ii) Approved Digital Cryptocurrency.

Aquarius facilitates and enables the purchases and sales of Approved Digital Cryptocurrencies between its customers on the Aquarius Trade Platform. Each such transaction is referred to as an "**Aquarius Exchange Transaction**".

**6.2 Aquarius Exchange Transaction.** In accessing and/or using the Aquarius Trade Platform for any purpose, you agree and accept that:

- (a) All trades executed on the Aquarius Trade Platform are executed automatically, based on the parameters of your order instructions, and cannot be reversed unless otherwise provided for under this Agreement. In the case of error or technical issues affecting Aquarius' internal systems, Aquarius may, where possible and in its sole discretion, take steps to reverse or otherwise amend a trade.
- (b) All trading on the Aquarius Trade Platform is subject to Aquarius' fee structure, as set out in the "Account" and/or "Trader" sections on the Aquarius Site. By using the Aquarius Trade Platform, you accept and agree to all applicable fees.
- (c) Aquarius makes no guarantee that the Aquarius Exchange will be available without interruption; that there will be no delays, failures, errors, omissions or loss of transmitted information; or that any order will be executed, accepted, recorded, or remain open.

Aquarius may, at any time and in our sole and absolute discretion, refuse any trade, impose limits on the trade amount permitted, or impose any other conditions or restrictions upon your use of the Aquarius Trade Platform and/or Aquarius Exchange Services that we deem necessary. We may, for example, limit the number of open orders that you may establish or restrict trades from certain locations. Aquarius reserves the right to take such action without prior notice.

## **7. DIGITAL FIAT CURRENCY TRANSACTIONS.**

### **7.1 Deposit.**

- 7.1.1 Subject to your compliance of the terms of this Agreement, including the verification procedures (set out in Section 4.2), you may deposit Approved Digital Fiat Currency to your Aquarius Account by depositing Approved Digital Fiat Currencies into an Aquarius bank account (a "**Deposit**"). A Deposit will incur a fee charged by us as published in the "Account" and/or "Trader" sections on the Aquarius Site. The Aquarius bank account into which you make a Deposit will be a segregated account used exclusively for the purpose



of holding and processing customer funds (see Section 7.4 for further details). Subject to the terms of this Agreement, you retain a right to any Approved Digital Fiat Currencies you deposit to your Aquarius Account until such time as such funds are used or withdrawn.

- 7.1.2 Details of the Aquarius bank account into which you must make the Deposit will be provided to you by Aquarius, and any such bank account will be held and operated by Aquarius in the manner set out in Sections 7.4 and 7.5.
- 7.1.3 The payment methods by which you may deposit Approved Digital Fiat Currencies will depend upon the country you are in and accepted by Aquarius (for the purposes of this Agreement, the “**Accepted Deposit Method(s)**”). Where you have made a Deposit using an Accepted Deposit Method and have adhered to the Deposit Requirements (set out below), your Deposit balance will be displayed in your Aquarius Account.
- 7.1.4 Due to legal and operational constraints, you must strictly adhere to the following Deposit requirements (the “**Deposit Requirements**”):
- (a) You may only make a Deposit from an Accepted Deposit Method held in your own name. You must not allow any third party to make a Deposit.
  - (b) You may only make Deposits denominated in the Approved Digital Fiat Currencies.
  - (c) Where you make a Deposit using a credit or debit card, you authorize Aquarius to facilitate the debiting of the funds from your bank account to complete the Deposit.
  - (d) You must not use cash or cheques to make a Deposit.
- 7.1.5 You agree to abide by the Deposit Requirements and agree and accept that failure to do so may cause delay in or failure of any Deposit reflecting in your Aquarius Account, and/or result in us taking any action as set out in Section 10.1.

## **7.2 Allocation of deposits.**

- 7.2.1 When you request to make a Deposit, you will be provided with a reference number (“**Reference Number**”). To permit timely and successful allocation of a Deposit, you must use the Reference Number when you make a Deposit using an Accepted Deposit Method. Aquarius will not be responsible for any delay in or non-allocation of Deposits where you fail to specify the required Reference Number.
- 7.2.2 Deposits may take time to reflect in your Aquarius Account due to bank processing times, operational processes, and/or failure by you to adhere to the Deposit Requirements. Under no circumstances will Aquarius have any liability to you in relation to any delay in or failure of a Deposit reflecting in your Aquarius Account.
- 7.2.3 Aquarius will make all reasonable efforts to allocate Deposits that meet the Deposit Requirements. However, any Deposits less than the Minimum Unallocated Deposit Amount that cannot be allocated within a one-month period will be retained by Aquarius and you accept and agree that you shall have no further claim or entitlement to such funds. The Minimum Unallocated Deposit Amount is as published under the “Account” section of the Aquarius Site.

## **7.3 Withdrawal.**

- 7.3.1 Where you have added your bank account details to your Aquarius Account, you may withdraw Approved Digital Fiat Currencies from your Aquarius Account to your bank account (each, a “**Withdrawal**”). Aquarius will process Withdrawals in accordance with your instructions. You are solely responsible for ensuring that any Withdrawal instructions provided to Aquarius, including the relevant bank account number, are complete and correct and you accept and agree that under no circumstances will Aquarius be under any obligation to reverse or amend any Withdrawal.
- 7.3.2 Aquarius will make all reasonable efforts to process Withdrawals each business day, but you accept and agree that Withdrawal processing period may differ in each jurisdiction and may be subject to factors beyond the control of Aquarius, including bank’s processing time and on which day of the week a Withdrawal request is made. Aquarius provides no guarantee in relation to the Withdrawal processing period.
- 7.3.3 Withdrawals to the bank account of any third party are expressly prohibited. You agree not to make, or attempt to make, any Withdrawal of funds from your Aquarius Account to the bank account of a third party and accept that any such Withdrawal may be refused and/or result in the restriction, suspension or termination of your Aquarius Account and/or Aquarius Membership.

#### **7.4 Custody of Approved Digital Fiat Currencies**

- 7.4.1 The custody of all your Approved Digital Fiat Currencies which have been deposited to your Aquarius Account takes place in one or more omnibus bank accounts (each, an “**Customer Omnibus Account**”) at a regulated bank engaged by Aquarius (“**Bank**”).
- 7.4.2 Each Customer Omnibus Account:
- (a) is in our name, and under our control,
  - (b) is separate from our business, operating, and reserve bank accounts, and
  - (c) is established specifically for your benefit as a customer of Aquarius,
- and you agree and understand that the Customer Omnibus Accounts do not create or represent any relationship between you and the Bank.
- 7.4.3 Your Approved Digital Fiat Currency deposited or held in the Customer Omnibus Accounts are not treated as our general assets, and you retain the rights in respect of those Approved Digital Fiat Currencies. Your Approved Digital Fiat Currencies from time to time directed to or withdrawn from your Aquarius Account are recorded and maintained on Aquarius’ internal ledger and reflected in a sub-account (i.e. your Aquarius Account) so that your indirect prorated interest in the Customer Omnibus Accounts is readily ascertainable. In the event that any Customer Omnibus Account generates interest or other earnings, you agree that all such amounts will be retained by us as fees for the Aquarius Services provided and will not be allocated to the Aquarius Accounts of any customer of Aquarius, and you shall have no claim or entitlement in respect of such interest or earnings.



- 7.4.4 Your rights in respect of the Approved Digital Fiat Currencies stored in the Customer Omnibus Accounts are limited to the specific amount of Approved Digital Fiat Currency held in your Aquarius Account.
- 7.4.5 By entering into this Agreement, you agree to be bound by any agreement entered into between Aquarius and the Bank to the extent applicable to the Approved Digital Fiat Currency held in your Aquarius Account.
- 7.5 Title of Approved Digital Fiat Currencies.**

You agree and acknowledge that any and all Approved Digital Fiat Currencies in your Aquarius Account are held for you in Aquarius' Customer Omnibus Account(s) for your benefit on a custodial basis, wherein:

- (a) Title to the Approved Digital Fiat Currencies reflected in your Aquarius Account and held for you by us in the Customer Omnibus Account(s) shall at all times remain with you and shall not transfer to Aquarius. As the beneficial owner of the Approved Digital Fiat Currencies in the Customer Omnibus Account(s), you shall bear all risks of loss of such Approved Digital Fiat Currencies. Aquarius shall not have any liability for fluctuations in your Approved Digital Fiat Currencies held in the Customer Omnibus Account(s).
- (b) Aquarius does not represent or treat the Approved Digital Fiat Currency deposited or held for you in our Customer Omnibus Account(s) as belonging to Aquarius or forming part of Aquarius' assets, and none of such Approved Digital Fiat Currency shall or may be loaned to Aquarius. Subject to the terms of this Agreement, Aquarius will not sell, transfer, loan, hypothecate, create any security or preferential interest with the Approved Digital Fiat Currency held in our Customer Omnibus Account(s) unless instructed by you or compelled by a court of competent jurisdiction to do so.
- (c) You retain control of the Approved Digital Fiat Currencies held for you in the Customer Omnibus Account(s). The movement of Approved Digital Fiat Currency in and out of your Aquarius Account (held for you in the Customer Omnibus Account) is solely controlled and directed by you by giving the relevant instructions through the Aquarius Site and/or Aquarius Trade Platform for us to relay to the Bank. You should note that the Bank accepts instruction only from us and will not accept any instruction from you. By receiving the relevant instructions from you in respect of the Approved Digital Fiat Currency, we shall be entitled to assume that such instructions are authentic, correct and complete and you agree that Aquarius shall have no liability whatsoever for any loss that may occur as a result of your instructions.
- (d) Aquarius is under no obligation to issue any replacement Approved Digital Fiat Currency or provide compensation in any manner if any Approved Digital Fiat Currency is lost, stolen, or otherwise inaccessible unless such event is directly caused by fraud, gross negligence or willful misconduct on the part of Aquarius.

