

IBANERA LLC

GENERAL TERMS AND CONDITIONS

Version 2.1.

Effective from November 04, 2020

1 General Provisions

- 1.1 The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the "**Terms of Use**"), are entered into by and between you (the "**User**", the "**Client**" or "**you**") and IBANERA LLC, (the "**Company**," "**IBANERA**," "**we**", "**us**" and "**our**"). These Terms of Use govern your access to and use of the website located www.ibanera.com, any of its subdomains, mobile applications, and any other content, functionality, products or services provided by us (collectively the "**Services**"), whether as a guest or a registered user.
- 1.2 Before registering a user's account with IBANERA or engaging yourself with any services provided by/through IBANERA or any associated websites, APIs, and/or mobile applications (collectively the "**Platform**"), please make sure you have read and understood each and every term and condition.
- 1.3 By registering an IBANERA account, you represent that you are over 18 years old, with physical and mental capacity to enter into this Agreement between you and IBANERA LLC, and you have read, understand, and accept all terms and conditions contained herein, Privacy Policy, AML/KYC policy, OTC Trading Rules, any Amendments, Appendices, or other covenants that may be modified from time to time and be posted on IBANERA's website, or be delivered to you through mails, emails, SMS, or other methods that are employed by IBANERA.
- 1.4 By using the Services, you represent and warrant that you are of legal age to form a binding contract with the Organization and meet all the foregoing eligibility requirements. If you are accepting these Terms of Use and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to this these Terms of Use. By accessing our Services, you agree that you have read, understood and accepted these Terms of Use. If you do not meet all of these requirements, you must not access or use the Services.

2 IBANERA Account Opening

- 2.1 As a Money Service Business ("**MSB**") registered with the Financial Crimes Enforcement Network ("**FinCEN**"), we have certain duties to know our clients, keep records of the transactions, employ an Anti-Money Laundering ("**AML**") Compliance Program, and have a dedicated Compliance Officer to monitor the transactions. We perform audits and tests of the veracity of our program and have a zero-tolerance policy when it comes to compliance. If you violate any portion of our compliance requirements, we reserve the right, at any time and for any reason, without explanation, to terminate your ability to use our services.
- 2.2 In order to use the IBANERA Services, you will need to open an IBANERA account. During registration of your IBANERA account, 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 crime and permit us to keep a record of such information.
- 2.3 You will need to complete certain verification procedures before you are permitted to use IBANERA Services. 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 cases (where permitted by law), special categories of personal data, such as your biometric information.
- 2.4 By providing us with this or any other information that may be required, you confirm that the

information is accurate and authentic.

- 2.5 You agree to keep us updated if any of the information you provide changes.
- 2.6 You authorize us to make inquiries, 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 action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. Such inquiries shall be for identity check purpose only and shall not have adverse effect on your credit rating.
- 2.7 In cases of Corporate Account opening, additional information may be required including but not limited to the passports of Ultimate Beneficial Owners, Corporate Trade Registers, Corporate/Organizational Structure Charts and similar, which will be reviewed by IBANERA.
- 2.8 The Client and/or its Representative, including Corporate Client Representative (in cases of business account opening) will be identified and verified using non-face-to-face application. The Client might be identified using either video and photo transmission solution to which the Client will be redirected after the online questionnaire is completed.
- 2.9 IBANERA shall establish the identity of a natural person on the basis of obtaining valid personal identity documents, which contain the photograph, signature, name and personal identification number of that natural person and other data.
- 2.10 IBANERA has the right to ask for additional documents and/or ask additional questions. IBANERA has the right to ask the Client to provide additional sources of information, including source of public information.
- 2.11 For Corporate Clients, the IBANERA Account can be opened by the Head of the legal entity or another representative of the Client, who has the authority specified in the legal acts and/ or legal acts of the legal person. By registering the Client in the Platform, the Client's representative confirms that the representative of that legal entity is duly elected or appointed and the legal entity represented by him is properly established and operates lawfully. The Client's Representative/Manager or his other representative must properly identify themselves in accordance with the procedures specified in the system by submitting the documents specified in the system and to provide documents (corporate documents and/or Power of Attorney *etcetera*);
- 2.12 IBANERA may, in its sole discretion, refuse to open an IBANERA account for you, or limit the number of IBANERA accounts that you may hold.
- 2.13 We may amend or modify this Agreement at any time by posting the revised agreement on Ibanera website and/or providing a copy to you (a "**Revised Agreement**"). The Revised Agreement shall be effective as of the time it is posted but will not apply retroactively. Your continued use of the Services after the posting of a Revised Agreement constitutes your acceptance of such Revised Agreement. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of Ibanera Services and close your account.
- 2.14 Please note that the information is used to perform OFAC and other watchlist screening of all customers and to file Currency Transaction Reports ("**CTRs**") if a Client transacts over \$10,000 worth of fiat currency in a rolling 24-hour period.

