Last updated: Mar 2, 2022

Hi! Welcome to Crypto Smartlife, a digital asset platform operated by and proprietary to Smartlife Digital Assets Pte Ltd, a company (doing business as : Crypto Smartlife Platform or Company) having registration credentials as 202129997W in Singapore. Please note that for our users in India, the Crypto Smartlife platform is operated by Smartliving Digital Technologies Private Limited, a Private limited company having registration credentials as U72200TG2021PTC155008. You agree and understand that by signing up to Crypto Smartlife and opening an account, you are agreeing to enter into this user agreement (the "User Agreement") by and between you and Crypto Smartlife Company, and be legally bound by its terms and conditions, so please read them carefully. Please also note that there may be specific terms or conditions applicable to you as a user in a given jurisdiction, as detailed herein. If any term or condition of this User Agreement is unacceptable to you, please do not visit, access, or use Crypto Smartlife. Use of the words "we," "us," or "our" in this User Agreement refers to Crypto Smartlife Company, and any or all of its affiliates

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY CLICKING THE "CREATE ACCOUNT" BUTTON OR BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE AND ALL TERMS INCORPORATED BY REFERENCE.

Master Summary of Terms of Service

This summary of our Terms of Service offers you an overview of the key terms that apply to your use of our website, transactions and other services. While we hope this summary section is helpful, you should read the **complete Terms of Service** below since they provide important information about how our services work. Please note that we refer to our online service where you can execute transactions and access our services as "**Crypto Smartlife**".

Extract from the White paper :

Crypto Smartlife is an Artificial Intelligence powered Crypto Robo-Investment platform based out of Singapore with the mission to drive the next 50 million users into crypto.

We are Crypto enthusiasts located in Singapore, USA and Singapore with leading industry experience working for IBM Blockchain, AnZ Bank, JPMC, etc in areas of Blockchain, Capital Markets and Commodity Markets.

• Our Vision and Mission

Vision: Be at the forefront of crypto innovation at the intersection of Crypto and AI to maximize invested value. *Mission:* Drive crypto adoption to the next 50 million users by making crypto investment stress free with ease to use, AI powered investing.

Crypto Smartlife intends to make Crypto Investing smart and simple with its products. Our products offer the following facilities:

- Easy to Use: Friendly user interface with guided crypto investing experience.
- World Class Custody: Your investments are secured with Top class crypto custodians.
- Withdraw Anytime: Withdraw crypto assets or equivalent INR
- **Data Driven Investment Choices:** Transparent approach to backtest data into history, check returns and make investment decisions.
- Investe on the move: Track Portfolio and stay updated with changes to your Network.
- Track Live prices and CryptoNews: Get notifications on the latest updates on Crypto.

1. Complete Terms of Service

These Terms of Service and any terms expressly incorporated herein ("**Terms**") apply to your access to and use of the websites and mobile applications provided by Crypto Smartlife and its wholly owned subsidiaries, if any, (collectively, "**Crypto Smartlife**", "we", or "us"), and the trading, direct sale, staking and other services if any provided by Crypto Smartlife as described in these Terms. (collectively, our "Services").

Our products and services may be provided through other operating entities that are related to Crypto Smartlife other than the entity stated above.

1. Key Definitions

Capitalized terms not otherwise defined in these Terms will have the following meaning:

- "External Account" means any Financial Account or Digital Asset Account: (i) from which you may load Funds (fiat (if applicable) or non fiat) into your Crypto Smartlife Account, and (ii) to which you may transfer Funds from your Crypto Smartlife Account if allowed.
- 2. **"Financial Account"** means any financial account of which you are the beneficial owner that is maintained by a third party outside of the Services, including, but not limited to third-party payment service accounts or accounts maintained by third party financial institutions.
- 3. "**Funds**" means Digital Asset and/or Legal Tender.
- 4. "Legal Tender" means any national currency, such as INR or USD, that may be used when such a feature goes live, in connection with a purchase or sale of Digital Assets via the Services, and does not include any Digital Asset.
- 5. "**Crypto Smartlife Account**" means a user account accessible via the Services where Funds may be stored by Crypto Smartlife on behalf of a user on its platform under the dashboard of the user.
- 6. **"Digital Asset"** means bitcoins, ripples and other digital assets that may be purchased and used on the platform via the Services.
- 7. **"Digital Asset Account"** means any Digital Asset address or account owned, controlled or operated by you that is maintained outside of the Services, and is not owned, controlled or operated by Crypto Smartlife.

2. Eligibility

Crypto Smartlife may not make the Services available in all markets and jurisdictions, and may restrict

or prohibit use of the Services from certain foreign jurisdictions ("Restricted Locations"). If you are registering to use the Services on behalf of a legal entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf.

You further represent and warrant that you: (a) are of legal age to form a binding contract (at least 18 years old or the age of attaining adulthood in your jurisdiction); (b) have not previously been suspended or removed from using our Services; (c) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party; (d) are not located in, under the control of, or a national or resident of (i) any Restricted Locations, or (ii) any country to which India has embargoed goods or services; (e) are not identified as a "Specially Designated National;" (f) are not placed on the Interpol's Denied Persons List; and (g) will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with these Terms.

Crypto Smartlife may condition your access or continued access to certain Services (or features of those Services), such as by imposing eligibility requirements. Crypto Smartlife will keep you informed of these on its website. Crypto Smartlife may require, on an ongoing basis, that you demonstrate to us that you continue to meet these requirements. Crypto Smartlife's decisions with respect to eligibility are final.

3. Crypto Smartlife Account limitations per person

- 1. **Number of Crypto Smartlife Accounts.** Crypto Smartlife may, in its sole discretion, limit the number of Crypto Smartlife Accounts that you may hold, maintain or acquire.
- 2. Crypto Smartlife Account information and security. In order to engage in any trades via the Services, you must create a Crypto Smartlife Account and provide any requested information. When you create a Crypto Smartlife Account, you agree to: (a) create a strong password that you do not use for any other website or online service; (b) provide accurate and truthful information; (c) maintain and promptly update your Crypto Smartlife Account information; (d) maintain the security of your Crypto Smartlife Account by protecting your password and restricting access to your Crypto Smartlife Account; (e) promptly notify us if you discover or otherwise suspect any security breaches related to your Crypto Smartlife Account; and (f) take responsibility for all activities that occur under your Crypto Smartlife Account and accept all risks of any authorized or unauthorized access to your Crypto Smartlife Account, to the maximum extent permitted by law.

4. Privacy Notice

Please refer to our **Privacy Notice** for information about how we collect, use and share your information.

5. General Obligations

General Obligations applies to: (i) all transactions completed via the Services, (ii) your purchase and/or utilisation of Digital Assets directly from Crypto Smartlife via the Services, and (iii) any transaction in which you load Funds into your Crypto Smartlife Account from your External Account.