You acknowledge and agree that although we maintain separate ledger accounting entries for our customers, Aquarius shall have no obligation to maintain separate bank accounts to segregate Approved Digital Fiat Currencies owned by you or by other customers of Aquarius.

## 8. **DIGITAL CRYPTOCURRENCY TRANSACTION**

### 8.1 **Digital Cryptocurrency Transactions.**

- 8.1.1 Should you wish to withdraw your Approved Digital Cryptocurrencies from your Aquarius Account, we will process Digital Cryptocurrency Transactions in accordance with the instructions we receive from you. You shall verify all transaction information prior to submitting any instructions to us. We do not guarantee the identity of any user, receiver, requestee or other third party and we shall have no responsibility or obligation to ensure that the information you provide is accurate and complete.
- 8.1.2 Once an instruction has been provided to Aquarius by you from your Aquarius Account, the Digital Cryptocurrency Transaction instructed cannot be reversed or cancelled (unless such reversal or cancellation is effected by us in accordance with the terms of this Agreement). You agree that you are solely responsible for ensuring that you have instructed for a Digital Cryptocurrency Transaction to be made to the correct or intended wallet address. You acknowledge your understanding that once recorded on the public blockchain, transactions in cryptocurrencies are irreversible, even if such transactions are unintended or unauthorized. You may not be able to recover the cryptocurrency where (a) you send to an incorrect address; (b) you send the incorrect amount of Approved Digital Cryptocurrency; or (c) a Digital Cryptocurrency Transaction is made fraudulently from your account. Aquarius shall not be responsible or liable in any way for any loss (actual or consequential, direct or indirect) resulting from a failed, delayed, fraudulent or otherwise erroneous Digital Cryptocurrency Transaction due to incorrect, incomplete, or misleading details that you may have provided in your instructions. [We may, in our sole discretion, provide reasonable assistance to you in the event that you request for reasonable assistance in connection with an attempted, failed, or otherwise erroneous Digital Cryptocurrency Transaction. In doing so, Aquarius does not guarantee that any such assistance will result in the successful completion or rectification of a Digital Cryptocurrency Transaction or the recovery of any Approved Digital Cryptocurrency, and may charge fees in connection with any such assistance, and shall not be in any way liable for any loss (actual or consequential, direct or indirect) resulting from a failed attempted assistance].
- 8.1.3 We may charge network fees (“**mining fees**”) to process a Digital Cryptocurrency Transaction on your behalf. We will calculate the miner fees at our discretion, although we will always notify you of the mining fees at (or before) the time you authorize the Digital Cryptocurrency Transaction. A full list of Aquarius’ mining fees can be found on our ‘**NonTrading Fees**’ page on the Aquarius Site. Miner fees for each individual transaction will be disclosed to you at the time of [confirming the Digital Cryptocurrency Transaction]. When you or a third party sends Approved Digital Cryptocurrency to an Aquarius Account from an external digital wallet not hosted on the Aquarius Trade Platform, the person initiating the transaction is solely responsible for executing the transaction properly, which may include, among other things, payment of miner fees in order for the transaction to be completed successfully. Non-payment of miner fees may cause the transaction to remain in a pending state outside of Aquarius’ control and we are not responsible for delays or

loss incurred as a result of an error in the initiation of the transactions and have no obligation to assist in rectifying such transactions.

- 8.1.4 Once submitted to the relevant Approved Digital Cryptocurrency network, a Digital Cryptocurrency Transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the relevant Approved Digital Cryptocurrency network. A Digital Cryptocurrency Transaction is not complete while it is in a pending state. Approved Digital Cryptocurrency associated with Digital Cryptocurrency Transactions that are in a pending state will be designated accordingly and will not be included in your Aquarius Account balance or be available to conduct Digital Cryptocurrency Transactions until confirmed by the network.
- 8.1.5 We may also refuse to process or cancel any pending Digital Cryptocurrency Transaction as required by law, regulation or any court or other authority to which Aquarius is subject in any jurisdiction, for instance, if there is suspicion of money laundering, terrorist financing, fraud, or any other financial crime.
- 8.1.6 Under no circumstances should you use (or attempt to use) your Aquarius Account to store, send, request, or receive cryptocurrencies in any form that we do not support. We assume no responsibility, liability or obligation to rectify in connection with any use (or attempted use) of your Aquarius Account for cryptocurrencies that we do not support.

## **8.2 Custody of Approved Digital Cryptocurrencies.**

- 8.2.1 The custody of all your Approved Digital Cryptocurrencies which have been deposited to your Aquarius Account takes place in one or more omnibus cryptocurrency wallets (each a “**Customer Omnibus Vault**”) maintained by a digital asset custodian engaged by Aquarius (“**Cryptocurrency Custodian**”).
- 8.2.2 Each Customer Omnibus Vault:
- (a) is in our name, and under our control; and
  - (b) is established specifically for your benefit as a customer of Aquarius,
- and you agree and understand that the Customer Omnibus Vaults do not create or represent any relationship between you and the Cryptocurrency Custodian.
- 8.2.3 Your rights in respect of the Approved Digital Cryptocurrencies stored in the Customer Omnibus Vaults are limited to the specific amount of Approved Digital Cryptocurrency held in your Aquarius Account.
- 8.2.4 By entering into this Agreement, you agree to be bound by any agreement entered between Aquarius and the Cryptocurrency Custodian to the extent applicable to the Approved Digital Cryptocurrency held in your Aquarius Account.

## **8.3 Title of Approved Digital Cryptocurrencies.**

You agree and acknowledge that all Approved Digital Cryptocurrencies in your Aquarius Account are held for you in Aquarius’ Customer Omnibus Vault(s) for your benefit on a custodial basis, wherein:

- (a) Title to the Approved Digital Cryptocurrency reflected in your Aquarius Account and held for you by us in the Customer Omnibus Vault(s) shall at all times remain with you and shall not transfer to Aquarius. As the beneficial owner of the Approved Digital Cryptocurrency in the Customer Omnibus Vault(s), you shall bear all risks of loss of such Approved Digital Cryptocurrency. Aquarius shall have no liability whatsoever for fluctuations in the fiat currency value of your Approved Digital Cryptocurrency held in the Customer Omnibus Vault(s).
- (b) Aquarius does not represent or treat the Approved Digital Cryptocurrency deposited or held for you in our Customer Omnibus Vault(s) as belonging to Aquarius or forming part of Aquarius' assets, and none of such Approved Digital Cryptocurrency shall or may be loaned to Aquarius. Subject to the terms of this Agreement, Aquarius will not sell, transfer, loan, hypothecate, create any security or preferential interest with the Approved Digital Cryptocurrency held in the Customer Omnibus Vault unless instructed by you or compelled by a court of competent jurisdiction to do so.
- (c) You retain control of the Approved Digital Cryptocurrencies held for you in the Customer Omnibus Vault(s). The movement of Approved Digital Cryptocurrency in and out of your Aquarius Account (held for you in our Customer Omnibus Vault(s)) is solely controlled and directed by you by giving the relevant instructions through the Aquarius Site and/or Aquarius Trade Platform for us to relay to the Cryptocurrency Custodian. You may, at any time and subject to outages, downtime, and other applicable policies, withdraw your Approved Digital Cryptocurrency by sending it to a different blockchain address controlled by you or a third party. You should note that the Cryptocurrency Custodian accepts instruction only from us and will not accept any instruction from you. By receiving the relevant instructions from you in respect of the Approved Digital Cryptocurrency in your Aquarius Account, we shall be entitled to assume that such instructions are authentic, correct and complete and you agree that Aquarius shall have no liability whatsoever for any loss that may occur as a result of your instructions; and
- (d) Aquarius is under no obligation to issue any replacement Approved Digital Cryptocurrency or provide compensation in any manner if any Approved Digital Cryptocurrency, password or private key is lost, stolen, malfunctioning, destroyed or otherwise inaccessible unless such event is directly caused by fraud, gross negligence or willful misconduct on the part of Aquarius.

## **9. TRANSACTION LIMITS.**

**9.1 Transaction Limits.** The use of any or all Aquarius Services is subject to certain limits as may be determined by us from time to time or required under any applicable law on the volume (stated in Approved Digital Currency) that you may transact or transfer in a given period of time ("**Transaction Limits**"). The Transaction Limits imposed on each customer of Aquarius are based on information collected from each customer for the purposes of





our verification procedures (please refer to Section 9.5 for further details) or collected by us from time to time for purposes of Additional Due Diligence.

- 9.2 Viewing Transaction Limits.** To view your transaction limits, please refer to the ‘Limits’ page in your Aquarius Account on the Aquarius Trade Platform. Your transaction limits may vary depending on your payment method, transaction type or verification steps that you have completed and other factors.
- 9.3 Change Transaction Limits.** We reserve the right, in our sole discretion, to change the applicable transaction limits as we deem necessary. If you wish to raise your transaction limits beyond your designated limits, you may submit a request to “Aquarius Customer Support”.
- 9.4 Additional Due Diligence.** In the event that you have submitted a request to “Aquarius Customer Support” to raise your transaction limits or in cases where we in our sole opinion deem fit, we may request you to provide additional information or documents and/or arrange for you to meet with Aquarius’ staff for the purposes of conducting additional due diligence on you (“**Additional Due Diligence**”). Aquarius reserves the right to charge you costs and/or fees associated with the Additional Due Diligence. In the event that we aim to do so, prior notice will be given for you to decide whether to further advance with your request. Aquarius, in its discretion, may refuse to raise your limits, or may lower your limits at any subsequent time even if you have completed any Additional Due Diligence.
- 9.5 Verification Procedures.** Aquarius uses multi-level systems and procedures to collect and verify information about you to protect Aquarius and the community from fraudulent users, and to keep appropriate records of Aquarius’ customers. Your access to one or more Aquarius Services and limits imposed on your use of Aquarius Services (including but not limited to daily or weekly conversion limits, deposit, withdrawal and trading limits, instant buy limits, Aquarius Account transfer limits, and limits on transactions), and any changes to such limits from time to time, may be based on the identifying information and/or proof of identity you provide to Aquarius.