3 **Services**

- 3.1 We offer the following services:
 - 3.1.1 A hosted Virtual Currency Wallet that allow users to store certain supported Virtual Currencies (the "**Custodian Wallet**");
 - 3.1.2 Purchase or sell virtual currency from you, in exchange for fiat currency or other virtual currencies;

- 3.1.3 Over-the-counter (“**OTC**”) Liquidity and markets;
- 3.2 Ibanera facilitates the exchange of customer fiat funds via various payment methods for virtual currency, and, conversely, the exchange of client virtual currency for fiat funds with registered and regulated domestic cryptocurrency exchange platforms.
- 3.3 Ibanera’s OTC trading desk currently supports bitcoin- (BTC), Ethereum- (ETH), ERC-20 tokens, and USD Coin (USDC) denominated virtual currencies.
- 3.4 Ibanera is not registered with the U.S. Securities and Exchange Commission and does not offer securities services in the United States or to U.S. persons. Ibanera does not support Virtual currencies that may otherwise be classified as securities by the United States Securities & Exchange Commission (SEC).
- 3.5 Virtual Currency is not legal tender, is not backed by the government, and accounts and value balances are not subject to any Deposit Insurance schemes or protections. Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of virtual currency.
- 3.6 USE OF IBANERA’S SERVICES IS ENTIRELY AT YOUR OWN RISK. IBANERA DOES NOT PROVIDE INVESTMENT, TAX, OR LEGAL ADVICE, NOR DOES IBANERA BROKER TRADES ON YOUR BEHALF. ALL TRANSACTIONS ARE FILLED AUTOMATICALLY, BASED ON YOUR INSTRUCTIONS, AND YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT, INVESTMENT STRATEGY OR RELATED TRANSACTION IS APPROPRIATE FOR YOU BASED ON YOUR PERSONAL INVESTMENT OBJECTIVES, FINANCIAL CIRCUMSTANCES AND RISK TOLERANCE. THERE IS NO GUARANTEE AGAINST LOSSES.
- 3.7 The value of Virtual Currency may be derived from the continued willingness of market participants for Virtual Currency transactions, which may result in the potential for permanent and total loss of value of a particular Virtual Currency should the market for that Virtual Currency disappear. The volatility and unpredictability of the Virtual Currency market may also result in significant loss over a short period of time.
- 3.8 Transactions in Virtual Currency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. The nature of Virtual Currency may lead to an increased risk of fraud or cyber attack.

