

# LEOTUS LIMITED

## TERMS OF USE

### 1. Introduction

These terms of use (“**Terms**”) constitute an electronic agreement between you (hereinafter “**Customer**”, “**You**”, “**you**”, “**Your**” or “**your**”) and Leotus Limited, a company incorporated in Gibraltar with registered number 122758 having its registered office situate at Suites 7B and 8B, 50 Town Range, P.O. 472, GX11 1AA, Gibraltar (“**Leotus**”, “**we**”, “**our**” or “**us**”). Please note that, as used herein, “**Leotus**”, “**we**”, “**our**” and “**us**” refers to the company Leotus Limited, including but not limited to, its owners, directors, investors, officers, employees, agents or other related parties, unless otherwise provided herein.

The Terms govern the relationship between Leotus, being the provider of the Services (as defined below), and you being a registered User (as defined below) of such Services.

The Services are offered to you via the Leotus online platform (the “**Platform**”) which can be accessed via the Leotus website: [www.leonext.exchange](http://www.leonext.exchange) (the “**Website**”).

**PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING AND USING THE PLATFORM YOU WARRANT THAT YOU ACKNOWLEDGE THE RISK ASSOCIATED WITH THE USE OF THE PLATFORM AND THE SERVICES, AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS, INCLUDING ALL OF THE WARRANTIES, INDEMNITIES, AND LIMITATIONS OF LIABILITY CONTAINED HEREIN.**

You have the right to refuse being bound by the Terms. Please note that we do not provide Users with the ability to negotiate the Terms. Therefore, if you wish to refuse and/or withdraw from the Terms, you should not use and/or access the Platform and the Services, or stop doing so.

**By using and accessing the Platform and the Services, or continuing to do so, you are also agreeing and consenting to be bound by ZEN (and Third Party Service Provider’s) Terms and Conditions, which can be accessed on <https://www.zen.com/terms-and-conditions/> .**

We reserve the right, at our sole discretion, to change or modify the Terms at any time. You will be notified of any changes in advance by email and by notification on the Website. Upon such notification, it is your responsibility to review the amended Terms. Your continued use of the Platform and the Services following the posting of a notice of changes to the Terms signifies that you accept and agree to the changes, and that all subsequent transactions by you will be subject to the amended Terms.

You are solely responsible for understanding and complying with any and all laws, rules, and regulations that may be applicable to you in connection with your use of the Platform and any and all Services.

The Terms incorporate the Privacy Policy (<https://leonext.exchange/>), AML & CFT Policy (<https://leonext.exchange/>), as well as any other policy that we may publish from time to time on the Platform (“**Policies**”), and reference to the Terms shall include the Policies. By accepting these Terms, you agree with and accept the Policies.

## 2. Definitions and Interpretation

### 2.1. In reading the Terms, please note the following:

- Clause, Schedule and paragraph headings shall not affect the interpretation of these Terms.
- A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- Any applicable Schedules form part of these Terms and shall have effect as if set out in full in the body of these Terms. Any reference to these terms includes the Schedules.
- A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular and a reference to one gender shall include a reference to the other genders.
- These Terms and any other applicable Leotus Terms shall be binding on, and enure to the benefit of, the parties to the relevant Leotus Terms and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- A reference to writing or written includes email and notifications made via the Platform.
- Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- Any reference to a legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Gibraltar, be deemed to include a reference to that which most nearly approximates to the equivalent legal term in that jurisdiction.
- A reference to any term or to any other agreement or document referred to in the Terms is a reference to said agreement or document as varied or novated (in each case, other than in breach of the provisions of applicable Terms) from time to time.
- References to Clauses are to the Clauses of the respective terms and unless otherwise stated are to Clauses within the Section in which the reference appears. References to paragraphs are also to paragraphs of the relevant Section.
- References to Schedules are to the Schedules of the respective terms and references to paragraphs are to paragraphs of the relevant Schedule.
- Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- The definitions set out within this document apply to these Terms (including, for the avoidance of doubt, the Policies).
- Unless the context expressly provides otherwise, we use terms "Virtual Asset", "Cryptocurrency" and "Crypto asset" interchangeably.