## **10. SUSPENSION, TERMINATION, AND CANCELLATION.**

- 10.1 Suspension, Termination and Cancellation.** We may, and you authorize us to:
- (a) refuse to complete, place on hold, block, cancel or reverse a transaction you have authorized, even after funds have been debited from your Aquarius Account,
  - (b) suspend, restrict, or terminate your access to any or all Aquarius Services,
  - (c) deactivate or cancel your Aquarius Account and/or Aquarius Membership, and/or
  - (d) terminate this Agreement,
- with immediate effect for any reason, including but not limited to the following events:
- (i) we are of the opinion that you are not, or are no longer, eligible to use the relevant Aquarius Service in accordance with Section 2,
  - (ii) you have failed to pay the Membership Fee in accordance with Section 3.3.2,

- (iii) you fail to comply with the Deposit Requirements as set out in Section 7.1.4,
- (iv) we reasonably believe that we need to do so to protect our reputation,
- (v) we are, in our reasonable opinion, required to do so by applicable law, regulation or any court or other authority to which we or the service providers engaged by us for the rendering of any part of the Aquarius Services is/are subject in any jurisdiction,
- (vi) you have not (or we reasonably suspect that you have not) complied with any provision of this Agreement,
- (vii) you have (or we reasonably suspect that you have) breached our 'Policy on Prohibited Use, Prohibited Businesses and Conditional Use' (as set out in **Appendix 1**),
- (viii) we believe in our sole opinion that a transaction is an Erroneous Transaction (as set out in Section 10.2 below),
- (ix) we have concerns about the security of your Aquarius Account or we suspect that any of the Aquarius Services are being used in a fraudulent, illegal or unauthorized manner by you,
- (x) we suspect that you are involved directly or indirectly in money laundering, terrorist financing, fraud, or any other financial crime,
- (xi) the use of your Aquarius Account is subject to any pending litigation, investigation, or government proceeding,
- (xii) we perceive a heightened risk of legal or regulatory non-compliance associated with your Aquarius Account activity,
- (xiii) you take any action that may circumvent our controls such as opening multiple Aquarius Accounts or abuse promotions which we may offer from time to time, and/or
- (xiv) it is warranted by confidential criteria that are essential for the purposes of our risk management and security protocols.

## **10.2 Erroneous Transaction.**

10.2.1 Without prejudice to the generality of Section 10.1, you authorize us to or attempt to, in our sole and absolute discretion, block, correct, reverse, cancel or modify any Digital Cryptocurrency Transaction, Digital Fiat Currency Transaction or Aquarius Exchange Transaction (as the case may be) which we reasonably believe to be an error or mistake, regardless of whether such error or mistake was caused by you, us or a third party ("**Erroneous Transaction**").

10.2.2 You acknowledge that we may determine any Digital Cryptocurrency Transaction, Digital Fiat Currency Transaction or Aquarius Exchange Transaction to be an Erroneous Transaction on such grounds as we deem fit in our sole opinion, including when the relevant price is substantially inconsistent with the market price at the time of its

execution. In making such a determination, we will consider the circumstances at the time of the transaction and take into account the interest of any member of the Aquarius Group and other market participants generally in preserving the integrity of the market and maintaining a fair and orderly marketplace. We may consider factors which include, but are not limited to suspicious trading activity, disruptions or malfunctions in the operation of the Aquarius Site, Aquarius Trade Platform or any relevant network or protocol, and the presence of other extraordinary market conditions or circumstances in which the nullification or modification of transactions may be necessary for the maintenance of a fair and orderly market. “**Aquarius Group**” means us and (to the extent applicable) any company within Aquarius group of companies or any company associated with us which may provide any part of the Aquarius Services.

**10.2.3** You acknowledge and agree that:

- (a) we do not guarantee or warrant that any attempt made to correct, reverse or cancel any Erroneous Transaction under this Section 10.2 will be successful,
- (b) a mere assertion by you that you or such other party made a mistake when making a transaction, or any other similar assertion will not be sufficient to establish that the resulting transaction was erroneous, unless we determine otherwise,
- (c) we may declare any transaction to be null and void and forthwith block, cancel, reverse or modify it, in whole or in part, even if you (and, if applicable, the other party to that transaction) do not agree to block, correct, cancel, reverse or modify it, and
- (d) we shall have no responsibility or liability whatsoever in connection with or as a result of an Erroneous Transaction and/or any action taken or attempted by us under this Section 10.2.

**10.3 Insufficient Funds.** We may also refuse to complete a transaction or block, cancel, reverse or modify a transaction that you have authorized where (a) there are insufficient funds in your Aquarius Account to cover the transaction and (where applicable) associated fees at the time that we receive notification of the transaction or (b) there are outstanding fees (including the Membership Fees) or that there are insufficient funds in your Aquarius Account to be deducted for the Membership Fees for the prescribed period in accordance with the terms of this Agreement, [or (c) your credit or debit card or any other valid payment method linked to your Aquarius Account] is declined.

**10.4 Reinstatement.** If we refuse to complete a transaction, suspend, restrict or close your Aquarius Account, and/or terminate your use of Aquarius Services, we will provide you with (a) notice of our actions, and (b) where appropriate, the rectification procedures required from you. If in our sole opinion the reasons for our actions no longer exist and/or where applicable, you have carried out the rectification procedures to our satisfaction, we will complete or reinstate the transaction, your Aquarius Account and/or your use of Aquarius Services as soon as reasonably practicable. However, we are under no obligation to allow you to reinstate a transaction at the same price or on the same terms as the blocked, suspended, reversed or cancelled transaction.

**10.5 Access to Aquarius Account and/or Aquarius Services.** Notwithstanding anything set out in this Section 10, we shall be entitled to suspend, restrict, or terminate your access to any or all of the Aquarius Services and/or deactivate or cancel your Aquarius Account and/or Aquarius Membership, without reason, by giving you five (5) business days' notice. We shall further be entitled to terminate this Agreement by giving you one (1) month notice without any reason. You acknowledge that our decision to take such actions may be based on confidential criteria that are essential for the purposes of our risk management and security protocols. You agree that Aquarius is under no obligation to disclose the reason for its action taken, details of its risk management and/or security procedures to you. In no event shall Aquarius be liable to you for any direct or indirect losses or damages (including, without limitation, loss of profit or consequential damages or damages of any nature) arising from or in connection with any decision made, action taken, power exercised or anything done or omitted to be done by Aquarius under this Clause 10.5 or other terms of this Agreement.

## **10.6 Consequences of Termination or Suspension**

10.6.1 On termination of this Agreement by us, unless prohibited by applicable law or by any court or other order to which Aquarius is subject in any jurisdiction, you are permitted to access your Aquarius Account for thirty (30) days from the date of our termination notice for the purposes of transferring all Approved Digital Currencies out of your Aquarius Account and the Aquarius Trade Platform altogether. If you fail to do so within the said period, you agree that Aquarius may (except where legally obligated not to) return your available Approved Digital Currencies balance to you pursuant to the procedures ("**Approved Digital Currencies Approved Procedures**") below:

- (a) Approved Digital Cryptocurrencies. If you have an available balance of Approved Digital Cryptocurrency in your Aquarius Account above the Minimum Threshold, we may, if in our sole discretion deem fit, liquidate the cryptocurrency and deposit the fiat value (in an Approved Digital Fiat Currency selected by us) realised from the liquidation of your Approved Digital Cryptocurrency into your Aquarius Account. The Minimum Threshold is USDC25.00, or its equivalent in any applicable Approved Digital Cryptocurrency calculated on the day on which the liquidation is performed. In doing so we will not send your Approved Digital Cryptocurrency to an alternative cryptocurrency wallet address. Any risk of a negative exchange rate fluctuation shall rest with you and you shall have no claim against Aquarius for any losses you may suffer as a result of the liquidation of your available balance of Approved Digital Cryptocurrency. Payment shall only be made to you following submission to us of valid bank account details in your name. We shall not be compelled to transfer Approved Digital Fiat Currency to any bank account in the name of a third party or to effect the transfer of Approved Digital Fiat Currency to you if we in our sole opinion suspect the transfer may have risk of legal or regulatory non-compliance.
- (b) Approved Digital Fiat Currencies. We shall return to you an amount no greater than the cumulative value of all your Approved Digital Fiat Currencies held in your Aquarius Account, where applicable. Payment shall only be made to you following submission to us of valid bank account details in your name. We shall not be

compelled to transfer Approved Digital Fiat Currency to any bank account in the name of a third party or to effect the transfer of Approved Digital Fiat Currency to you if we in our sole opinion suspect the transfer may have risk of legal or regulatory non-compliance.

In the event that we are unable to, for whatever reason, return the balance of your Approved Digital Currencies to you in the manner set out above, you agree that Aquarius may under applicable law be required to treat the Approved Digital Currencies in your Aquarius Account as unclaimed property and do all such things as may be required under the applicable laws with regards unclaimed monies or properties (please see Section 17.13). In no event shall Aquarius be liable to you for any direct or indirect losses or damages (including, without limitation, loss of profit or consequential damages or damages of any nature) arising from or in connection with any decision made, action taken, power exercised or anything done or omitted to be done by Aquarius under this Clause 10.6.