4 Purchase or Sale of Virtual Currency

- 4.1 When you purchase (buy) Virtual Currency from Ibanera, this transaction is intended to effect a sale of Virtual Currency. You can purchase (buy) Virtual Currency using inking a valid payment method. You authorize us to initiate debits from your selected payment method(s) in settlement of purchase transactions.
- 4.2 A Fee (defined below) applies to all purchase transactions. Although we will attempt to deliver supported Virtual Currency to you as promptly as possible, funds may be debited from your selected payment method before Virtual Currency is delivered to your Account. We may debit your selected payment method, such as your bank account or credit card, as soon as the same day you initiate the purchase, but your payment may take three or more business days to process. We will make best efforts to fulfill all transactions, but in the rare circumstance where we cannot fulfill your purchase order, we will notify you and seek your approval to fulfill the purchase order at the contemporaneous Buy Price Conversion Rate. To secure the performance of your obligations under this Agreement, you grant to us a lien on and security interest in and to the balances in your account.
- 4.3 If we cannot complete your Virtual Currency Transaction for any reason (such as price movement, failure to respond, or an order exceeding the maximum allowance), we will reject the order and notify you of such rejection. You will not be charged for a rejected transaction.
- 4.4 Ibanera, in its sole exclusion, may offer proprietary trading to act as the buyer or seller to initiate and promote the other side of the client trade to improve market liquidity and depth. Additional rules associated with such product(s) and service(s) may apply.

- 4.5 Ibanera reserves the right to refuse to process or to cancel any pending transaction as required by law or in response to a subpoena, court order, or other binding government order or to enforce transaction limits. Ibanera cannot reverse a transaction which has been broadcasted to a Virtual Currency network.
- 4.6 Ibanera possesses supported Virtual Currency according to the instructions received from its users and we do not guarantee the identity of any user, receiver, requestee or other party. You should verify all transaction information prior to submitting instructions to Ibanera. Once submitted to a Virtual Currency network, a Virtual Currency transaction will be unconfirmed for a period pending sufficient confirmation of the transaction by the Virtual Currency network. A transaction is not complete while it is in a pending state. Funds associated with transactions that are in a pending status will be designated accordingly, and will not be included in your Ibanera account balance or be available to conduct transactions.
- 4.7 Ibanera reserves the right to delay any Virtual Currency transaction if it perceives a risk of fraud or illegal activity.
- 4.8 **Fees** - In general, Ibanera makes money when you purchase or sell Virtual Currency on Ibanera website. By using Ibanera Services you agree to pay all applicable fees. Ibanera reserves the right to adjust its pricing and fees and any applicable waivers at any time. We will not process a conversion transaction if the Conversion Fee and any other associated fees as may apply, such as wire transfer fees, exceed the value of your transaction. We may waive some portion of the Conversion Fee depending on the payment method you select. The availability of each Payment Method depends on a number of factors, including but not limited to your location, the identification information you have provided to us, and limitations imposed by third party payment processors.
- 4.9 Ibanera has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party (including other users of Ibanera Services). Ibanera is not responsible for ensuring that a buyer or a seller you may transact with will actually complete the transaction or is authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party in connection with Virtual Currency transferred using the Ibanera Services, or if you have a dispute with such third party, you must resolve the dispute directly with that third party.
- 4.10 You cannot revoke, cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful or if your payment method has insufficient funds, you authorize us, in our sole discretion, either to cancel the transaction or to debit your other payment methods, including other linked accounts, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, NSF, or similar fees charged by your payment provider. We reserve the right to refuse to process, or to cancel or reverse, any purchases or sales of Virtual Currency in our sole discretion, even after funds have been debited from your account(s), if we suspect the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a subpoena, court order, or other government order; if we reasonably suspect that the transaction is erroneous; or if we suspect the transaction relates to Prohibited Use or a Prohibited Business. In such instances, we will reverse the transaction and we are under no obligation to allow you to reinstate a purchase or sale order at the same price or on the same terms as the cancelled transaction.
- 4.11 We may use a third-party payment processor to process any payment between you and us, including but not limited to payments in relation to your use of the Conversion Service.