"Account" The contractual arrangement wherein an individual has accepted the Terms, Fee Schedule and [insert policy], and received approval to use the Services, including the purchase and sale of Virtual Assets, and to perform associated Transactions.

"Buyer(s)" Member(s) that submit an order to buy Virtual Assets through the Services.

"Member(s)" Buyers and Sellers as well as any holder of an Account.

“Instructions” Means:

- Instructions received or directed via the Website or as received directly from you in any medium other than the Website, where Leotus has expressly agreed in writing to accept such instructions from you other than via the Website;
- Instructions mandated by law, regulatory authority or enforcement agencies.

“Personal Data” Information that identifies an individual, such as name, address, email address, trading information and banking details. “Personal Data” does not include anonymised and/or aggregated data that does not identify a specific user.

“Price” The “price per coin” for which Members are willing to buy or sell Virtual Assets. The Price may be expressed in any of the currencies supported on the Platform. See our Website for a full list of currencies.

“Seller(s)” Member(s) that submit an order to sell Virtual Assets through the Platform.

“Transaction” means any agreement between Leotus and a Buyer and/or Leotus and a Seller for the use of the Exchange Services.

“Virtual Asset(s)” Digital representation of value that can be digitally traded, or transferred, and can be used for payment or investment purposes. Virtual Assets such as cryptocurrencies are a form of Virtual Asset designed to work as a medium of exchange that uses strong cryptography to secure financial transactions, control the creation of additional units and verify the transfer of assets. Virtual Assets use decentralised control as opposed to centralised digital currencies and central banking systems.

### 3. Services

3.1. We provide Users with the following exchange services via the Platform (hereinafter referred to as “**Exchange Services**”, “**Services**” or “**Service**”):

- (i) place Orders (as defined below) for the purchase of a Virtual Asset in exchange for other Virtual Assets;
- (ii) place Orders (as defined below) for the purchase of Virtual Assets in exchange for fiat money; and
- (iii) place Orders for purchase of fiat money in exchange for Virtual Assets.

Please refer to section 5 below for the terms governing Orders pursuant to the Exchange Services.

3.2. Our role is limited to providing you with the Services whereby we act solely as a service provider and in accordance with your Instructions for the purchase and/or sale of Virtual Assets.

3.3. To enjoy access to the Services, you must first become a user (“**User**”) by registering with Leotus through the Platform in accordance with section 5 below.

3.4. The Services are only accessible through an Account and are for the sole use and enjoyment of the User under which name the Account was opened (“**Account Holder**”).

3.5. Please note that from time to time, we may have to rely on certain third parties in order to provide the Services (“**Third Party Service Providers**” and each a “**Third Party Service Provider**”).

and that, occasionally, you may be redirected to Third Party Service Providers' platforms for submitting your payment and will be required to accept their specific terms and conditions. Your payment order will be handled and governed solely by the terms and conditions of such Third Party Service Providers. **YOU ARE SOLELY RESPONSIBLE** to ensure that the terms and conditions of any such Third Party Service Providers are suitable to you.

## 4. Orders

### 4.1. Placement of Orders

4.1.1. Orders pursuant to Exchange Services ("**Orders**") are placed directly on the Platform through your Account. You understand that we execute all Orders in reliance on your promise that you intend to exchange a Virtual Asset for another Virtual Asset, Virtual Assets with fiat money, or vice versa as the case may be.

4.1.2. When placing an Order, you will be prompted to provide us with the information we require to effect the Order ("**Instructions**"), including:

- (i) the specific type of Virtual Asset or fiat money you intend to exchange ("**Consideration**");
- (ii) the amount of Consideration;
- (iii) the specific type of Virtual Asset or fiat money which you desire to obtain in exchange for the Consideration; and
- (iv) any other information which we would require to fulfil the Order, as this may be from time to time.