- Conditions and Restrictions. We may, at any time and in our sole discretion, refuse any trade submitted via the Services, impose limits on the trade amount permitted via the Services or impose any other conditions or restrictions upon your use of the Services for funding your Crypto Smartlife Account or for trading without prior notice to safeguard the interest of the platform and for fair transaction policies.
- 2. Accuracy of Information. You must provide any information required when creating a Crypto Smartlife Account or when prompted by any screen displayed within the Services. You represent and warrant that any information you provide via the Services is accurate and complete.
- 3. Cancellations. You may only cancel an order initiated via the Services if such cancellation occurs <u>before</u> Crypto Smartlife executes the transaction. Once your order has been executed, you may not change, withdraw or cancel your authorization for Crypto Smartlife to complete such a transaction. If an order has been partially completed, you may cancel the unfilled remainder if validated by Crypto Smartlife. We reserve the right to refuse any cancellation request associated with an order once you have submitted such an order. Normally all orders and transactions are irreversible once initiated. While we may, at our sole discretion, reverse a transaction, if legally possible, under certain extraordinary conditions, a customer does not have a right to a reversal of a transaction.
- 4. **Insufficient Funds.** If you have an insufficient amount of Funds in your Crypto Smartlife Account to complete a transaction via the Services, we may cancel the entire transaction or may fulfill a partial transaction using the amount of Funds currently available in your Crypto Smartlife Account, less any fees owed to Crypto Smartlife in connection with our execution of the trade.
- 5. **Taxes.** It is your complete responsibility to determine what, if any, taxes apply to the transactions you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that Crypto Smartlife is <u>not</u> responsible for determining whether taxes apply to your transactions or for collecting, reporting, withholding or remitting any taxes arising from any transactions.

6. Crypto Smartlife Account Funds

1. **Funding your Crypto Smartlife Account.** In order to complete a transaction via the Services, you must first load Funds to your Crypto Smartlife Account using one of the approved External Accounts identified via the Services. You may be required to verify that you control the External Account that you use to load Funds to your Crypto Smartlife Account. As further described herein, you may be charged fees by the External Account you use to fund your Crypto Smartlife Account. Crypto Smartlife is not responsible for any External Account fees or for the management and security of any External Account. You are solely responsible for your use of any External Account. The timing associated with a load transaction will depend in part upon the performance of third parties responsible for maintaining the applicable

External Account, and Crypto Smartlife makes no guarantee regarding the amount of time it may take to load Funds into your Crypto Smartlife Account.

About Funds Held In Your Crypto Smartlife Account - Be advised that funds held in your Crypto Smartlife account are exclusively for the purchase of Digital Assets. These funds may be utilised for the purposes of availing premium services on the platform. Note that Crypto Smartlife shall not pay interest on the balances held however if a staking policy is approved and informed to you then the same shall be applicable.

- 2. Transferring Funds to an External Account. Provided that the balance of Funds in your Crypto Smartlife Account is greater than any minimum balance requirements if any needed to satisfy any of your open transactions, and subject to the restrictions set forth herein, you may transfer any amount of Funds, up to the total amount of Funds in your Crypto Smartlife Account in excess of such minimum balance requirements, from your Crypto Smartlife Account to an External Account, less any fees charged by Crypto Smartlife for such transactions when the external withdrawal feature becomes applicable on the platform. In ordinary circumstances you hold the funds in the Crypto Smartlife fund account for the purposes of availing of the services and not for any other purpose and the same shall be exclusively utilised for the same purpose only.
- 3. Load/Transfer Authorization. When you request that we load Funds into your Crypto Smartlife Account from your External Account or request that we transfer Funds to your External Account from your Crypto Smartlife Account, you authorize Crypto Smartlife to execute such transactions via its allowed Services.
- 4. **Rejected Transactions.** In some cases, the External Account may reject your Funds or may otherwise be unavailable to receive your Funds. You agree that you will <u>not</u> hold Crypto Smartlife liable whatsoever for any damages resulting from such rejected transactions.

7. Services to transact Digital Assets

This Section applies only when you use the Services to transact in Digital Assets for Legal Tender, OR to trade Digital Assets for another form of Digital Assets.

- 1. **Authorization.** When you submit a new transaction via the Services, you authorize Crypto Smartlife to execute a transaction for offering you premium features of the Platform.
- 2. **Independent relationship.** You acknowledge and agree that: (a) Crypto Smartlife is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity, and (b) no communication or information provided to you by Crypto Smartlife shall be considered or construed as legal advice. You are transacting as per your own will.
- 3. **Trade confirmation.** Once the Services execute your transaction, a confirmation will be electronically made available via the Services detailing the particulars of the transaction. You acknowledge and agree that the failure of the Services to provide such confirmation shall not prejudice or invalidate the terms of such transaction of accepting the digital asset against the payment made by you to avail it and thereby use the premium services on our platform.

- 4. Trade options. Please refer to the Transaction Guidelines stated in the website and / or in Terms, for information about the terminology used in connection with the transaction options made available via the Services. If you do not understand the meaning of any transaction or digital asset jargon, we strongly encourage you not to utilize any of those transaction options and refrain from using our service.
- 5. **Digital asset transaction rates.** If you select a transaction to buy or avail digital assets, Crypto Smartlife will attempt, on a commercially reasonable basis, to execute the transaction on or close to the prevailing market exchange rate. However prior to that the digital asset price shall be available as per the digital asset platform and is a closed ended rate to be used within the platform only. You acknowledge and agree that the transaction rate information made available via our Services may differ from prevailing external market rates if any, made available via other sources outside of the Services.
- 6. **Market volatility**. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any Digital Assets or Legal Tender, the actual market rate at which a market order or trade is executed may be different from the prevailing rate indicated via the Services at the time of your order or transaction. You understand that we are <u>not</u> liable for any such price fluctuations. In the event of a market disruption or Force Majeure event, Crypto Smartlife may do one or more of the following: (a) suspend access to the Services; or (b) prevent you from completing any actions via the Service. Following any such event, when transaction resumes, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event.
- 7. **Transaction Settlement.** Subject to the terms and conditions in these Terms, we will use commercially reasonable efforts to settle transactions on a spot basis. However owing to challenges of blockchain emerging technology and other out of control situations we may make reasonable efforts to ensure the validation of transactions however subject to limitation of blockchain and distributed ledger technology network congestion.
- 8. Staking and other benefit Transactions. (not yet live but may be made live in future)
 - In accordance with and subject to conditions herein, as part of the Services you may in future receive from Crypto Smartlife extensions of staking rewards in the form of Digital Assets ("staking and other benefit transactions") to avail premium and exclusive features of platform for Digital Assets on the Crypto Smartlife platform.
 - 2. You acknowledge, represent, warrant and agree that, prior to receiving an extension of such rewards from Crypto Smartlife, you will have read our Staking Rewards Statement when applicable mentioned in the website and general terms herein, understand the risks involved with staking rewards transactions, and have determined

that purchasing and earning of Digital Assets with the use of staking rewards is appropriate for you.