10.6.2 You are not permitted to use the Aquarius Services or your Aquarius Account for any other purposes during these periods and we may, at our discretion, limit the functionality of the Aquarius Trade Platform or access to the Aquarius Site for you accordingly.

10.6.3 If we suspend or close your Aquarius Account or terminate your use of Aquarius Services for any reason, we reserve the right to require you to re-complete any verification procedures and settle all outstanding fees (including the Membership Fees) before permitting you to transfer or withdraw your Approved Digital Currencies deposited to or held in your Aquarius Account.

## 10.7 Termination by You

10.7.1 Subject to there being no outstanding fees (including the Membership Fee), you may terminate, deactivate or cancel your Aquarius Account and/or Aquarius Membership at any time by:

- (a) giving notice ("**your Termination Notice**") by submitting a notice ticket to Aquarius Customer Support by visiting the "Help Desk" page of the "Support" section on the Aquarius Site, **and**
- (b) withdrawing all Approved Digital Currencies out of your Aquarius Account within thirty (30) days from the date of your termination notice, provided that all outstanding fees (including the Membership Fees) have been fully paid by you.

10.7.2 If you fail to follow all the steps in Section 10.7.1, you agree that Aquarius shall be entitled to deem your Aquarius Account and/or Aquarius Membership as dormant and Aquarius shall have the right (but not the obligation) to, at such time as it thinks fit:

- (a) return your available Approved Digital Currencies balance to you pursuant to the Approved Digital Currencies Return Procedures as set out in Section 10.6.1; or
- (b) if we are unable to, for whatever reason, return the balance of your Approved Digital Currencies to you pursuant to the Approved Digital Currencies Return Procedures, treat the Approved Digital Currencies in your Aquarius Account as

unclaimed property and do all such things as may be required under the applicable laws with regards unclaimed monies or properties (please see Section 17.13).

You agree that upon our receipt of your Termination Notice, Aquarius shall be entitled to continue to deduct the monthly Membership Fee from your Approved Digital Currencies in your Aquarius Account as a monthly dormancy fee for such time as we deem fit, until the step set out under Section 10.7.1(b), 10.7.2(a) or 10.7.2(b) is completed, where applicable.

- 10.7.3 By giving your Termination Notice, you authorize us to (where possible) cancel or suspend any pending transactions at the time of such termination.
- 10.7.4 Notwithstanding anything herein, you agree that Aquarius shall have the right to restrict, refuse or prohibit in anyway, any withdrawal of your Approved Digital Currencies out of our Aquarius Account following its receipt of your Termination Notice, in the event that Aquarius deems, in its sole opinion, there is reasonable ground to do so, including without limitation (i) to prevent any breach or potential breach of relevant laws or regulations (including, without limitation, laws relating to data privacy, anti-money laundering countering the financing of terrorism) which may arise from such withdrawal; or (ii) if the transfer may result in a breach or potential breach of any provision of this Agreement, the Aquarius Market Trading Rules or such other Aquarius Documents.
- 10.7.5 In no event shall Aquarius be liable to you for any direct or indirect losses or damages (including, without limitation, loss of profit or consequential damages or damages of any nature) arising from or in connection with any decision, action taken, power exercised or anything done or omitted to be done by Aquarius under this Clause 10.7.

## **11. REPRESENTATIONS AND WARRANTIES**

- 11.1 Representations and warranties.** You irrevocably and unconditionally make the representations and warranties as set out in **Appendix 2**.
- 11.2 Accuracy of Representations and Warranties.** All representations and warranties given by you in this Agreement are true, correct and not misleading and shall be deemed to be repeated and continue to be true, correct and not misleading in all respects on each day during the term of this Agreement as if they had been given afresh on each day during the term of this Agreement.
- 11.3 Rights and Remedies.** The rights and remedies of Aquarius in respect of any breach of the representations and warranties contained in this Agreement by you shall not be affected by:
- (a) any failure to exercise or delay in exercising any right or remedy by us or by any other event or matter whatsoever, except in the case of a specific and duly authorized written waiver or release; or
  - (b) any information Aquarius may have received or been given or have actual implied or constructive notice of prior to the breach, and it shall not be a defence to any claim that Aquarius knew or ought to have known that any matters represented or warranted by you were not as represented or warranted.

## 12. LIABILITY.

- 12.1 Non-liability of Aquarius in Customer-to-Customer Disputes.** If you have a dispute with one or more customers of Aquarius (“**Customer-to-Customer Dispute(s)**”), you agree that neither Aquarius nor our affiliates or third party service providers, nor any of our or their respective officers, directors, agents, joint venturers, employees and representatives, will be liable for any claims, demands and damages (actual and consequential, direct or indirect) of any kind or nature arising out of or in any way connected with Customer-to-Customer Disputes.
- 12.2 Indemnification.** Without prejudice to any other right or remedy which we may have against you under this Agreement or any applicable law, you agree to indemnify us, any member of Aquarius Group, our affiliates, consultants, directors, employees, third party service providers or representatives, and each of our, or their, respective officers, directors, agents, employees and representatives, in respect of any costs (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) that have been reasonably incurred in connection with any claims, demands or damages arising out of or related to your breach and/or our enforcement of this Agreement (including without limitation your breach of our ‘Policy on Prohibited Use, Prohibited Businesses and Conditional Use’ (as set out in **Appendix 1**)) or your violation of any law, rule or regulation, or the rights of any third party.
- 12.3 Limitations of Liability.** Without prejudice to the generality of the terms of this Agreement, the total aggregate liability of Aquarius, any member of Aquarius Group, our affiliates or third party service providers, and each of our, or their, respective officers, directors, agents, employees and representatives to you for any individual claim or series of connected claims for losses, costs, liabilities or expenses which you may suffer arising out of, or in connection with, any breach by Aquarius of this Agreement shall not exceed (in aggregate) the fees earned by Aquarius in connection with your use of your Aquarius Services in the six-month period immediately preceding the event giving rise to the claim for liability (“**Fee Amount**”). Where we are considering a specific claim relating to a specific transaction, our liability shall not exceed the Fee Amount or to the purchase or sale amount (as the case may be) of the transaction in dispute, whichever is the lower.
- 12.4 Limitation of Loss.** In addition to the liability cap at Section 12.3 (*Limitations of Liability*) above, in no event shall we, Aquarius Group, our affiliates or third party service providers, or any of our or their respective officers, directors, agents, employees or representatives, be liable for any of the following types of loss or damage arising under or in connection with this Agreement or otherwise:
- (a) any loss of profits or loss of expected revenue or gains, including any loss of anticipated trading profits and/or any actual or hypothetical trading losses, whether actual or consequential, direct or indirect, even if we are advised of or knew or should have known of the possibility of the same. This means, by way of example only (and without limiting the scope of the preceding sentence), that if you claim (and successfully establish) that we failed to process a transaction properly, your damages are limited to no more than the combined value of the supported

Approved Digital Currency at issue in the transaction, and that you may not recover for any "loss" of anticipated trading profits or for any actual trading losses made as a result of the failure to buy or sell the Approved Digital Currency;

- (b) any loss of, or damage to, reputation or goodwill; any loss of business or opportunity, customers or contracts; any loss or waste of overheads, management or other staff time; or any other loss of revenue or actual or anticipated savings, whether direct or indirect, actual or consequential, even if we are advised of or knew or should have known of the possibility of the same; any loss of use of hardware, software or data and/or any corruption of data; including but not limited to any losses or damages arising out of or relating to any inaccuracy, defect or omission of Approved Digital Currency price data; any error or delay in the transmission of such data; and/or any interruption in any such data; and
- (c) any loss or damage whatsoever which does not arise directly as a result of our breach of this Agreement (whether or not you are able to prove such loss or damage).

## **12.5 No Warranties.**

12.5.1 The Aquarius Site, Aquarius Trade Platform, the Aquarius Account and the Aquarius Services, are provided on an "as is" and "as available" basis, with no further promises made by us around availability of the Aquarius Services. Specifically, we do not give any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We do not make any promises that access to the Aquarius Site, the Aquarius Trade Platform, the Aquarius Account or any of the Aquarius Services, or any of the materials contained therein, will be continuous, uninterrupted, timely, error-free, virus-free, and will satisfy your requirements or expectations.

12.5.2 We make no representations about the accuracy, order, timeliness or completeness of historical Approved Digital Currency price data available on the Aquarius Site and/or Aquarius Trade Platform. Any materials, information, view, opinion, projection or estimate presented via the Aquarius Site and/or Aquarius Trade Platform is made available by Aquarius for informational purposes only and is subject to change without notice. You must make your own assessment of the relevance, timeliness, accuracy, adequacy, commercial value, completeness and reliability of the materials, information, view, opinion, projection or estimate provided on the Aquarius Site and/or the Aquarius Trade Platform. Accordingly, no warranty whatsoever is given by Aquarius and no liability whatsoever is accepted by Aquarius for any loss arising whether directly or indirectly as a result of you acting on any materials, information, view, opinion, projection or estimate provided in or made available through the Aquarius Site and/or the Aquarius Trade Platform.

12.5.3 The Aquarius Site, Aquarius Trade Platform, Aquarius Account and Aquarius Services are not intended to provide specific investment, financial, tax or legal advice or to make any recommendations about the suitability of any investments, currencies, or products for any particular investor. You should seek your own independent financial, legal, regulatory, tax or other advice before making an investment in the investments or products. In the event that you choose not to seek advice from a relevant adviser, you should consider whether the investment or product or Aquarius Services is/are suitable for you.