4.1.3. It is **YOUR SOLE RESPONSIBILITY** to ensure that all information provided to us under the Instructions is accurate and correct. Orders should only be submitted after careful consideration and once you understand and accept the consequences of their placement. You shall be responsible for monitoring all your Orders until we confirm execution, refusal or cancellation of the Order.

4.1.4. We retain the right to immediately execute any Order and to act in accordance with any Instruction provided to us without further enquiry as to the genuineness, authority or the identity of the person to initiate such Instruction.

### 4.2. Indicative prices of Virtual Assets

We may present via the Platform indicative prices of Virtual Assets quoted in fiat money and/or in any other Virtual Asset ("**Indicative Prices**"). Indicative Prices presented to you through the Platform shall reflect approximations of the prices made available by us at the time at which they are displayed. Such prices do not necessarily reflect the prices for the Virtual Asset as quoted by other Third Party Service Providers dealing with the same Virtual Assets. Indicative Prices are only provided for informational purposes, and **DO NOT CONSTITUTE** binding offers.

### 4.3. Limits on the amount of Consideration in an Order

We reserve the right to introduce minimum and maximum thresholds on the amounts of Consideration that Users may place in relation to an Order, to apply different thresholds to the different forms of Consideration, and to apply different thresholds to different Users. You may submit a request to amend any such thresholds by contacting us via email at :contact@leotus.tech and we, in our sole discretion, may decide whether to accommodate or refuse such a request.

#### 4.4. Execution of Orders

Orders are made with reference to and executed in accordance with the prevailing market price(s) that are applicable to the Consideration and the specific Virtual Assets or fiat money that you wish to receive in exchange for the Consideration at the time of execution. The amount of Virtual Assets or fiat money received in exchange for the Consideration (“**Received Amount**”) will be automatically credited to the wallet address, the details of which you have provided to us in your Instructions.

#### 4.5. Costs

Any cost, including our Fees, any Third-Party Service Providers’ fee, and/or any other commissions and or cost associated (“**Costs**”) with the Services (including network fees) shall be added to the Consideration. Please note that we may not be able to provide you with information on Costs applied by Third Party Service Providers.

#### 4.6. Modification of Orders

Please note that due to the nature of Virtual Assets, and to the fact that some parts of the Exchange Services lie outside of our control, any attempt to modify an Order may not result in that Order being modified. As such, any request to modify a pending Order shall only amount to a request for us to attempt to do so. We shall confirm to you whether a request to modify an Order is successful.

#### 4.7. Cancellation of Orders

We reserve the right to cancel an Order or part of an Order at all times upon the occurrence of, or due to:

- (i) the Order going above any threshold which we have set in accordance with section 4.3 above;
- (ii) the Order being placed during a scheduled or unscheduled downtime of the Platform;
- (iii) the Order being made in violation or where we have reason to suspect that the Order has been made in violation of the Terms, or any applicable rule, law, or regulation;
- (iv) us having reasons to suspect that you may not be the person effecting the Order;
- (v) the Order being non-marketable due to unfavourable market conditions;
- (vi) any event outside of our control preventing us from providing access to the Platform or the Services, or to meet any other obligation we may be subject to under the Terms (“**Force Majeure Event**”);
- (vii) risk considerations;
- (viii) us deeming that executing the Order would go against our legitimate interest, in accordance with our reasonable discretion.

Please note that we disclaim any liability associated with the cancellation of Orders, as more thoroughly described in section 14 below.