- 3. Staking Rewards and other benefit on the Crypto Smartlife platform are made available under the following terms:
 - Staking Credits. Crypto Smartlife agrees to establish for your benefit and in your name a scheme for you to receive Digital Assets from Crypto Smartlife to make transactions through your Crypto Smartlife Account (your "Margin Account"). Your staking rewards credit is a component of your Crypto Smartlife Account.
 - 2. Staking Rewards and Transactions.
 - 1. Subject to the Terms, Crypto Smartlife agrees to provide to you, and you may obtain from and return to Crypto Smartlife from time to time, staking credits to support transactions (each such provision of Funds, a "staking reward"). No staking reward will occur unless you meet or exceed any minimum balance requirements imposed by Crypto Smartlife for your Account. Moreover, notwithstanding anything to the contrary herein, Crypto Smartlife is under no obligation to make any staking rewards to you and may decline a request to claim staking rewards in its sole discretion.
 - 2. When you use staking rewards and other benefits to effectuate a transaction, you <u>may be</u> entering into a Digital Asset purchase transaction with one or more third-party trader(s) on the Crypto Smartlife platform (each a "Counterparty"). For example, you might use the staking rewards from Crypto Smartlife to buy more tokens from a Counterparty. In executing such transactions, Crypto Smartlife facilitates the transfer of ownership of the applicable Funds from the Counterparty to you (such Funds -- e.g., the Digital asset in the preceding example -- "Received Assets") by registering you as the owner of the Received Assets on Crypto Smartlife's internal blockchain based book-entry system.

- 3. If you are not (or are no longer) eligible to receive staking rewards, each of your then-existing staking rewards will become due and must be terminated: (i) on or before the 30th day after such credit benefit was made; or (ii) immediately upon loss of eligibility if such Staking reward was made earlier than 30 days prior to the date on which you were no longer eligible.
- 3. *Received Assets.* All Received Assets are custodial assets held by Crypto Smartlife for your benefit, as described in further detail below:
 - 1. Ownership. <u>Title to Received Assets shall at all times remain with you</u> and shall not transfer to Crypto Smartlife, except as provided herein. As the owner of the Received Assets in your Crypto Smartlife Account, you bear all risk of loss of such Received Assets. None of the Received Assets in your Crypto Smartlife Account are the property of Crypto Smartlife. Crypto Smartlife does not represent or treat Received Assets in your Crypto Smartlife Account as belonging to Crypto Smartlife. Except as required by a valid court order, or except as provided herein, Crypto Smartlife will not sell, transfer, loan, hypothecate or otherwise alienate Received Assets in your Crypto Smartlife Assets in your Crypto Smartlife Account unless instructed by you or as otherwise authorized by these Terms. For the avoidance of doubt, Crypto Smartlife makes no warranty that Digital Assets in your Crypto Smartlife Account (including Received Assets) are held by you free and clear of any security interest or other lien or encumbrance.
 - 2. **Control**. You control the Received Assets held in your Crypto Smartlife Account. At any time, subject to outages, downtime, and other applicable policies and the restrictions described herein, you may withdraw your Received Assets by transferring them to an External Account when such feature is live. Ordinarily it shall be used for availing premium features on the platform and for no other purpose.

- Terminating staking rewards Extensions. To terminate a staking rewards, you 4. must transfer sufficient Funds from your Crypto Smartlife Account to Crypto Smartlife through the Services. The Funds you use to terminate a staking rewards must be the same asset type as the denomination of the staking rewards (for example, you must terminate a digital asset-denominated staking rewards by transferring digital asset from your Crypto Smartlife Account to Crypto Smartlife through the Services). You may terminate a staking reward by either: (i) directing immediately available Funds in your Crypto Smartlife Account to Crypto Smartlife by availment of any premium service; or (ii) selling requisite Collateral Assets (as defined below) if any, or other assets in your Crypto Smartlife Account on the Crypto Smartlife platform and applying the proceeds to the termination of the corresponding staking rewards. Prior to satisfying the corresponding staking rewards pursuant to the preceding sentence, Received Assets and requisite Collateral Assets may not be otherwise transferred to an External Account or traded on the Crypto Smartlife platform.
- 5. Restrictions on your Crypto Smartlife Account subject to satisfaction of your staking rewards obligations.
 - You agree to maintain in your Crypto Smartlife Account, at all times during the term of a staking rewards, a specified minimum amount of Funds approved by Crypto Smartlife to qualify as collateral ("Collateral Assets"). This minimum amount of Collateral Assets (the "Maintenance Requirement"). This minimum amount of Collateral Assets (the "Maintenance Requirement") will be defined through the Services and you will be notified of any changes to the Maintenance Requirement prior to those changes taking effect. Such notice shall indicate the effective date for those changes.
 - A list of assets approved by Crypto Smartlife to be eligible as Collateral Assets will be defined through the Services and certain Digital Assets may only be valued as collateral on a discounted basis.

You will be notified of any changes to the list of eligible Collateral Assets or discounts applied to the valuation thereof prior to those changes taking effect. Such notice shall indicate the effective date for those changes.

- 3. For purposes of calculating your compliance with the Maintenance Requirement, Crypto Smartlife will calculate (subject to any discounts) the market value of Collateral Assets on a continuous basis based on the prevailing value of each Digital Asset on one or more Digital Asset exchanges, including those operated by Crypto Smartlife if any. Crypto Smartlife has discretion to select Digital Asset exchanges for purposes of calculating this market value that Crypto Smartlife, in its reasonable judgment, believes offers a reasonable valuation of a Digital Asset.
- 4. You hereby authorize and instruct Crypto Smartlife, in the event the value of your Collateral Assets falls below the Maintenance Requirement, to, without further notice to you: (a) place a market order on the Crypto Smartlife platform, on your behalf, to sell your Received Assets and apply the proceeds towards terminating your staking reward Extension(s); and/or (b) liquidate such other Funds in your account in the manner and amount practicable, in Crypto Smartlife's reasonable discretion, to terminate the staking rewards either in full, or in an amount sufficient, in Crypto Smartlife's reasonable discretion, to restore the value of your Collateral Assets to an amount equal to or exceeding the Maintenance Requirement.
- 6. Staking Reward Period. Is the period when the staking rewards are earned on eligibility. However, we may, in our sole discretion, modify any or all existing and/or future Staking Reward Periods (i) in accordance with any information we make available on our website or provide to you in any other manner, or (ii) otherwise in connection with our exercise of any of our rights and obligations under these Terms. You hereby authorize and instruct Crypto

Smartlife, for (a) place a transaction on the Crypto Smartlife platform, on your behalf, to sell your Received Assets and apply the proceeds to the staking rewards credit on your standing instructions; and/or (b) liquidate such other Funds in your account, in the manner and amount practicable, in Crypto Smartlife's reasonable discretion, to terminate the staking rewards holding collateral asset.

- 7. Payment of Fees; Default.
 - Fees charged on and in connection with any staking rewards shall be at the applicable rates and methods of computation specified in the Fee Schedule (the "Staking Fees"). If at any time and for any reason, the staking Fees on any staking reward credits made under these Terms exceeds the maximum rates permitted to be charged by Crypto Smartlife to you under applicable law, the parties hereto agree that the staking Fees shall be reduced automatically to the maximum rates permitted to be charged under applicable law.
 - 2. Upon your failure to satisfy the Maintenance Requirement, to make any payment of fees, including staking Fees, when due or to terminate a staking reward when required, or upon otherwise materially breaching this clause, your staking rewards shall be immediately due and must be terminated (and any accrued and unpaid fees thereon and any fees and costs of collection must be paid) and, to the extent permitted by applicable law and in addition to any other remedies available to it, Crypto Smartlife, in its sole discretion, may apply the proceeds from the sale of any Digital Assets in your Account, whether such Digital Assets are considered Collateral Assets as defined in the Terms or not, first to the payment of any outstanding fees, commissions, charges or other expenses then due to Crypto Smartlife, and then to the termination of your staking rewards. If your Crypto Smartlife Account balance becomes negative

in any case whatsoever, you agree to pay the amount of Funds owed to Crypto Smartlife within 24 hours.