5 **Custodian Wallet Services**

- 5.1 As part of your Ibanera account, Ibanera will provide qualifying users access to a hosted Virtual Currency Custody Wallet(s) for holding Virtual Currencies ("**Virtual Currency Wallet**") through its third party service providers.
- 5.2 Your Virtual Currency Wallet enables you to store, track, transfer, and manage supported Virtual Currency contained in your Virtual Currency Wallet. As used throughout, "Virtual Currency" means only

those particular Virtual currencies listed as available in your Ibanera Account (also referred to as “Supported Virtual Currency”). Upon completion of account registration, you will have the ability to purchase, request, send, receive and store Virtual Currency from third parties by giving instructions through the Platform.

- 5.3 The Virtual Currency Wallet service is available only in connection with those Virtual Currencies that Ibanera, in its sole discretion, decides to support. The Virtual Currency that Ibanera supports may change from time to time. Under no circumstances would you attempt to use your Virtual Currency Wallet to store, send, request or receive Virtual Currencies in any form that are not supported by Ibanera. Ibanera assumes no responsibility or liability in connection with any attempt to use Ibanera Services for Virtual Currencies that Ibanera does not support. Additional rules associated with such product(s) and service(s) may apply.
- 5.4 Ibanera, through its third part service providers, stores all Virtual Currency private keys in our control in a combination of online and offline storage. As a result, it may be necessary for Ibanera to retrieve certain information from offline storage in order to facilitate a Virtual Currency transaction in accordance with your instructions, which may delay the initiating or crediting of such Virtual Currency transaction for 48 hours or more. You acknowledge and agree that a Virtual Currency transaction facilitated by Ibanera may be delayed.
- 5.5 Ibanera does not own or control the underlying software protocols which govern the operation of Virtual Currencies supported on our Platform. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. In particular, the underlying protocols may be subject to sudden changes in operating rules (including “forks”). Any such material operating changes may materially affect the availability, value, functionality, and/or the name of the Virtual Currency you store in your Virtual Currency Wallet. Ibanera does not control the timing and features of these material operating changes. It is your responsibility to make yourself aware of upcoming operating changes and you must carefully consider publicly available information and information that may be provided by Ibanera in determining whether to continue to use a Ibanera Account for the affected Virtual Currency. In the event of any such operational change, Ibanera reserves the right to takes such steps as may be necessary to protect the security and safety of assets held on Ibanera platform, including temporarily suspending operations for the involved Virtual currency(ies), and other necessary steps; Ibanera will use its best efforts to provide you notice of its response to any material operating change; however, such changes are outside of Ibanera’s control and may occur without notice to Ibanera. Ibanera’s response to any material operating change is subject to its sole discretion and includes deciding not to support any new Virtual currency, fork, or other actions.
- 5.6 By using Ibanera Services, you acknowledge and agree (i) that Ibanera is not responsible for operation of the underlying protocols and that Ibanera makes no guarantee of their functionality, security, or availability; and (ii) that the underlying protocols are subject to sudden changes in operation rules (generally understood as a “fork”), and that such forks may materially affect the value, function, and/or even the name of the Virtual Currency you store in the Ibanera Platform. In the event of a fork, you agree that Ibanera may temporarily suspend Ibanera operations (with or without prior notice to you) and that Ibanera may, in its sole discretion, decide whether or not to support either branch of the forked protocol entirely. You acknowledge and agree that Ibanera assumes absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol. Ibanera bears no responsibility to assist you with unsupported currencies or protocols.

6 Data Protection and Security

- 6.1 **Personal Data.** You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated or other individuals, in connection with this Agreement and our Privacy Policy. Accordingly, you represent and warrant that: (i) 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 those data are accurate, up to date and relevant when disclosed; (ii) before

providing any such personal data to us, you have read and understood our Privacy Policy, which is available on Ibanera website, and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of this Privacy Policy (as amended from time to time), to that individual; and (iii) if from time to time we provide you with a replacement version of the Privacy Policy, you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

- 6.2 **Security Breach.** If you suspect that your Ibanera 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 Ibanera (together a "Security Breach"), you must notify Ibanera as soon as possible by email and continue to provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we reasonably require to reduce, manage or report any Security Breach. Failure to provide prompt notification of any Security Breach may be taken into account in our determination of the appropriate resolution of the matter.