- 12.5.4 Aquarius makes no representations or warranties regarding the amount of time needed to complete processing any transactions, requests for debits and credits involving the Aquarius Accounts, Customer Omnibus Accounts, Customer Omnibus Vaults, credit and debit cards or payment methods, as the case may be, each of which is dependent upon many factors outside of our control.
- 12.5.5 Except for the express statements set forth in this Agreement, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to your use and access of the Aquarius Site, Aquarius Trade Platform, Aquarius Account and the Aquarius Services.
- 12.6 No Liability for Breach.** We are not liable for any breach of the Agreement, including delays, failure in performance or interruption of service, where they arise directly or indirectly from abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite reasonable efforts to the contrary, nor are we liable where the breach is due to the application of mandatory legal rules.
- 12.7 No Liability for any Third Party Service Providers.** You agree that we cannot be held responsible for any failure or delay to act by any third party service providers, including our banks, digital asset custodian or any other parties. You further agree that we nor our third party service providers shall be held responsible for any Erroneous Transactions, or system failure which means a failure of any computer hardware or software used by Aquarius, or any telecommunications lines or devices used by Aquarius, or downtime, which prevents us from fulfilling our obligations under this Agreement. You also agree that neither we nor our third party service providers shall be held responsible for any other circumstances beyond our or such third party service providers (as the case may be) reasonable control.
- 12.8 Force Majeure.** Notwithstanding anything to the contrary in this Agreement, Aquarius Group, our affiliates or third party service providers, and each of our, or their, respective officers, directors, agents, employees and representatives shall not in any event be liable for any failure or delay in the performance of its obligations under this Agreement, if it was prevented from so performing by any existing or future law or regulation, any existing or future act of governmental authority, act of God, flood, war (whether declared or undeclared), virus outbreak (including any pandemic and endemic), terrorism, riot, rebellion, civil disturbance, strike, lockout, other industrial action, general failure of electricity or other supply, technical failure (including interruptions to telecommunications or internet or network provider services), accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system or any other reason which is beyond the control of Aquarius, our affiliates and third party service providers, and each of our, or their, respective officers, directors, agents, employees and representatives.

### **13. SITE AVAILABILITY AND ACCURACY.**

#### **13.1 Access & Availability.**

- 13.1.1 It may be likely that access to the Aquarius Site, the Aquarius Trade Platform, Aquarius Account and/or the Aquarius Services may become degraded or unavailable during times of significant volatility or volume. This could result in limitations on access to your Aquarius Account or the Aquarius Services through the Aquarius Site and/or Aquarius Trade Platform, including the inability to initiate or complete transactions and may also lead to support response time delays.
- 13.1.2 We do not guarantee that all the Aquarius Services will be available without interruption and we do not guarantee that any trade order will be matched, traded and/or settled, or remain open or that your Aquarius Account will be accessible. Your use of the Aquarius Trading Platform and Aquarius Services is subject to, in all aspects, our **Aquarius Market Trading Rules** accessible on our Aquarius Site, and as may be amended, modified or supplemented by us from time to time.
- 13.1.3 We make no representations or warranties in respect of “Aquarius Customer Support” response times, which may be delayed, including during times of significant volatility or volume, especially for non-trust and safety issues.
- 13.1.4 Under no circumstances shall Aquarius, any member of Aquarius Group, our affiliates or third party service providers, and each of our, or their, respective officers, directors, agents, employees and representatives, be liable for any alleged loss or damages (actual or consequential, direct or indirect) arising from interruptions in the use of any Aquarius Services, delays in processing transactions, or lack of timely response from our Customer Support.

## **13.2. Aquarius Site and Aquarius Trade Platform Accuracy.**

- 13.2.1 Although we intend to provide accurate and timely information on the Aquarius Site and Aquarius Trade Platform, the Aquarius Site and Aquarius Trade Platform (including, without limitation, the Content (as defined below)) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors.
- 13.2.2 In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Aquarius Site or Aquarius Trade Platform are your sole responsibility and we shall have no liability for such decisions.
- 13.2.3 Links to third party materials (including without limitation any web sites) may be provided as a convenience but are not controlled by us. We have no control over and assume no responsibility for, the content, privacy policies or practices of any third party materials. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any such third party materials accessible or linked to the Aquarius Site or Aquarius Trade Platform. Such third party materials do not necessarily represent the views of Aquarius. Further, we or any of our third party service providers shall under no circumstances be liable for any loss or damages arising or relating from any inaccuracy, defect or omission of the information and materials available on Aquarius Site or Aquarius Trade Platform.

## 14. CUSTOMER FEEDBACK, QUERIES, COMPLAINTS, AND DISPUTE RESOLUTION.

**14.1 Contacting Aquarius.** If you have any feedback, questions, or complaints, please submit an enquiry ticket to Aquarius Customer Support by visiting the “Help Desk” page of the “Support” section on the Aquarius Site.

and provide us with the following information:

- (a) your name,
- (b) email address,
- (c) your Aquarius Membership and Aquarius Account,
- (d) if regarding a transaction, the transaction on which you have feedback, questions, or complaints,
- (e) any additional information that we may need to identify you; and
- (f) details your feedback, question or complaint.

### 14.2 Complaints.

14.2.1 If you have a dispute with Aquarius, please submit an enquiry ticket to Aquarius Customer Support by visiting the “Help Desk” page of the “Support” section on the Aquarius Site in the first instance to attempt to resolve such dispute amicably.

14.2.2 If we cannot resolve the dispute through Customer Support, you and we agree to use the complaints process set out in this Section 14.2. You agree to use this process before commencing any action as set out in Section 14.3.

14.2.3 If you do not follow the procedures set out in this Section 14.2 before pursuing action under Section 14.3, we shall have the right to ask the relevant court/authority to dismiss your action/application unless and until you complete the procedures here in Section 14.2.

14.2.4 In the event of a complaint which has not been resolved through your contact with Customer Support, please use our complaint form to set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant. The complaint form can be found via the “Support” Section or can be requested by submitting an enquiry ticket to Aquarius Customer Support by visiting the “Help Desk” page of the “Support” section on the Aquarius Site. We will acknowledge receipt of your complaint form after you submit it. An Aquarius customer complaints officer (“**Officer**”) will consider your complaint. The Officer will consider your complaint without prejudice based on the information you have provided to us and any information provided by Aquarius.

14.2.5 Within 20 business days of our receipt of your complaint, the Officer will address all points raised in your complaint by sending you an email (“**Dispute Resolution Notice**”) in which the Officer will:

- (a) offer to resolve your complaint in the way you requested,

- (b) make a determination rejecting your complaint and set out the reasons for the rejection, or
- (c) offer to resolve your complaint with an alternative solution.

In certain circumstances, if the Officer is unable to respond to your complaint within 20 business days, the Officer will (unless prohibited by applicable law) send you a holding reply indicating the reasons for a delay in answering your complaint and specifying the deadline by which the Officer will respond to your complaint (which will be no later than 40 business days from our receipt of your complaint).

- 14.2.6 Any offer of resolution made to you will only become binding on us if accepted by you. An offer of resolution shall not constitute any admission by us of any wrongdoing or liability regarding the subject matter of the complaint.
- 14.2.7 Upon receipt of our offer of resolution which will be in the form of writing, you will have 30 days to accept or reject the offer in accordance with the instructions set out in our offer. If you fail to respond to our offer or resolution within the stipulated period of time, we may treat the complaint as withdrawn. Once your complaint is treated as withdrawn by us and if your dispute has not been resolved by us, you shall follow the procedures as set out in this Section 14.2 to communicate your complaint to us again and we shall treat your complaint as a new complaint. Further, we cannot guarantee that the offer of resolution will be similar as the previous offer of resolution.

**14.3 Dispute Process.** You agree that no dispute processes set out in the sub-sections below in relation to the whole or part of your complaint shall be commenced until the complaint process set out in Section 14.2 has been completed, although nothing in Section 14.2 or in this Section 14.3 shall be construed as preventing us from seeking conservatory or similar interim relief in any court of competent jurisdiction. For complaints or disputes arising out of or in connection with this Agreement or the provision of Aquarius Services, the Aquarius Trade Platform or the Aquarius Site, that cannot be resolved via the complaint process set out in Section 14.2 above, you submit to the non-exclusive jurisdiction of the courts of England and Wales.

## **15. DATA PROTECTION.**

**15.1 Personal Data.** You acknowledge and consent that we, Aquarius Group and our third party service providers may in connection with this Agreement and/or the Aquarius Services process Personal Data (defined below) in relation to you or in the case of a legal entity, your directors, shareholders, officers, employees and other associates. We will process the Personal Data in accordance with our Aquarius Privacy Policy which shall form part of this Agreement. Accordingly, you represent and warrant that:

- (a) your disclosure to us of any Personal Data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and the Personal Data disclosed to us is accurate, up-to-date and relevant when disclosed,

- (b) where applicable, you have obtained all necessary authorizations or consents for the disclosure of any Personal Data,
- (c) before providing any such personal data to us, you acknowledge that you have read and understood our Privacy Policy (a copy of which is available on the Aquarius Site) and, in the case of Personal Data relating to a third party, have (or will at the time of disclosure have) provided such third party with a copy of, or directed that third party towards the Aquarius Privacy Policy page on the Aquarius Site (as amended from time to time), and
- (d) if from time to time we provide you with an updated version of the Aquarius Privacy Policy, you shall promptly read the same and where applicable, provide such updated Aquarius Privacy Policy to, or re-direct the third party (whose Personal Data you have provided to us) towards the Aquarius Privacy Policy page on the Aquarius Site.

For avoidance of doubt, “**Personal Data**” refers to any data or information about an individual from which the individual can be identified either from that data; or from that data and other information to which we have or are likely to have access. Examples of such Personal Data include but are not limited to:

- (i) name, passport number or other identification number (which will be collected, used, processed and disclosed where permitted), telephone number(s), residential address, mailing address, email address, photograph (including any ‘selfies’) and any other information relating to you which you have provided us in any form you may have submitted to us, or in other forms of interaction with you;
- (ii) information about your use of Aquarius Site and Aquarius Services, including cookies, IP addresses, transaction details, Membership account details and membership details; and
- (iii) your payment related information, such as your bank account or credit card information, and your credit history.