8. Discontinuance of staking rewards Services. In exercising its rights mentioned herein after, Crypto Smartlife may, irrespective of any staking rewards credit Period for any outstanding staking rewards, cease making available credit Extensions for certain Digital Assets for any or all users. You hereby authorize and instruct Crypto Smartlife, without notice to you, as of the date that Crypto Smartlife elects, to: (a) liquidate your Received Assets, in the manner practicable, in Crypto Smartlife's reasonable discretion, and apply the proceeds to the termination of the staking rewards; and/or (b) liquidate such other Funds in your account, in the manner and amount practicable, in Crypto Smartlife's reasonable discretion, to terminate the staking rewards credits in full.

8. Risk Disclosure

- 1. **Transaction risks.** You acknowledge and agree that you shall access and use the Services at your own risk. The risk of loss in transacting Digital Asset can be substantial. You should, therefore, carefully consider whether such transacting is suitable for you in light of your circumstances and financial resources. You should be aware of the following points:
 - 1. You may sustain a total loss of the Funds in your Crypto Smartlife Account, and, in some cases, you may incur losses beyond such Funds.
 - 2. One listed, Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders.
 - 3. All Digital Asset positions involve risk, including a risk to non utilise the token for the intended purpose on the Crypto Smartlife platform.
 - 4. The use of leverage can work against you as well as for you and can lead to large losses as well as gains. Digital assets is in no way an assurance for the promised service though adequate safeguards for quality of service shall be put in place however the digital asset industry is highly volatile and you enter in such transactions at your own risk and for your own risk or rewards with no liability towards Crypto Smartlife.

ALL OF THE POINTS NOTED ABOVE APPLY TO ALL DIGITAL ASSET TRANSACTIONS. THIS BRIEF STATEMENT CANNOT, OF COURSE, DISCLOSE ALL THE RISKS AND OTHER ASPECTS ASSOCIATED WITH THESE TRANSACTIONS. 2. **Internet transmission risks.** You acknowledge that there are risks associated with utilizing an Internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that Crypto Smartlife shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when trading via the Services, however caused.

9. Digital Asset Terms of Sale

This Section applies only when you use the Services to purchase or utilise Digital Assets directly from Crypto Smartlife, a service available in limited jurisdictions only.

- 1. **Prices; Availability.** All digital asset prices reflect the rates applicable to the purchase or utilisation of Digital Assets, an alternative form of Digital Assets identified in your purchase order. All Digital Asset sales and purchases by Crypto Smartlife are subject to availability, and we reserve the right to discontinue the sale and purchase of Digital Assets without notice.
- 2. **Quotes.** Prior to completing your purchase of Digital Assets from Crypto Smartlife, we will provide notice of the amount of Digital Assets you intend to purchase or utilise and the amount of Funds you will be required to pay to Crypto Smartlife to receive such Digital Assets. You agree to comply with any terms and conditions provided within such notice to complete your purchase transaction.
- 3. **Errors.** In the event of an error, whether via our Services, in a purchase order confirmation, in processing your purchase, or otherwise, we reserve the right to correct such error and revise your purchase transaction accordingly (including charging the correct price) or to cancel the purchase and refund any amount received. Your sole remedy in the event of an error is to cancel your purchase order transaction and obtain a refund of any amount charged if applicable.
- 4. **Payment Method.** Only valid payment methods specified by us may be used to purchase Digital Assets. By placing an order to purchase Digital Assets from Crypto Smartlife, you represent and warrant that (a) you are authorized to use the designated payment method and (b) you authorize us, or our payment processor, to charge your designated payment method. If the payment method you designate cannot be verified, is invalid or is otherwise not acceptable, your purchase order may be suspended or cancelled automatically. You agree to resolve any problems we encounter in order to proceed with your purchase order.
- 5. **No Returns or Refunds.** All sales and purchases of Digital Assets by Crypto Smartlife via the Services are final. We do not accept any returns or provide refunds for your purchase of Digital Assets from Crypto Smartlife, except as otherwise provided in these Terms.

10. Fees

 Amount of Fees. In addition to the fees specified in clause 7 above, you agree to pay Crypto Smartlife the transaction fees for trades completed via our Services ("Fees") as made available via the Fees Info ("Fee Schedule") on the website, which we may change from time to time. Changes to the Fee Schedule are effective as of the effective date indicated in the posting of the revised Fee Schedule to the Services, and will apply prospectively to any trades that take place following the effective date of such revised Fee Schedule.

- 2. Third-Party Fees. In addition to the Fees, your External Account may impose fees in connection with your use of your designated External Account via the Services. Any fees imposed by your External Account provider will <u>not</u> be reflected on the transaction screens containing information regarding applicable Fees. You are solely responsible for paying any fees imposed by an External Account provider.
- 3. **Payment of Fees.** You authorize us, or our designated payment processor, to charge or deduct your Crypto Smartlife Account Funds for any applicable Fees owed in connection with trades you complete via the Services.
- 4. **Collection-Related Costs.** If you fail to pay Fees or any other amounts owed to Crypto Smartlife under these Terms and Crypto Smartlife refers your account(s) to a third party for collection, then Crypto Smartlife will charge you the lesser of an 18% collection fee or the maximum percentage permitted by applicable law, to cover Crypto Smartlife's collection-related costs.

11. Electronic Notices

- 1. **Consent to Electronic Delivery.** You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "**Communications**") that Crypto Smartlife provides in connection with your Crypto Smartlife Account and/or use of the Crypto Smartlife Services. You agree that Crypto Smartlife may provide these Communications to you by posting them via the Services, by emailing them to you at the email address you provide, and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's normal messaging, data and other rates and fees may apply to any mobile Communications. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may also contact us through email support to request additional electronic copies of Communications or, for a fee, paper copies of Communications (as described below).
- 2. Hardware and Software Requirements. In order to access and retain electronic Communications, you will need a computer with an Internet connection that has a current web browser with cookies enabled and 128-bit encryption. You will also need to have a valid email address on file with Crypto Smartlife and have sufficient storage space to save past Communications or an installed printer to print them.
- 3. Withdrawal of Consent. You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support. If you decline or withdraw consent to receive electronic Communications, Crypto Smartlife may suspend or terminate your use of the Services. Unsubscribe requests submitted on general email may take up to 10 business days to process.
- 4. **Requesting Paper Copies.** If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 30 days after the date we provided the Communication to you by contacting support. In order for us to send paper copies to you, you must have a current street address on

file with Crypto Smartlife. Please note that Crypto Smartlife operates exclusively online and it is very burdensome for us to produce paper copies of Communications. Therefore, if you request paper copies, you understand and agree that Crypto Smartlife may charge you a processing fee, in the amount described in the **Fee Schedule**, for each page of Communication requested.