7 Prohibited Use

- 7.1 In connection with your use of the Ibanera Services, and your interactions with other users, and third parties you agree and represent you, you understand and agree that you will not engage in any prohibited use defined as following:

- 7.1.1 **Unlawful activity.** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Ibanera conducts business, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information. **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 Ibanera Platform that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Ibanera Platform, other Ibanera accounts, computer systems or networks connected to the Ibanera Platform, through password mining or any other means; use Ibanera account information of another party to access or use the Ibanera Platform, except in the case of specific Merchants and/or applications which are specifically authorized by a user to access such user's Ibanera 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 Ibanera.
- 7.1.2 **Abuse other users.** Interfere with another individual's or entity's access to or use of any Ibanera Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Ibanera Platform about others, including without limitation email addresses, without proper consent.
- 7.1.3 **Fraud.** Activity which operates to defraud Ibanera, Ibanera users, or any other person; provide any false, inaccurate, or misleading information to Ibanera.
- 7.1.4 **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 Ibanera intellectual property, name, or logo, including use of Ibanera trade or service marks, without express consent from Ibanera or in a manner that otherwise harms Ibanera or the Ibanera brand; any action that implies an untrue endorsement by or affiliation with Ibanera.
- 7.1.5 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. We reserve the right to cancel and/or suspend your Ibanera account and/or block transactions or freeze funds immediately and without notice if we determine, in our sole

discretion, that your account is associated with a Prohibited Use. Upon delivering a Final Formal Warning Letter through email, we reserve further disposal rights of any remaining funds (if applicable) in your Ibanera account.

- 7.2 In connection with your use of the Ibanera Services, and your interactions with other users, and third parties you agree and represent you, you understand and agree that you will not engage in any prohibited business defined as following, including but not limited to related business categories, practices, and/or any sale items:
- 7.2.1 Investment and Credit Services. Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes.
 - 7.2.2 Restricted Financial Services. Check cashing, bail bonds; collections agencies.
 - 7.2.3 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.
 - 7.2.4 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.
 - 7.2.5 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; products and services with varying legal status on a state-by-state basis.
 - 7.2.6 Drugs and Drug Paraphernalia. Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs.
 - 7.2.7 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.
 - 7.2.8 Substances designed to mimic illegal drugs. Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom).
 - 7.2.9 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.
 - 7.2.10 Multi-level Marketing. Pyramid schemes, network marketing, and referral marketing programs.
 - 7.2.11 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.
 - 7.2.12 High risk businesses. any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies.
 - 7.2.13 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. We reserve the right to cancel and/or suspend your Ibanera account and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your account is associated with a Prohibited Business. Upon delivering a Final Formal Warning Letter through email, we reserve further disposal rights of any remaining funds (if applicable) in your Ibanera account.

8 Suspension, Termination, and Cancellation

- 8.1 Ibanera may: (a) suspend, restrict, or terminate your access to any or all of the Ibanera Services, and/or (b) deactivate or cancel your Ibanera account if:
- 8.1.1 we are so required by a facially valid subpoena, court order, or binding order of a government authority;