## 5. Account

### 5.1. Registration Process

- 5.1.1. To open an Account on the Platform you must go through the registration process. The registration process effectively amounts to an application to Leotus for the opening of an Account on the Platform registered under your name and does not under any circumstance grant you any right over or in connection with the use of or access to the Platform and the Services.
- 5.1.2. Only individuals who reached 18 years of age, or duly authorised representatives of legal entities are eligible to open an Account with Leotus.
- 5.1.3. Leotus reserves the right in its sole discretion to decline the opening of an Account, and to temporarily or permanently suspend access to any Account (or any part of it) where required or recommended to do so by applicable governmental, regulatory or law enforcement authorities or its own risk considerations.
- 5.1.4. Being a Gibraltar company, Leotus is required to implement appropriate anti-money laundering and counter terrorist financing measures to ensure that the Platform and the Services are not used for or in connection with illicit activities. We are fully committed to complying with any such requirement and to ensure that our Platform and Services are only used for legitimate purposes in accordance with the Terms. In order to do so, we apply certain identification and verification measures when you register to open an account with us, and from time to time on an ongoing basis ("**Verification Process**").
- 5.1.5. Please note that the opening of the Account is subject to the Verification Process and, particularly, to meeting our anti-money laundering requirements, which may be amended from time to time ("**AML Requirements**").
- 5.1.6. As part of the Account registration process, you will be required to choose a username and password and, possibly, a multi-factor authentication system (collectively, "**Login Credentials**"). Please note that for security purposes we may require you to change the Login Credentials associated with your Account from time to time.
- 5.1.7. You may only access your Account using your Login Credentials unless otherwise authorised by us.

### 5.2. Verification Process

- 5.2.1. As part of the Verification Process, you will have to provide Leotus with some documentation and information which is required for us to assess and verify your business activity and the identity of the principals behind your business to determine **whether** you meet our AML Requirements. Therefore, you shall provide us with the correct information that we may ask from you in order to carry out the Verification Process, which may include:

- a. personal information such as, but not limited to, your name, address, date of birth, nationality;
  - b. contact information including, your phone number, email address, and any other contact information which we may ask for from time to time;
  - c. copies of identity documents, such as your passport or driving license, as well as proof of address, and any other such document as we may see fit to verify your identity and place of residence; and
  - d. copies of documents and information to verify your source of funds and/or wealth, including (i) details of other electronic wallets you hold with third party service providers; (ii) information on, or in connection with, deposits of Virtual Assets from wallets you hold with third-party service providers to the Wallet; and (ii) documentation and information on or in connection with deposits for fiat money from accounts you hold with other service providers.
- 5.2.2. Leotus reserves the right to, directly or indirectly (through Third Parties), make any inquiries we consider necessary to check the relevance and accuracy of the information you have provided as part of the Verification Process.
- 5.2.3. We will inform you of whether you have met the AML Requirements and, as such, of whether you are eligible to open the Account and become a User, via your Primary Email Address (as defined below) or via the **Leotus Platform** interface, if appropriate, once all necessary and required checks are done.

### 5.3. Account Management

- 5.3.1. Subject to the Terms herein, you may only access your Account using the Login Credentials that are associated with it. You are solely responsible for managing and maintaining the security of your Login Credentials.
- 5.3.2. If you are unable to access your Account, please contact us at: [contact@leotus.tech](mailto:contact@leotus.tech) providing a brief explanation on the reason as to why you are contacting us. However, please note while we may assist you in restoring access to your Account, we are under no obligation to do so.
- 5.3.3. We reserve the right to make your continued access to and use of the Account, the Platform, and the Services subject to a new Verification Process, and/or to the provision of additional information which we may require in order to determine whether you meet our AML Requirements as these may be from time to time.
- 5.3.4. You are responsible for ensuring that the information associated with your Account is correct at all times, to maintain the correctness and veracity of any such information, and to notify us of any material change to it within 5 calendar days of such change taking place by writing to us at the following email address: [contact@leotus.tech](mailto:contact@leotus.tech).
- 5.3.5. You may find all information and details pertaining to your Account including to all of the activity taking place on your Account ("**Account Information**") on the Platform. The Account Information will automatically include and display all activity as soon as reasonably practical right after the activity takes place on the Account.