5. Updating Contact Information. It is your responsibility to keep your email address and/or mobile phone number on file with Crypto Smartlife up to date so that Crypto Smartlife can communicate with you electronically. You understand and agree that if Crypto Smartlife sends you an electronic Communication but you do not receive it because your email address or mobile phone number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Crypto Smartlife will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add Crypto Smartlife to your email address book so that you will be able to receive the Communications we send to you. You can update your email address, mobile phone number or street address at any time by logging into your Crypto Smartlife Account or by sending such information to support. If your email address or mobile phone number becomes invalid such that electronic Communications sent to you by Crypto Smartlife are returned, Crypto Smartlife may deem your account to be inactive, and you may not be able to complete any transaction via our Services until we receive a valid, working email address or mobile phone number from you.

12. Unclaimed Property

If for any reason Crypto Smartlife is holding Funds in your Crypto Smartlife Account on your behalf, and Crypto Smartlife is unable to return your Funds to your designated External Account after a period of inactivity, then Crypto Smartlife may report and remit such Funds in accordance with applicable state unclaimed property laws.

13. Acceptable Use

When accessing or using the Services, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not:

- Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- 2. Use our Services to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or other illegal activities;

- 3. Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
- 4. Use or attempt to use another user's account without authorization;
- 5. Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;
- 6. Develop any third-party applications that interact with our Services without our prior written consent;
- 7. Provide false, inaccurate, or misleading information; and
- 8. Encourage or induce any third party to engage in any of the activities prohibited under this Section.

14. Feedback

We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials regarding Crypto Smartlife or our Services that you provide, whether by email, posting through our Services or otherwise ("Feedback"). Any Feedback you submit is non-confidential and shall become the sole property of Crypto Smartlife. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but we may have already had the same or a similar idea and we do not want disputes. We also have the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in this section.

15. Copyrights and Other Intellectual Property Rights

Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on our website or provided in connection with the Services, including, without limitation, the Crypto Smartlife or Crypto Smartlife logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Crypto Smartlife Materials") are the proprietary property of Crypto Smartlife or our licensors or suppliers and are protected by India and international copyright laws and other intellectual property rights laws.

We hereby grant you a limited, nonexclusive and non-sublicensable license to access and use the Crypto Smartlife Materials for your personal or internal business use. Such license is subject to these Terms and does not permit (a) any resale of the Crypto Smartlife Materials; (b) the distribution, public performance or public display of any Crypto Smartlife Materials; (c) modifying or otherwise making any derivative uses of the Crypto Smartlife Materials, or any portion thereof; or (d) any use of the Crypto Smartlife Materials other than for their intended purposes. The license granted under this Section will automatically terminate if we suspend or terminate your access to the Services.

16. Trademarks

"Crypto Smartlife," the Crypto Smartlife logo and any other Crypto Smartlife product or service names, logos or slogans that may appear on our Services are trademarks of Crypto Smartlife, in Singapore and in other countries, and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any trademark, product or service name of Crypto Smartlife without our prior written permission, including without limitation any metatags or other "hidden text" utilizing any trademark, product or service name of Crypto Smartlife. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Crypto Smartlife and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned through our Services are the property of their respective owners. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

17. Third-Party Content

In using our Services, you may view content provided by third parties, including links to web pages of such parties, including but not limited to Facebook and Twitter links ("Third-Party Content"). We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

18. Suspension; Termination

In the event of any Force Majeure Event, breach of these Terms, or any other event that would make provision of the Services commercially unreasonable for Crypto Smartlife, we may, in our discretion and without liability to you, with or without prior notice, suspend your access to all or a portion of our Services. We may terminate your access to the Services in our sole discretion, immediately and without prior notice, and delete or deactivate your Crypto Smartlife Account and all related information and files in such account without liability to you, including, for instance, in the event that you breach any term of these Terms. In the event of termination, Crypto Smartlife will attempt to return any Funds stored in your Crypto Smartlife Account not otherwise owed to Crypto Smartlife, unless Crypto Smartlife believes you have committed fraud, negligence or other misconduct.

19. Discontinuance of Services

We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

20. Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY US, OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO OUR SERVICES, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN.

YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS INCLUDING THIRD PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES.

Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

21. Limitation of Liability

(a) EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL Crypto Smartlife, OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR SERVICES OR THE Crypto Smartlife MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM Crypto Smartlife, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO Crypto Smartlife'S RECORDS, PROGRAMS OR SERVICES.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF Crypto Smartlife (INCLUDING OUR DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, Crypto Smartlife OR TO THESE TERMS EXCEED THE FEES PAID BY YOU TO Crypto Smartlife DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY.

22. Indemnity

You agree to defend, indemnify and hold harmless Crypto Smartlife (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to (a) your use of, or conduct in connection with, our Services; (b) any Feedback you provide; (c) your violation of these Terms; or (d) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

23. Applicable Law; Arbitration

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

You and Crypto Smartlife agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT. You and Crypto Smartlife agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to Crypto Smartlife shall be sent to social@cryptoSmartlife.com. You and Crypto Smartlife further agree: (a) to attempt informal resolution prior to any demand for arbitration; (b) that any arbitration will occur in Singapore; (c) that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of Arbitration Conciliation Act of Singapore; and (d) that the state or federal courts in Singapore have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Terms and the laws of Singapore and applicable Singaporean law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, you and Crypto Smartlife will not commence a class action, class arbitration or representative action or proceeding.

24. Miscellaneous

- 1. Entire Agreement; Order of Precedence. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with Crypto Smartlife for the Services or for any other Crypto Smartlife product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with Crypto Smartlife, the terms of that other agreement will control only if these Terms are specifically identified and declared to be overridden by such other agreement.
- 2. Amendment. We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion, by posting the amended Terms via the applicable Crypto Smartlife websites and mobile applications or by communicating these changes through any written or other contact method we have established with you and updating the "Last Updated" date at the top of these Terms. The amended Terms will be effective immediately thereafter and your use of the Services following the date on which such amended Terms are published will constitute consent to such amendments.
- 3. **Waiver.** Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.
- 4. **Severability.** The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.
- 5. Force Majeure Events. Crypto Smartlife shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from any event beyond Crypto Smartlife's reasonable control, including but not limited to flood, extraordinary weather conditions, Covid19, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond Crypto Smartlife's reasonable control (each, a "Force Majeure Event").
- 6. **Assignment.** You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from Crypto Smartlife, including by operation of law or in connection with any change of control. Crypto Smartlife may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.
- 7. **Headings.** Headings of sections are for convenience only and shall not be used to limit or construe such sections.
- Survival. Clauses (Eligibility), (Crypto Smartlife Account), (Risk Disclosure), (Fees), (Unclaimed Property), (Feedback), (Copyrights), (Trademarks), (Third-Party Content), (Disclaimer of Warranties), (Limitation of Liability); (Indemnity), (Applicable Law; Arbitration) and this clause (Miscellaneous) shall survive any termination or expiration of these Terms.

25. Jurisdiction-specific Legal Disclosures

Crypto Smartlife maintains licenses and registrations in certain jurisdictions to provide you our Services. These licenses or registrations may impact our provision and your use of our services depending on where you live or are domiciled. Information regarding certain of Crypto Smartlife's licenses and registrations, or lack thereof, and corresponding disclosures can be found on the **Crypto Smartlife website pages**, which is incorporated into these Terms by reference. By creating a Crypto Smartlife account, you acknowledge that you have read, understand and agree to those disclosures that are applicable to you.