- 8.1.2 we reasonably suspect you of using your Ibanera account in connection with a prohibited use;
 - 8.1.3 we reasonably suspect you of using your Ibanera account in connection with a prohibited business;
 - 8.1.4 use of your Ibanera account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your account activity;
 - 8.1.5 our service partners are unable to support your use;
 - 8.1.6 you take any action that Ibanera deems as circumventing Ibanera's controls, including, but not limited to, opening multiple Ibanera accounts or abusing promotions Ibanera may offer from time to time; or
 - 8.1.7 you breach this Agreement, Privacy Policy, OTC Trading Rules or any other Ibanera policies that may apply.
- 8.2 If Ibanera suspends or closes your account, or terminates your use of Ibanera Services for any reason, we will provide you with notice of our actions unless a court order or other legal process prohibits Ibanera from providing you with such notice. You acknowledge that Ibanera's decision to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to Ibanera's risk management and security protocols. You agree that Ibanera is under no obligation to disclose the details of its risk management and security procedures to you.
- 8.3 You will be permitted to transfer Virtual Currency or funds associated with your Hosted Wallet(s) for ninety (90) days after account deactivation or cancellation unless such transfer is otherwise prohibited (i) under the law, including but not limited to applicable sanctions programs, or (ii) by a facially valid subpoena or court order. You may cancel your Ibanera account at any time by withdrawing all balances and inform us. You will not be charged for cancelling your Ibanera account, although you will be required to pay any outstanding amounts owed to Ibanera. You authorize us to cancel or suspend any pending transactions at the time of cancellation.

9 General Use

- 9.1 **Limited License.** We grant you a limited, nonexclusive, non transferable license, subject to the terms of this Agreement, to access and use the Ibanera Platform, and related content, materials, information (collectively, the "Content") solely for approved purposes as permitted by Ibanera from time to time. Any other use of the Ibanera Platform or Content is expressly prohibited and all other right, title and interest in the Ibanera Platform or Content is exclusively the property of Ibanera and its licensors. You agree you will not 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. "Ibanera.com", "Ibanera" and all logos related to the Ibanera Services or displayed on the Ibanera Platform are either trademarks or registered marks of Ibanera or its licensors. You may not copy, imitate or use them without Ibanera's prior written consent.
- 9.2 **Website Accuracy.** Although we intend to provide accurate and timely information on the Ibanera Platform, the Ibanera Platform (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may 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 Ibanera Platform are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Ibanera Platform.
- 9.3 If to the extent permitted by Ibanera from time to time, you grant express permission to a third party to

access or connect to your Ibanera account, either through the third party's product or service or through the Ibanera Platform, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your Ibanera account. Further, you acknowledge and agree that you will not hold Ibanera responsible for, and will indemnify Ibanera from, any liability arising out of or related to any act or omission of any third party with access to your Ibanera account. You may change or remove permissions granted by you to third parties with respect to your Ibanera account at any time through the Account Settings page on Ibanera website.

- 9.4 **Relationship of the Parties.** Ibanera is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and Ibanera to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or Ibanera to be treated as the agent of the other.
- 9.5 **Privacy of Others; Marketing.** If you receive information about another user through the Ibanera Services, you must keep the information confidential and only use it in connection with the Ibanera Services. You may not disclose or distribute a user's information to a third party or use the information except as reasonably necessary to effectuate 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 email to a user through the Ibanera Services.
- 9.6 **Password Security; Contact Information.** You are responsible for creating a strong password and maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access the Ibanera Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Ibanera account by third-parties and the loss or theft of any Virtual Currency and/or funds held in your Ibanera account and any associated accounts, including your linked bank account(s) and credit card(s), if any. You fully agree and understand that we are not responsible (and you will not hold us responsible) for any unauthorized access to or use of your Ibanera account. You are responsible for keeping your email address and telephone number up to date in your account profile in order to receive any notices or alerts that we may send you.
- 9.7 You should never allow remote access or share your computer screen with someone else when you are logged on to your Ibanera Account. Ibanera will never under any circumstances ask you for your IDs, passwords, or 2-factor authentication codes. We assume no responsibility for any loss that you may sustain due to compromise of account login credentials, due to no fault of Ibanera, and/or failure to follow or act on any notices or alerts that we may send to you. In the event you believe your Ibanera Account(s) information has been compromised, contact Ibanera Support immediately at support@Ibanera.com, or report your claim by phone at (+1) 855 934 6636.
- 9.8 **Taxes.** It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Ibanera Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your Ibanera account(s).
- 9.9 **No Investment Advice or Brokerage.** For the avoidance of doubt, Ibanera does not provide investment, tax, or legal advice, nor does Ibanera broker trades on your behalf. All Ibanera trades are executed based on the parameters of your order instructions and in accordance with our trading procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation. Ibanera may provide educational information about Supported Virtual Currency, as well as Virtual Currency not supported by Ibanera, in order to assist users in learning more about such Virtual Currency. Information may include, but is not limited to, blog posts, articles, links to third-party content, news feeds, tutorials, and videos. The information provided on this website or any third-party sites does not constitute investment advice, financial advice, trading advice, or any other sort of advice,