- 5.3.6. Unless otherwise required by law, information which we make available to you through the Account Information (including confirmations and account statements) shall be deemed delivered to you within 1 calendar day of being available to you.
- 5.3.7. We may at our sole discretion withdraw or amend any Account Information at any time. To the extent permitted by law, and subject to any agreement to the contrary, you agree that we are under no obligation to provide you with Account Information in paper form.
- 5.3.8. The Account Information (save if manifestly incorrect) will be conclusive evidence of the activity taking place on the Account and will be binding on you if not objected by you to in writing within 7 calendar day of being available on the Platform as part of the Account Information.
- 5.3.9. To object the accuracy of the Account Information or of any part of it, please write to us at the following email address: [contact@leotus.tech](mailto:contact@leotus.tech).
- 5.3.10. The Account Information is private to you, and is only made available:
  - (i) to you, in your capacity as Account Holder;
  - (ii) to Leotus, only to the extent necessary for us to provide the Services and in observance of applicable customer protections and privacy measures; and
  - (iii) to such other person to which Leotus must disclose the Account Information by virtue of applicable rules, laws, and regulations (if any).

#### 5.4. **Multiple Accounts**

- 5.4.1. Leotus may, in its sole discretion, allow you to hold more than one Account and, always in its sole discretion, limit the number of Accounts that you may have under your name.
- 5.4.2. To request an additional Account, please write to us at the following email address: [contact@leotus.tech](mailto:contact@leotus.tech), providing the reason for such a request.
- 5.4.3. For the avoidance of doubt, each account shall be subject to the Terms independently and to the same extent.

#### 5.5. **Account Security**

It is your responsibility to secure and maintain access to your account and to implement the following measures ("**Account Security**"):

- a. selecting a unique password that you do not use for other websites, by periodically updating your Login Credentials, and by keeping your Login Credentials and other forms of authentication confidential and separate from each other;
- b. keeping your Login Credentials strictly confidential;
- c. logging out of your Account whenever you are not using it;
- d. keeping any device, you use to gain access to the Platform safe and secure and locked with a secure password or other security mechanism and ensuring email account(s) you use to communicate with us are also secure and only accessed by you;
- e. changing your Account access information regularly;
- f. promptly notify us at: [contact@leotus.tech](mailto:contact@leotus.tech), of any SMS, email, questionnaire, survey, or other request of information requesting you to provide your Login



Credentials, and under no circumstance providing such information through any such request. For the avoidance of doubt, we will **NEVER** request your Login Credentials;

- g. notifying us promptly at [contact@leotus.tech](mailto:contact@leotus.tech) if your Login Credentials have been lost or stolen, or if you have reason to believe that any person other than you has gained or may gain access to it;

## 5.6. Unauthorised Use

- 5.6.1. If any activity on your Account was not authorised by you (“**Unauthorised Use**”), or if you have any reason to suspect so, you must inform us as soon as possible by writing to us at the following email address [contact@leotus.tech](mailto:contact@leotus.tech). For the avoidance of doubt, Unauthorised Use shall also cover instances where your Account was wrongly charged due to a mistake on our part.
- 5.6.2. Failure to notify us immediately after you identified the Unauthorised Access may result in you losing your entitlement to have us investigate your matter and, subject to our reasonable discretion, correct it.