**15.2 Retainment of Personal Data.** You agree that following the suspension, termination or cancellation of your Aquarius Account, or the termination or expiration of this Agreement, we or our third-party service providers may retain your Personal Data or that of a third-party which has been provided by you to us for a period of time as required under the applicable laws.

## **16. SECURITY**

**16.1 Security and authentication.** In order to access the Aquarius Services through your Aquarius Account, you will be required to create or will be given security details, including a username and password. Aquarius offers two-factor authentication via a user’s mobile device (Short Message Service (“**SMS**”) or a supported Time-based One Time Password application. A verified phone number is required to enable two-factor authentication via SMS. You agree and/or acknowledge that:

- (a) you are responsible for keeping the electronic device through which you access your Aquarius Account, the Aquarius Trade Platform and the Aquarius Services safe and maintaining adequate security and control of any and all security details that you use to access your Aquarius Account, the Aquarius Trade platform and the Aquarius Services. This includes taking all reasonable steps to avoid the loss, theft or misuse of such electronic device and ensuring that such electronic device is both encrypted and password protected.
- (b) any loss or compromise of your electronic device or your security details may result in unauthorized access to your Aquarius Account by third parties and the loss or theft of any funds held in your Aquarius Account and any associated accounts, including your linked bank account(s) and credit card(s). You must keep your security details safe at all times. For example, you should not write them down or otherwise make them visible to others;
- (c) you should never allow remote access or share your computer and/or computer screen with someone else when you are logged on to the Aquarius Trade Platform and using your Aquarius Account. Aquarius will never under any circumstances ask you for your IDs, passwords, or two-factor authentication codes or to screen share or otherwise seek to access your computer or account;
- (d) you should not provide your details to any third party for the purposes of remotely accessing your account unless specifically authorized in accordance with Section 2.1(b). Always log into your Aquarius Account through the Aquarius Site or Aquarius Trade Platform to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice; and
- (e) we assume no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of Aquarius and/or failure to follow the requirements set out in this Section 16.1 or follow or act on any notices or alerts that we may send to you.

**16.2 Security Breach.** If you suspect that your Aquarius Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and/or Aquarius (together a “**Security Breach**”), you must:

- (a) immediately notify Aquarius by submitting an enquiry ticket to Aquarius Customer Support by visiting the “Help Desk” page of the “Support” section on the Aquarius Site as soon as possible;
- (b) provide accurate and up to date information throughout the duration of the Security Breach; and
- (c) take any steps that we may reasonably request to mitigate, manage or report any Security Breach.

Failure to provide immediate and prompt notification of any Security Breach may be taken into account in our determination of the appropriate resolution of the matter.

**16.3 Safety and Security of Your Computer and Devices.** Aquarius shall not be liable for any loss, damage or interruptions caused by any computer viruses or other malicious code that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us.

## **17. GENERAL TERMS**

**17.1 Your Compliance with Applicable Law.** You must comply with all applicable laws, regulations, licensing requirements and third party rights (including, without limitation, data privacy laws and anti-money laundering and countering the financing of terrorism laws) in your use of the Aquarius Site, the Aquarius Services, the Aquarius Trade Platform and your Aquarius Account. To the extent permitted by applicable law, you agree to waive all rights conferred by applicable law which are inconsistent with this Agreement and this Agreement shall otherwise prevail to the extent it is inconsistent with any applicable law.

**17.2 Limited License.** We grant you a limited, non-exclusive, non-transferable license, subject to the terms of this Agreement, to access and use the Aquarius Site, Aquarius Trade Platform, Aquarius Services and any related content, materials, information (collectively, the "**Content**") solely for approved purposes as permitted by us from time to time. Any other use of the Content is expressly prohibited and all other rights, titles, and interests in the Content is exclusively the property of Aquarius and its licensors. You agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part.

**17.3 Trademarks.** "Aquarius Exchange", "AQEX", "Aqex.io", "Aquarius with the Aquarius Logo" and all logos related to the Aquarius Site, Aquarius Trade Platform and Aquarius Services or displayed on the Aquarius Site or Aquarius Trade Platform are trademarks or registered marks of Aquarius or its licensors. You may not copy, imitate or use them without our prior written consent. Other than those of Aquarius, all names, trademarks and logos appearing in the Content belong to their respective owners. Nothing contained herein should be construed as granting, by implication, estoppel, or otherwise, any right or license to use any third-party names, trademarks or logos displayed in the Content without the written consent of such third parties

**17.4 Prohibited and Conditional Use.** In connection with your use of the Aquarius Services, and your interactions with other Aquarius customers, users and third parties, you agree to comply with the 'Policy on Prohibited Use, Prohibited Businesses and Conditional Use' (as set out in **Appendix 1**). Nothing contained herein should be construed as granting, by implication, estoppel or otherwise, any license or right for Approved Digital Currencies to be used for illegal, unlawful, fraudulent, unethical, or unauthorized purposes or to promote or facilitate any illegal, unlawful, fraudulent, unethical or unauthorized activities. We reserve the right at all times to monitor, review, retain and/or disclose any information as



necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request.

**17.5 Export Controls and Sanctions.** Your use of the Aquarius Services, Aquarius Site and the Aquarius Trade Platform is subject to international export controls and economic sanctions requirements, and you agree that you will comply with those requirements. You are not permitted to use any of the Aquarius Services through the Aquarius Site or the Aquarius Trade Platform if:

- (a) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, or Syria or any other country subject to United States embargo, UN sanctions, the European Union or HM Treasury's financial sanctions regimes (each a "**Sanctioned Country**"), or if you are a person on the economic sanctions lists as published from time to time by applicable authorities (including, but not limited to the Office of Financial Sanctions Implementation (part of HM Treasury), the U.S. Commerce Department's Denied Persons List, Unverified List, or Entity List, or the EU financial sanctions regime) (a "**Sanctioned Person**"); or
- (b) you intend to supply any acquired or stored Approved Digital Currencies or Aquarius Services to a Sanctioned Country (or a national or resident of a Sanctioned Country) or Sanctioned Person.

## **17.6 Conflict of interest**

17.6.1 You acknowledge and agree that in certain circumstances, Aquarius, any member of Aquarius Group, our affiliates or third-party service providers, or each of our, or their, respective officers, directors, shareholders, agents, employees and representatives may have an interest, relationship or arrangement which is material in respect of any Aquarius Services or any transaction contemplated under this Agreement.

17.6.2 Aquarius will make all reasonable efforts to avoid any conflict of interest which may be detrimental to the interests of its customers. Should a conflict of interest arise, we will use our best endeavours to manage such conflict with integrity and in such a way as we believe is in your best interests.

## **17.7 Amendments**

17.7.1 We will notify you of any change to this Agreement by email or publication on the Aquarius Site. In such circumstances, you will be deemed to have accepted the change if you do not notify us otherwise prior to the date the change takes effect and/or continue to use the Aquarius Services. If you do not accept the change, you shall immediately terminate your Aquarius Account and cease using any of the Aquarius Services.

17.7.2 We may make all other amendments to the Agreement (including in relation to any Aquarius Services) by posting the revised Agreement on the Aquarius Site or by emailing it to you, indicating when the revised Agreement becomes effective. Although we will endeavour to provide you with advance notice where possible, where lawful we may indicate that the revised Agreement shall be effective immediately and if you do not agree with any such modification, you should forthwith terminate your Aquarius Membership and cease using any of the Aquarius Services. You agree that any notification of amendments





in the manner as aforesaid shall be sufficient notice to you and your continued access and/or use of the Aquarius Site, the Aquarius Trade Platform and/or the Aquarius Services shall constitute an affirmative acknowledgement by you of the amendments and shall be deemed to be your acceptance of the revised Agreement.

17.7.3 Copies of the most up-to-date version of this Agreement will be always made available on the Aquarius Site.

**17.8 Relationship of the Parties.** Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, either you or Aquarius to be treated as partners or joint venture partners, or either you or Aquarius to be treated as the agent of the other.

**17.9 Confidentiality.** Each party to this Agreement agrees not to disclose information provided by any other party that is not publicly available except:

- (a) to any person in connection with an exercise of rights or a dealing with rights or obligations under this Agreement,
- (b) to officers, employees, legal and other advisers and auditors of any party,
- (c) to any affiliates or related companies of any party to this Agreement, provided the recipient agrees to act consistently with this section,
- (d) with the consent of the party whose information is sought to be disclosed (such consent shall not to be unreasonably withheld),
- (e) any disclosure the disclosing party reasonably believes is required by law, or
- (f) otherwise in accordance with this Agreement.

**17.10 Privacy of Others.** If you receive information about another user through the Aquarius Services, you must keep the information confidential and only use it in connection with the Aquarius Services. You may not disclose or distribute a user's information to a third party or use the information except as reasonably necessary to carry out a transaction and other functions reasonably incidental thereto such as support, reconciliation and accounting unless you receive the user's express consent to do so. You may not send unsolicited communications to another user through the Aquarius Services.

**17.11 Contact Information.** You are responsible for keeping your contact details (including your email address and telephone number) up to date in your Aquarius Account profile in order to receive any notices or alerts that we may send to you (including notices or alerts of actual or suspected Security Breaches).

**17.12 Taxes.** It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Aquarius Services, and to withhold, collect, report and remit the correct amount of tax to the appropriate tax authorities. Your transaction history is available through your Aquarius Account.