and you should not treat any of the website's content as such. Ibanera does not recommend, or intend to recommend, that any Virtual Currency should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Virtual Currency, you should conduct your own due diligence and consult your financial advisors before making any investment decision. Ibanera will not be held responsible for the decisions you make to buy, sell, or hold Virtual Currency based on the information provided by Ibanera.

10 Disclaimer of Warranties

- 10.1 You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THEM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.
- 10.2 WE WILL ALSO NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY UNAUTHORIZED ACCESS BY A THIRD PARTY TO YOUR PRIVATE KEYS.
- 10.3 YOUR USE OF THE SERVICES, ITS CONTENT AND ANYTHING OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, ITS CONTENT AND ANYTHING OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE ORGANIZATION NOR ANY PERSON ASSOCIATED WITH THE ORGANIZATION MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE ORGANIZATION NOR ANYONE ASSOCIATED WITH THE ORGANIZATION REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT OR ANYTHING OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANYTHING OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.
- 10.4 THE ORGANIZATION HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.
- 10.5 THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11 Limitation on Liability

- 11.1 YOU ACCEPT AND ACKNOWLEDGE THAT THERE ARE RISKS ASSOCIATED WITH UTILIZING INTERNET-BASED OTC TRADING SERVICE INCLUDING, BUT NOT LIMITED TO, THE RISK OF FAILURE OF HARDWARE, SOFTWARE AND INTERNET CONNECTIONS, THE RISK OF MALICIOUS SOFTWARE INTRODUCTION, AND THE RISK THAT THIRD-PARTIES MAY OBTAIN UNAUTHORIZED ACCESS TO INFORMATION STORED WITHIN OR ASSOCIATED WITH YOUR ACCOUNT, INCLUDING, BUT NOT LIMITED TO YOUR PRIVATE KEY(S) ("PRIVATE KEY"). YOU ACCEPT AND ACKNOWLEDGE THAT WE WILL NOT BE RESPONSIBLE FOR ANY COMMUNICATION FAILURES, DISRUPTIONS, ERRORS, DISTORTIONS, OR DELAYS YOU MAY EXPERIENCE WHEN USING THE SERVICES, HOWEVER CAUSED.
- 11.2 IN NO EVENT WILL THE ORGANIZATION, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE

SERVICES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE SERVICES OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

11.3 THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12 Indemnification

12.1 You agree to defend, indemnify and hold harmless the Organization, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Services, including, but not limited to, your User Contributions, any use of the Services' content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Services.

13 Governing Law and Jurisdiction

13.1 These Terms of Use are governed by and construed in accordance with the internal laws of Wyoming without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to these Terms of Use or the Services shall be instituted exclusively in the courts of Wyoming. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

14 Arbitration

14.1 At the Organization's sole discretion, it may require you to submit any disputes arising under these Terms of Use or from use of the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of JAMS applying Wyoming.

15 Limitation of Time to File Claims

15.1 ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

16 Waiver and Severability

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

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

17 Entire Agreement

17.1 These Terms of Use, and any applicable Master Trading Agreements, constitute the sole and entire agreement between you and the Organization with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services.

18 **Your Comments and Concerns**

- 18.1 All feedback, comments, requests for technical support and other communications relating to the Services should be directed to **support@ibanera.com**.