Disclosure Statement

We are furnishing this document to you to provide some basic facts about purchasing digital assets and to alert you to the risks involved with trading digital assets. Before trading assets, you should carefully review this disclosure statement. Please contact us through support regarding any questions or concerns you may have with your margin accounts.

When you purchase new digital assets for existing digital asset or vice versa, you may pay in full with your own funds or by posting assets in your account as collateral, with funds (stakes) provided by Crypto Smartlife to you. If the collateral supporting your transaction declines in value by an amount specified by Crypto Smartlife, you authorize Crypto Smartlife to issue a margin call and/or sell assets in your account, in order to maintain equity in the account that meets or exceeds the minimum margin requirement.

It is important that you fully understand the unique risks involved in transacting in digital assets before determining whether such trading is appropriate for you. These risks include the following:

- Using digital asset to support spot transactions poses a high degree of financial risk and is not suitable for everyone. The use of leverage can work against you as well as for you and can lead to large losses as well as gains. You should examine your financial objectives, financial resources and risk tolerance to determine whether receiving digital assets against the assets in your Crypto Smartlife Account is appropriate for you.
- You can rapidly lose all of the funds you deposit for trading and may lose more funds than you deposit in your Crypto Smartlife account. The prices of digital assets are highly volatile and a decline in the value of assets that are purchased or sold may require you to provide additional funds to us, on short notice or with no notice, to avoid the automatic liquidation of assets in your account(s).
- You authorize us to sell assets in your account without further notice to you. If the equity in your account falls below our margin requirements to offer you digital assets, you authorize Crypto Smartlife to sell assets in your account to cover the deficiency. You will be responsible for any shortfall in

the account after such a sale. As Digital Asset markets are open 24 hours a day, 7 days a week, calls and liquidations may occur at any time, including outside of normal business hours.

- You authorize us to sell your assets without contacting you. Do not mistakenly believe that we must contact you for a transaction call to be valid, and that we may not liquidate assets in your account unless we have contacted you first. This is not the case. We will attempt to notify you of transaction calls, but we are not required to do so specifically other than what is shown to you on screen during the transaction of the digital asset. Moreover, even if we have contacted you and provided a specific date by which you must meet a transaction balance, we may still immediately sell assets in your account without notice to you and without waiting for the specific date to meet a requirement.
- We can increase maintenance requirements with advance notice. The maintenance requirements may result in the issuance of a maintenance call. Your failure to satisfy the call may cause us to liquidate or sell assets in your account(s). We are not responsible for delays in the release of funds intended to satisfy the call, including but not limited to internal holds on funds exceeding verification limits, delays in the transfer of funds from external accounts maintained by third-party financial institutions, and failure of proper routing of funds through financial networks. The funds will not count towards meeting the maintenance requirements until the funds are released. These are most applicable in case of staking rewards and locking of funds during the staking period or during the period the offer of premium services under the Crypto Smartlife platform are offered against utilising digital asset tokens.

ADDENDUM: STANDARD THIRD PARTY TERMS

Electronic Fund Transfers ("EFTs") and Account Balances. By creating a Crypto Smartlife Account and initiating deposits or withdrawals (i.e., EFTs), you agree to the terms of service and privacy policy of our third party providers, if any, whose terms may be incorporated herein by reference. Terms not defined in this section shall be defined in third party providers, if any, own's website on redirect or upon using of third party service.

Our Company may partner with third party or other service providers or a financial services software company, to offer you EFTs. When you create a Crypto Smartlife Account, you may also be prompted to sign up for such a User Account if any. You authorize our Company to share your identity and banking information with such third parties to open and support your Crypto Smartlife Account as further detailed in our Privacy Policy and third party's Privacy Policy. It is your responsibility to make sure the data you provide us is accurate and complete. Additionally, you are responsible for complying with such third party terms when using your User Account. IT IS YOUR RESPONSIBILITY TO READ AND UNDERSTAND THE THIRD PARTY TERMS, AS IT CONTAINS TERMS AND CONDITIONS RELATING TO YOUR ETF USER ACCOUNT, INCLUDING BUT NOT LIMITED TO YOUR RIGHTS, LIMITATIONS, REVERSAL AND OTHER LIABILITIES, LIMITATION OF LIABILITY AND BINDING ARBITRATION PROVISIONS.

ADDENDUM: Staking Services ("Staking Addendum")

1.1. General. The Staking Services may be made available by Crypto Smartlife to users that fulfill the eligibility criteria in the Terms of Service. By using the Staking Services, you agree that you have read, understand, and accept all of the terms in this Staking Addendum. You further agree and understand that this Staking Addendum is subject to the terms and conditions set forth in the Terms of Service.

1.2. Staking Services. When you buy or hold one of the Digital Assets eligible for staking (the "Supported Coins"), you are consenting to such Supported Coins being staked in part or in entirety by Crypto Smartlife, or a third party on behalf of Crypto Smartlife, in Crypto Smartlife's sole discretion (the "Staking Services"). Please refer to your Crypto Smartlife Account for further information regarding the Staking Services.

1.3. Opting into Staking Services & Staking Reward Terms. In order to use the Staking Services, you must opt-in by selecting the Supported Coins to stake from your Crypto Smartlife Account. By opting-in a portion or your entire balance of Supported Coins, we shall remit to you the applicable percentage of staking rewards attributable to your staked Supported Coins ("Staking Rewards") as detailed in your Crypto Smartlife Account. The percentage and timing of such remittances will: (i) be determined by Crypto Smartlife in its sole discretion; (ii) be subject to Crypto Smartlife's staking fee; (iii) vary by the Supported Protocol; and (iv) be further detailed in your Crypto Smartlife Account. You agree and understand that Crypto Smartlife does not guarantee that you will receive Staking Rewards and that the applicable percentage of Staking Rewards (i) is an estimate only and not guaranteed, (ii) may change at any time in Crypto Smartlife's sole discretion, and (iii) may be more or less than the actual Staking Rewards Crypto Smartlife receives from the Supported Protocol.

1.4. Slashing Penalty. A determination by the Supported Protocol that the Staking Service has been erroneously operated may result in a "slashing penalty" and non-payment of the specified Staking Rewards. Crypto Smartlife agrees to compensate you for any slashing penalties to the extent such penalties are not a result

of (i) your acts or omissions, (ii) Supported Protocol maintenance, bugs, or errors, (iii) acts by a hacker or other malicious actor, or (iv) Force Majeure Events.

1.5. No Guarantee of Staking Services. While Crypto Smartlife employs measures to ensure that the Staking Services are accessible 24 hours a day and 7 days a week, Crypto Smartlife cannot guarantee uninterrupted or error-free operation of the Staking Services or that Crypto Smartlife will correct all defects or prevent third-party disruptions or unauthorized third party access. In the event of such disruptions, any staked Supported Coins may not be generating the Staking Rewards.

Annex D

ADDENDUM: Off-chain Staking Services

Crypto Smartlife Pte Ltd, a Singaporean company ("Crypto Smartlife" and, together with any other Crypto Smartlife entities providing you Services under the Terms (as defined herein), "Crypto Smartlife," "we" or "us") provides you the option to contribute and earn rewards on eligible, available and idle account balances you otherwise maintain in your Crypto Smartlife Account (the "Off-chain Staking Program") subject to the terms and conditions of this Annex (this "Addendum").