**17.13 Unclaimed Property.** If we are unable to contact you and have no record of your use of the Aquarius Services for 30 days (or such period as may be required under the applicable laws), Aquarius shall be entitled to deem your Aquarius Account and/or Aquarius Membership as dormant, following which Aquarius shall have the right to deduct the



monthly Membership Fee from your Approved Digital Currencies in your Aquarius Account as a monthly dormancy fee. We may, under applicable law, be required to report the Approved Digital Currencies as unclaimed property to the authorities in the applicable jurisdiction(s). We will try to locate you at the address last shown in our records but if we are unable to, we may be required to deliver any such Approved Digital Currencies to the authorities in the applicable jurisdiction(s) as unclaimed property. Subject to applicable law, we reserve the right to deduct your monthly Membership Fee from your Approved Digital Currencies in your Aquarius Account as monthly dormancy fee and/or other administrative charges from such unclaimed funds.

#### **17.14 Death of Account Holder.**

17.14.1 For security reasons, if we receive legal documentation confirming your death or other information leading us to believe you have died, we will freeze your Aquarius Account and during this time, no transactions may be completed until:

- (a) your designated executor/trustee has opened a new Aquarius Account or informed Aquarius about another, existing Aquarius Account in their name, as further described below, and the entirety of your Aquarius Account has been transferred to such new account; or
- (b) we have received proof in a form satisfactory to us that you have not died.

17.14.2 If we have reason to believe you may have died but we do not have proof of your death in a form satisfactory to us, you authorize us to make inquiries, whether directly or through third parties, that we consider necessary to ascertain whether you have died.

17.14.3 Upon receipt by us of proof satisfactory to us that you have died, the executor/trustee you have designated in a valid will or similar testamentary document will be required to open a new Aquarius Account or inform Aquarius of another, existing Aquarius account in their name to which the entirety of the funds in your Aquarius Account shall be transferred. If you have not designated an executor/trustee, then we reserve the right to:

- (a) treat as your executor/trustee any person entitled to inherit your Aquarius Account, as determined by us upon receipt and review of the documentation we, in our sole and absolute discretion, deem necessary or appropriate, including (but not limited to) a will or similar document; or
- (b) require an order designating an executor/trustee from a court having competent jurisdiction over your estate.

17.14.4 In the event we determine, in our sole and absolute discretion, that there is uncertainty regarding the validity of the executor/trustee designation, we reserve the right to require an order resolving such issue from a court of competent jurisdiction at your cost before taking any action relating to your Aquarius Account.

17.14.5 Pursuant to the above, unless your designated executor/trustee already holds an Aquarius Account (in which case they may still be required to undergo additional identity verification procedures), the opening of a new Aquarius Account by a designated executor/trustee is mandatory following the death of an Aquarius Account owner. You



hereby agree that your executor/trustee will be required to open a new Aquarius Account in order to gain access to the contents of your Aquarius Account.

### **17.15 Insolvency of Legal Entity**

17.15.1 In the event that you, a legal entity, has dissolved, ceased business or become bankrupt or insolvent prior to the closing of your Aquarius Membership and/or Aquarius Account and the withdrawal of the assets deposited in your Aquarius Account, you agree that Aquarius may proceed to freeze such Aquarius Account and require evidence in form and substance satisfactory to it of the right of any successor, owner, liquidator, trustee in bankruptcy or other representative to receive such assets or otherwise provide instructions regarding the operation or termination of such Aquarius Account before lifting such freeze (and Aquarius may, in its sole discretion and to the maximum extent permitted by applicable law, require that any such successor, owner, liquidator, trustee in bankruptcy or other representative to register for an Aquarius Membership to open a new Aquarius Account and provide the information required under this Agreement in connection with the registration of an Aquarius Membership in order to gain access to the contents of such Aquarius Account).

17.15.2 In the event that Aquarius determines, in its sole and absolute discretion, that there is uncertainty regarding your legal status, bankruptcy or insolvency, Aquarius reserves the right to require an order resolving such issue from a court of competent jurisdiction at your cost before taking any action relating to your Aquarius Account.

**17.16 Entire Agreement.** This Agreement (including documents incorporated by reference herein) comprise the entire understanding and agreement between you and Aquarius as to the subject matter hereof, and it supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and Aquarius. In the event of any conflict between the terms and conditions in this Agreement and any other Aquarius Document (as defined in Section 1.3), this Agreement shall prevail unless that Aquarius Document expressly provides that it supersedes this Agreement.

**17.17 Interpretation.** For the purposes of this Agreement, the following rules apply unless the context requires otherwise:

- (a) Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.
- (b) Words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender.
- (c) The Appendices form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement.
- (d) References to “law” includes common or customary law and any constitution, statute, directive, legislation, decree, judgment, decision, instrument, order, ordinance, regulation, statute, treaty, by law or other legislative measure, in each case of any jurisdiction whatever.

- (e) A reference to any agreement, instrument or document (including this Agreement and Aquarius Document) is to that agreement, instrument or document as varied, novated, ratified or replaced from time to time.
- (f) A reference to any “person” includes any individual, body corporate, trust, sole proprietorship, partnership, unincorporated association, authority and fluctuating bodies of persons.
- (g) No rule of construction will apply in the interpretation of this Agreement to the disadvantage of one party on the basis that such party (or its legal counsel) put forward or drafted this Agreement or any provision of this Agreement.

**17.18 Transfer and Assignment.** This Agreement is a private contract between Aquarius and you as our customer. As our contracted customer, you cannot transfer or assign your rights, licenses, interests and/or obligations to anyone other person or entity. We may transfer or assign our rights licenses, interests and/or our obligations at any time, including as part of a merger, acquisition or other corporate reorganisation involving Aquarius, provided that this transfer or assignment does not materially impact the quality of the Aquarius Services. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns. You reserve the right to terminate the agreement with immediate effect in the event we transfer and/or assign the Agreement.

**17.19 Security Interests.** You must not create a financial instrument or security, in any form, over your Approved Digital Currencies unless you have obtained Aquarius’ prior approval in writing.

**17.20 Invalidity.** If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, this will not affect the validity of any other provision. If any provision of this Agreement is found to be invalid or unenforceable, that provision will be severed and the remaining provisions of this Agreement shall remain in full force and effect.

**17.21 Enforcement of Our Rights.** We may not always strictly enforce our rights under this Agreement. If we do choose not to enforce our rights at any time, this is a temporary measure and we may enforce our rights strictly again at any time.

**17.22 Language.** This Agreement and any information or notifications that you or we are to provide should be in English. Any translation of this Agreement or other documents is provided for your convenience only and may not accurately represent the information in the original English. In the event of any inconsistency, the English language version of this Agreement or other documents shall prevail.

### **17.23 Communications**

**17.23.1 Electronic Delivery of Communications.** You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "**Communications**") that we provide in connection with your Aquarius Account and your use of Aquarius Services. Communications include:

- (a) any or all Aquarius Documents;



- (b) account details, history, transaction receipts, confirmations, and any other account or transaction information;
- (c) legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- (d) responses to claims or customer support inquiries filed in connection with your Aquarius Account.

Unless otherwise specified in this Agreement, we will provide these Communications to you by posting them on the Aquarius Site and/or Aquarius Trade Platform, emailing them to you at the primary email address listed in your Aquarius Account, communicating to you via instant chat (if any), and/or through other electronic communication such as text message or mobile push notification, and you agree that such Communications will constitute sufficient notice of the subject matter therein.

**17.23.2 How to Withdraw Your Consent.** You may withdraw your consent to receive Communications electronically by contacting “**Aquarius Customer Support**”. If you fail to provide or if you withdraw your consent to receive Communications in the specified manner, Aquarius reserves the right to immediately close your Aquarius Account or charge you additional fees for paper copies of the Communications.

**17.23.3 Updating your Information.** It is your responsibility to provide us with a true, accurate and complete email address and your contact information, and to keep such information up to date. You understand and agree that if Aquarius sends you an electronic Communication, but you do not receive it because your primary email address you have provided is incorrect, out-of-date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Aquarius will be deemed to have provided the Communication to you. You may update your information by logging into your Aquarius Account and visiting settings or by contacting “**Aquarius Customer Support**”.

**17.24 Limitation of Liability.** Notwithstanding anything set out under this Agreement or any Aquarius Documents, to the furthest extent permitted by laws, you agree that Aquarius shall in no event be liable to you for any direct or indirect losses or damages (including, without limitation, loss of profit or consequential damages or damages of any nature) arising from or in connection with any decision made, action taken, power exercised or anything done or omitted to be done by Aquarius under this Agreement and/or other Aquarius Documents.

**17.25 Change of Control.** In the event that Aquarius is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you and our relationship with you (including this Agreement) as part of such merger, acquisition, sale, or other change of control.

**17.26 Survival.** All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, the Sections relating to suspension or termination, Aquarius Account cancellation, debts owed to Aquarius, general use of the Aquarius Site, disputes with Aquarius, and general provisions will continue to be binding and operate after the termination or expiration of this Agreement.

**17.27 Governing Law.** This Agreement and the relationship between us shall be governed by the laws of England and Wales.