This Addendum incorporates by reference and supplements the Terms of Service (the "Terms"). Capitalized terms used but not defined herein shall have the meanings given to them in the Terms. In the event of a conflict between the Terms and this Addendum with respect to the Off-chain Staking Program, the terms of this Addendum will control.

NO CRYPTO SMARTLIFE ENTITY IS A BANK OR OTHER DEPOSITORY INSTITUTION. YOUR CRYPTO SMARTLIFE ACCOUNT IS NOT A DEPOSIT ACCOUNT OR A BANK ACCOUNT. THE OFF-CHAIN STAKING PROGRAM IS NOT A DEPOSITORY OR BANK PROGRAM. NEITHER YOUR CRYPTO SMARTLIFE ACCOUNT NOR STAKED ASSETS (AS DEFINED HEREIN) ARE COVERED BY INSURANCE AGAINST LOSSES OR SUBJECT TO FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") OR SECURITIES INVESTOR PROTECTION CORPORATION ("SIPC") PROTECTIONS OR THE PROTECTIONS OF ANY COMPARABLE ORGANIZATION ANYWHERE IN THE WORLD.

1. The Off-chain Staking Program.

(a) The Off-chain Staking Program is a separate service from the Staking Services described in Annex above to the Terms. The Staking Services allow (i) Crypto Smartlife or a third party acting on Crypto Smartlife's behalf to use Supported Coins as collateral in connection with validating transactions on applicable Proof-of-Stake

networks and (ii) eligible Crypto Smartlife clients to opt-in to receive a portion of the rewards generated by these transaction validation activities. The Off-chain Staking Program allows you to contribute Available Assets (as defined herein) to us in exchange for the opportunity to earn Rewards (as defined herein).

(b) *Eligible Assets*. A list of assets that are currently eligible for use in the Off-chain Staking Program is available at **request to the Crypto Smartlife by email** (each an "Eligible Asset" and collectively, "Eligible Assets"). We may decide to add or remove assets from the list of Eligible Assets at any time in our sole discretion.

(c) *Eligible participants*. The Off-chain Staking Program may be made available by Crypto Smartlife to users who fulfil the eligibility criteria of the Terms; provided, however, that you may not use the Off-chain Staking Program if you are located in or a national or resident of: (i) any Restricted Location; (ii) the United Kingdom or the USA; (iii) any jurisdiction in which Crypto Smartlife is not authorized to provide the Off-chain Staking Program; or (iv) any jurisdiction where your use of the Off-chain Staking Program would be illegal or otherwise violate any applicable law or regulation of that jurisdiction (each of the above locations, a "Restricted Jurisdiction").

CRYPTO SMARTLIFE MAKES NO REPRESENTATION OR WARRANTY THAT THE OFF-CHAIN STAKING PROGRAM IS APPROPRIATE FOR USE IN ALL LOCATIONS, OR THAT THE TRANSACTIONS AND SERVICES DESCRIBED HEREIN ARE AVAILABLE OR APPROPRIATE FOR ENTRY INTO OR USE IN ALL JURISDICTIONS OR BY ALL PARTIES. YOU SHOULD INFORM YOURSELF AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES OF USING THE OFF-CHAIN STAKING PROGRAM WITHIN ALL JURISDICTIONS APPLICABLE TO YOU. CRYPTO SMARTLIFE IS NOT RESPONSIBLE FOR TAX CONSEQUENCES TO YOU OF PARTICIPATING IN THE OFF-CHAIN STAKING PROGRAM.

2. Contributions.

(a) You may contribute Available Assets to the Off-chain Staking Program by selecting the amount and type of Available Assets you wish to "stake" from your Crypto Smartlife Account.

(b) You agree to only contribute Eligible Assets to the Off-chain Staking Program that comprise available and idle account balances that you initially deposited into your Crypto Smartlife Account for the purpose of trading Legal Tender and Digital Assets on the Crypto Smartlife platform and not for participation in the Off-chain Staking Program (such Eligible Assets, "Available Assets").

(c) Assets you contribute to the Off-chain Staking Program ("Staked Assets") will be treated as received when displayed as such on the Crypto Smartlife website; provided, that we reserve the right to: (i) reject or remove any contribution from the program; (ii) establish minimum or maximum contribution amounts; or (iii) return any Staked Assets, at any time and in our sole discretion. In the event we elect to return Staked Assets to you pursuant to this Section 2(c) above, you agree to promptly Un-stake (as defined herein) the assets and to undertake any other actions we reasonably request in order to facilitate that return. You may not transfer Staked Assets or any interest in Staked Assets prior to Un-staking those assets.

(d) You remain the lawful and beneficial owner of Staked Assets and the beneficial owner of additional assets resulting from any applicable (i) network fork that is supported by Crypto Smartlife and (ii) airdrop or similar distribution of Digital Assets that is supported by Crypto Smartlife; provided, that Crypto Smartlife retains sole discretion and has no obligation to support any particular forks, airdrops or similar distribution and such support remains in all instances subject to the Terms.

3. Rewards.

(a) You may earn rewards on Staked Assets ("Rewards"). Rewards are not guaranteed and the rates and timing of Rewards may vary. (b) Rewards, if any, will be paid to you by Crypto Smartlife Trading, and shall be subject to tax withholding and reporting as required by applicable law.

(c) Reward rates will be determined in our sole discretion based on the type of Staked Asset, market conditions and risk factors. Such rates have no relationship to and may not be competitive with benchmark interest rates observed in the market for bank deposit accounts.

(d) We may make available anticipated Reward rates and payment schedules from time to time on or through the Services ("Anticipated Rates"). Anticipated Rates are forward-looking statements that reflect current expectations regarding future events, involve significant risks and uncertainties, should not be read as guarantees of future performance or results and will not necessarily be accurate indications of whether or not such performance or results will be achieved. Forward-looking statements are in no way a form of advice, solicitation or offering of or for the Off-chain Staking Program and should not be interpreted as such.

(e) All Rewards will be (i) paid to your Crypto Smartlife Account in the same asset as the applicable Staked Asset, then (ii) automatically contributed to the Off-chain Staking Program, whereupon they will be eligible to earn Rewards. In this manner, Rewards may be described as "compounding."

(f) Rewards will be calculated and paid with the decimal precision described at, as may be updated by us from time to time in our sole discretion.

4. Un-staking.

(a) You may request a complete or partial return of your Staked Assets ("Un-stake") at any time. Upon receipt of your request, we will initiate the Un-staking process instantly when practicable; provided, that we may require up to seven days after you submit your request to Un-stake to process the transaction. Un-staking limits based on frequency or volume may apply from time to time and will be described on or through the Services.

(b) You must Un-stake Staked Assets before you will be able to push those Funds to an External Account.

5. Our use of Staked Assets.

You grant us the right, to the fullest extent that we may effectively do so under applicable law and without further notice to you, to utilize Staked Assets in our discretion; provided, that the quantity and type of your Staked Assets will be returned to you when you Un-stake in accordance with the terms of this Addendum.