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## **Appendix 1: PROHIBITED USE, PROHIBITED BUSINESSES AND CONDITIONAL USE**

### **1. Prohibited Use**

- 1.1 You may not use your Aquarius Account and the Aquarius Services 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 your Aquarius Account or the Aquarius Services involves a Prohibited Use or have questions about how these requirements apply to you, please submit a support request to "**Aquarius Customer Support**".
- 1.2 By registering for an Aquarius Membership, you represent and warrant that you will not use your Aquarius Membership, Aquarius Account, any Aquarius Services, the Aquarius Site and/or the Aquarius Trade Platform to do any of the following:
- (a) **Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation or sanctions programs administered in the countries where Aquarius conducts business.
  - (b) **Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Aquarius Site or Aquarius Trade Platform that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Aquarius Site or Aquarius Trade Platform, other Aquarius Accounts, computer systems or networks connected to the Site, through password mining or any other means; use Aquarius Account information of another party to access or use the Aquarius Site or Aquarius Trade Platform, except in the case of specific merchants and / or applications which are specifically authorized by a user to access such user's Aquarius Account 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 Aquarius.
  - (c) **Abuse Other Users:** Interfere with another individual's or entity's access to or use of any Aquarius 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; harvest or otherwise collect information from the Aquarius Site or Aquarius Trade Platform about others, including without limitation email addresses, without proper consent.
  - (d) **Fraud:** Activity which operates to defraud Aquarius, Aquarius Customers, or any other person, including but limited to providing any false, inaccurate, or misleading information to Aquarius.
  - (e) **Gambling:** Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance.
  - (f) **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 Aquarius' intellectual property, name, or logo, including use of Aquarius trade or service marks, without express consent from Aquarius or in a manner that otherwise harms Aquarius or the Aquarius brand; any action that implies an untrue endorsement by or affiliation with Aquarius.

- (g) **Marketing Manipulation:** Engage in market manipulation. Market manipulation of any kind is strictly prohibited. Market manipulation is defined as any action taken or procured to be taken, or any course of conduct, by any person (whether acting alone or in concert with other person(s)) which is intended to, or does, or is likely to create a false or misleading appearance of active trading in any Approved Digital Currencies on Aquarius Trade Platform or with respect to the market for, or the price of, any Approved Digital Currencies traded on Aquarius Trade Platform.
- (h) **Remittance Activities:** Using Aquarius Trade Platform to convert one asset into another automatically and/or without trading on Aquarius Trade Platform.

## 2. Prohibited Businesses

2.1 In addition to the Prohibited Uses described above, the following categories of businesses, business practices, and sale items are barred from being carried out using the Aquarius Site, the Aquarius Trade Platform or the Aquarius Services ("**Prohibited Businesses**"). Most Prohibited Businesses categories are imposed by card network rules or the requirements of our banking providers or processors. The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Aquarius Site, Aquarius Trade Platform or Aquarius Services involves a Prohibited Business or have questions about how these requirements apply to you, please contact our Customer Support Team.

2.2 By registering for an Aquarius Membership, you represent and warrant that you will not use your Aquarius Account, Aquarius Site, Aquarius Trade Platform or Aquarius Services in connection with any of the following businesses, activities, practices, or items:

- (a) **Investment and Credit Services:** Securities brokers; mortgage consulting or debt reduction services; credit counselling or repair; real estate opportunities; investment schemes.
- (b) **Restricted Financial Services:** Cheque cashing, bail bonds; collections agencies.
- (c) **Intellectual Property or Proprietary Rights Infringement:** Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder.
- (d) **Counterfeit or Unauthorized Goods:** Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen.



- (e) **Regulated Products and Services:** Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials.
- (f) **Drugs and Drug Paraphernalia:** Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporisers, and hookahs.
- (g) **Pseudo-Pharmaceuticals:** Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body.
- (h) **Substances designed to mimic illegal drugs:** Sale of a legal substance that provides the same effect as an illegal drug (e.g. salvia, kratom).
- (i) **Adult Content and Services:** Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually related services such as prostitution, escorts, pay-per view, adult live chat features.
- (j) **Multi-level Marketing:** Pyramid schemes, network marketing, and referral marketing programs.
- (k) **Unfair, predatory or deceptive practices:** Investment opportunities or other services that promise high rewards; sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers.
- (l) **High-risk businesses:** Any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies.

### 3. Conditional Use

- 3.1 Express written consent and approval from Aquarius must be obtained prior to using Aquarius Services for the following categories of business and/or use ("**Conditional Uses**"). Consent may be requested by contacting our Customer Support team.
- 3.2 Aquarius may also require you to agree to additional conditions, make supplemental representations and warranties, complete enhanced on-boarding procedures, and operate subject to restrictions if you use Aquarius Services in connection with any of the following businesses, activities, or practices:
  - (a) **Money Services:** Money transmitters, cryptocurrency transmitters; fiat currency or cryptocurrency exchanges or dealers; gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of the Aquarius Services.
  - (b) **Charities:** Acceptance of donations for non-profit enterprise.

- (c) **Games of Skill:** Games which are not defined as gambling under this Agreement or by law, but which require an entry fee and award a prize.
- (d) **Religious/Spiritual Organizations:** Operation of a for-profit religious or spiritual organization.

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## **Appendix 2: Representations and Warranties**

You irrevocably and unconditionally represent and warrant to Aquarius on the following:

- (a) in the case of an individual user, you are eighteen (18) years of age or older and that you have the capacity to contract under applicable laws;
- (b) in the case of a legal entity user, you are (i) validly existing under the laws of the place of your incorporation and have the power and authority to own your assets and to conduct your business; and (ii) any individuals using any of the Aquarius Services on your behalf have been duly authorised to do so;
- (c) you will use Aquarius Services only for yourself or the legal entity that you represent unless you have obtained prior written approval from Aquarius to do otherwise;
- (d) you are not prohibited or restricted from accessing the Aquarius Site or to use any of the Aquarius Services;
- (e) you have the full capacity, power and authority to execute, deliver, perform and observe the obligations under this Agreement;
- (f) the execution, delivery, performance and observance by you of this Agreement will not and are not likely to result in a breach of, or give any third party to terminate or modify, or result in the creation of any encumbrance under, any agreement, license or other instrument or result in a breach of any order, judgment, or decree or any court or governmental authority to which you are subject to or by which you or any of your assets is bound;
- (g) you are not in default under any agreement to which you are a party or by which you may be bound and no litigation, arbitration, winding-up or administrative proceedings are presently current or pending or threatened against you which default, litigation, arbitration, winding-up or administrative proceedings, as the case may be, would affect or impair your ability to perform your obligations under this Agreement;
- (h) no receiver and/or manager, special administrator, trustee or any other similar officer has been appointed over any of your assets or undertakings which would prevent you from carrying out your obligations under this Agreement;
- (i) there are no investigations or enquiries by order, decree or judgment of, any court or any governmental authority outstanding against you;
- (j) you will not use your Aquarius Account or any of the Aquarius Services in order to conceal or disguise the origin or nature of proceeds of crime or terrorist financing, or to further, any breach of applicable anti-money laundering laws or counter-terrorism financing laws, or to deal with any unlawful assets, property, funds or proceeds;
- (k) you will not falsify or materially omit any information or provide misleading or inaccurate information requested by Aquarius in the course of, directly or indirectly relating to, or arising from your activities on the Aquarius Site or use of any of the Aquarius Services;
- (l) you will not make any public statement, including any press release, media release, or blogpost which mentions or refers to Aquarius or a partnership between you and Aquarius, without our prior written consent;



- (m) you will not deposit to your Aquarius Account any fiat currency or cryptocurrency other than Approved Digital Currencies;
- (n) you shall employ reasonable anti-virus, anti-malware and other software and techniques to protect you and your Aquarius Account from being the victim of a hack or of other malicious actions; and
- (o) this Agreement will when executed constitute legally valid and binding obligations on you which are enforceable in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, moratorium, and any other laws of general application affecting enforcement of creditors' rights generally.

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### **Appendix 3: Aquarius Account Corporate Membership Application Process**

For the purposes of this **Appendix 3**, “**you**” and “**your**” shall refer to a legal entity (such as a body corporate, trust, sole proprietorship, partnership, unincorporated association, authority and fluctuating bodies of persons or such other entity validly incorporated under the laws of its jurisdiction).

1. An Aquarius Corporate Account will allow you to deposit Approved Digital Fiat Currencies from your legal entity's bank account to Aquarius, and use those funds to trade on the Aquarius Trade Platform.
2. Should you wish to open an Aquarius Corporate Account, please submit your application through the Aquarius Site in accordance with this **Appendix 3**. Please note that we will consider such applications on a case-by-case basis.
3. [To apply for an Aquarius Corporate Account, you should take the following steps:
  - (a) Click on the 'Aquarius Corporate Account' link on the Aquarius Site.
  - (b) Follow the steps presented to you in order to make the application.
  - (c) Once your application has been submitted, we will review your application. In the course of our review, further information or documents may be requested by us of you.
  - (d) If your application is successful, we will notify you accordingly of your Aquarius Corporate Account approval].
4. When making the application for the purpose of applying for an Aquarius Corporate Account, you should always ensure the following:
  - (a) The legal entity name should match the name of the entity that will use the Aquarius Corporate Account.
  - (b) The legal entity name should match the formal registration documentation for the legal entity.
  - (c) The legal entity name should match the name on the business bank account that will be utilized to fund your account with Aquarius, otherwise you may experience issues when funding your account.
  - (d) Your place of business operations should be the address where your business operates. This could be a main office, headquarters, or any location where you have operations.
  - (e) Your place of incorporation should be the place where your business is registered. You will likely have a formation or registration document issued from the place.
5. Aquarius reserves the right to reject any application at its sole discretion.
6. The process of opening an Aquarius Corporate Account can be lengthy as we are required to conduct a risk and business viability assessment on all applicants. We may require applicants to provide proof of business activities, proof of funds when funds are involved and any other documentation that we may deem relevant for the purpose of our assessment.
7. The email address used to open your Aquarius Corporate Account will be used for all further communication and we will not be able to assist you with your application should you contact us from any other email address or any other form of communication.
8. Your Aquarius Account will only be credited with Approved Digital Fiat Currency deposits made from your legal entity's bank account and withdrawals will only be processed to that bank account. Third party withdrawals and deposits are not allowed.



9. You can only receive Approved Digital Fiat Currency deposits and process withdrawals in the business' local currency.
10. The fees on Aquarius Corporate Accounts are the same as for Aquarius individual accounts.

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