6. Risks.

The Off-chain Staking Program is risky. Before participating in the Off-chain Staking Program, it is important to understand its specific and unique risks. The Staking Program is not for everyone. You should examine your objectives, financial resources and risk tolerance to determine whether contributing Funds to the Off-chain Staking Program is appropriate for you. Some, but not all, of the risks and uncertainties associated with the Off-chain Staking Program are:

(a) No Crypto Smartlife entity is or is regulated as a bank or other depository institution. Your Crypto Smartlife Account is not a deposit account or a bank account. The Off-chain Staking Program is not a depository or bank program. Staked Assets are not covered by insurance against losses or insurance protections or the protections of any comparable organization anywhere in the world.

(b) Crypto Smartlife does not offer securities services, is not registered under the securities laws of any jurisdiction and the provision of the Off-chain Staking Program has not been and will not be registered under the securities laws of any jurisdiction or otherwise approved by securities regulators in any jurisdiction.

(c) Legislative and regulatory changes or actions at the state, federal or international level may adversely affect:(i) the use, transfer, and value of Staked Assets; (ii) the operations and profitability of the Off-chain Staking Program; (iii) the tax treatment of the Off-chain Staking Program; and (iv) your ability to Un-stake Staked Assets in a timely manner or at all.

(d) Rewards for Staked Assets are not guaranteed and we reserve the right to adjust Reward rates in our sole discretion.

7. Fees.

We reserve the right to charge you fees in connection with your participation in the Off-chain Staking Program. A schedule of these fees, if any, will be made available on or through the Services ("Fees"). Fees are subject to change, at our sole discretion, and you are solely responsible for accessing the fee schedule prior to participating in the Off-chain Staking Program.

8. Representations and Warranties.

You represent and warrant that, as of the Effective Date and as of any date thereafter that you contribute Funds to the Off-chain Staking Program:

(a) You have full power and authority to agree to this Addendum and, in doing so, will not violate any other agreement to which you are a party;

(b) The provisions of this Addendum constitute legal, valid and binding obligations enforceable against you in accordance with its terms;

(c) You are eligible to participate in the Off-chain Staking Program as provided in Section 1(c);

(d) You do not reside in and are not a citizen of a Restricted Jurisdiction;

(e) You were not, in any manner or form, solicited to participate in the Off-chain Staking Program prior to (i) your creation of a Crypto Smartlife Account or (ii) your election to participate in the Off-chain Staking Program;

(f) All assets you will contribute to the Off-chain Staking Program are Available Assets;

(g) You: (i) have read and understand this Addendum in its entirety; (ii) acknowledge and accept the risks associated with participating in the Off-chain Staking Program, including those risks described above; and (iii) were given the opportunity to ask questions of and receive answers from us concerning the terms and conditions of the Off-chain Staking Program prior to participating or agreeing to participate; and

(h) All representations and warranties you made upon your acceptance of the Terms were and remain true and complete.

9. No advice; Independent relationship.

(a) Without limiting anything in the Terms, Crypto Smartlife makes no representation or warranty, express or implied, to the full extent not prohibited by applicable law, regarding the advisability of your participation in the Off-chain Staking Program. Neither Crypto Smartlife, nor any of its respective officers, directors, employees and affiliates is providing advice, including legal, financial, investment or tax advice, in connection with the Off-chain Staking Program or your determination to participate in it.

(b) Nothing in this Addendum shall be deemed or is intended to be deemed, nor shall it cause you and Crypto Smartlife to be treated as partners, joint venturers, or otherwise as joint associates for profit. Crypto Smartlife in no way acts in any fiduciary capacity or advisory capacity to you and nothing in this Addendum shall be deemed or is intended to be deemed, nor shall it cause, any fiduciary or advisory relationship between you and us to exist.

ADDENDUM: Instant Buy/Sell Services ("Instant Buy/Sell Addendum")

1.1 General. Crypto Smartlife <u>may</u> make Instant Buy/Sell Services to users that meet the eligibility criteria in the Terms of Service. Your use of the Instant Buy/Sell Services, confirms that you have read, understand, and accept all of the terms in this Instant Buy/Sell Addendum. This Instant Buy/Sell Addendum is subject to the terms and conditions, as they may be updated from time to time, set forth in the Terms of Service.

1.2 Instant Buy/Sell Services. You may use the Instant Buy/Sell Services to buy, sell Digital Assets. Your use of the Instant Buy/Sell Services must comply with the relevant instructions on the Crypto Smartlife platform. If Crypto Smartlife cannot complete your transaction for any reason (such as price movement, failure of the Crypto Smartlife Exchange to respond, or an order exceeding the minimum or maximum order size), Crypto Smartlife may reject the order and notify you of such rejection. Crypto Smartlife bears no liability for rejecting an Instant Buy/Sell transaction.

1.3 Transaction Price. You will be presented with a price valid only during a specific time period when initiating a transaction. Crypto Smartlife may cancel any transaction not confirmed by you within the time period.

1.4 Fees. Transactions using the Instant Buy/Sell Services are subject to fees. You are presented with the applicable fees before entering into the transaction. Your confirmation of the transaction constitutes agreement to pay all such applicable fees. You will not be charged any such fees in the unlikely event your transaction is rejected.

1.5 No Guarantee of Instant Buy/Sell Services. While Crypto Smartlife employs measures to ensure that the Instant Buy/Sell Services are accessible 24 hours a day and 7 days a week, Crypto Smartlife cannot guarantee uninterrupted or error-free operation of the Instant Buy/Sell Services or that Crypto Smartlife will correct all defects or prevent third-party disruptions or unauthorized third party access. Crypto Smartlife may at its sole

discretion reject any pending transaction, whether confirmed by the user or not, in the event of such disruptions. Crypto Smartlife bears no liability for rejecting an Instant Buy/Sell transaction.

ADDENDUM: Funding Methods

1.1 "Verified External Account" means any account other than your Crypto Smartlife Account(s) of which you are the beneficial owner. This includes, but is not limited to, payment service accounts,deposit or checking accounts maintained by financial institutions, or Digital Asset Accounts, of which you are the owner. Verified External Accounts may be used to make deposits into your Crypto Smartlife Account, or to withdraw Funds from your Crypto Smartlife Account. Periodically, we may require you to verify that your account complies with any and all Crypto Smartlife AML/KYC requirements.

1.2 General. Crypto Smartlife may permit you to fund your Crypto Smartlife Account using other Digital Assets. Your funding of your Crypto Smartlife Account confirms that you have read, understand, and accept all of the terms in this Addendum. This Addendum is subject to the terms and conditions, as they may be updated from time to time, set forth in the Terms of Service.

1.2 Funding Method. You may fund your Crypto Smartlife Account from a Verified External Account. Your use of the funding method must comply with any instructions presented to you on the Crypto Smartlife platform. Your linked account will be debited when you initiate payment. Your Crypto Smartlife Account may not, however, reflect credit immediately after you initiate payment.

Transfers may be delayed. A contracted third party processor or Crypto Smartlife may reject the transfer. Crypto Smartlife is not liable for any delayed or rejected transfer. Funding by Digital Asset is subject to all terms and conditions set forth by your financial institution or holding Wallet issuer, and you may incur fees that are charged by your financial institution or holding Wallet issuer in conjunction with such funding.