## 5.7. Account Suspension and Termination

- 5.7.1. Users may terminate their Account at any time, by providing us with a one month written notice and following settlement of any pending activity on their Account. The notice shall be delivered to us at: [contact@leotus.tech](mailto:contact@leotus.tech) in the form of an email detailing the User’s intent to terminate the Account.
- 5.7.2. The suspension or termination of an Account shall not affect the payment of Costs that may be due for past activity on the Account or for past activity that is associated with the Account.
- 5.7.3. Upon termination of the Account, and unless the termination of the Account was due to any illicit activity, the User shall provide valid bank account details or Virtual Asset address to allow Leotus to transfer the remaining balance on the Account (if any) to any such bank account or Virtual Asset address. Leotus endeavours to transfer the Virtual Assets and fiat money as soon as reasonably practical following the User's request to terminate the Account. Please note that Third Party Service Providers or blockchain networks involved in the transfer of funds may apply certain charges to the transfer that may be beyond our control. We endeavour to use reasonable efforts to reduce any such charge to the extent possible.
- 5.7.4. Leotus reserves the right to **SUSPEND** the provision of the Services to you and/or to **IMMEDIATELY TERMINATE** your Account if you refuse or fail to complete a Verification Process, including cases where you fail to provide the required information within the required time frame.
- 5.7.5. Leotus reserves the right to **SUSPEND** the provision of the Services to you, to **IMMEDIATELY TERMINATE** your Account, and to take further actions **AGAINST YOU** in case we suspect that the Account is used in contravention with the Terms, and/or for or in connection with any illicit or fraudulent activity. This also includes, for example, provision of counterfeit documents and/or false personal information.

- 5.7.6. Leotus reserves the right to **SUSPEND** the provision of the Services to you and/or to **IMMEDIATELY TERMINATE** your Account, and to take further actions **AGAINST YOU**, if we establish or have reasonable grounds to suspect that a request made by you in relation to your Account was made fraudulently.
- 5.7.7. You may not terminate your Account if you, or any activity on or connected to your Account is subject to an ongoing investigation. We reserve the right to **SUSPEND** and restrict access to your account and to **FREEZE** all Virtual Assets and fiat money on any Wallet that is associated with your Account until the investigation is concluded.
- 5.7.8. Please note that we reserve the right to store information pertaining to your Account following termination for at least five (5) years and that such information will be treated in accordance with the Terms (incorporating any of our Policies).
- 5.7.9. Please note that following termination, you shall remain liable for any activity on or in connection with your Account that occurred at the time when your Account was open.

## 6. Risk Warning

### 6.1. General

The risk of loss in trading or holding Virtual Assets can be substantial. You should therefore carefully consider whether trading or holding Virtual Assets is a suitable activity for you in light of your financial circumstances. You acknowledge that using Virtual Assets, their networks and protocols, involves serious risks. It is your duty to learn about all the risks involved with Virtual Assets, their protocols and networks. Even if we inform you of some of the risks involved with Virtual Assets, their protocols and networks, Leotus has no responsibility to alert you of all risks involved. Leotus has no control over and makes no representations regarding the value of Virtual Assets, or the security of their networks or protocols. You hereby further acknowledge that the Virtual Assets markets are determined by demand and supply only. The Virtual Assets market is a dynamic arena and their respective prices are often highly unpredictable and volatile. The prices of Virtual Assets are usually not transparent and are frequently highly speculative and susceptible to market manipulation. In the worst case scenario, the product could be rendered worthless. Moreover, there is always a risk that changes in the applicable legislative or regulatory regime may adversely affect the use, transfer, exchange, and value of Virtual Assets. Virtual Assets' markets and exchanges are not currently regulated with the same control, and customers are not entitled to the same protections available in relation to financial instruments. You are solely responsible for determining whether any contemplated or actioned use of the Services is appropriate based on your personal goals, financial status and risk willingness. We do not guarantee the availability of any exchange rate. We do not guarantee that you will be able to buy and/or sell your Virtual Assets on the open market at any particular price or time.

For more information about risks related to Virtual Assets please refer to: [<https://www.fatf-gafi.org/en/topics/virtual-assets>].

### 6.2. No Advice or Guarantee

The content provided as part of the Services is for informational purposes only and should not be considered legal or financial advice. We may provide information on the price, range or

volatility of Virtual Assets and events that have affected the price of Virtual Assets, but it should not be considered as investment or financial advice and should not be construed as such. Leotus is not acting, and cannot act, as an advisor including in relation to any financial, legal, investment, insurance or tax matters. Any information provided by Leotus is for general information only. You are solely responsible for determining whether any contemplated transaction is appropriate for you. You should consult with an attorney or other professional to determine what may be best for your individual needs. Leotus does not make any guarantee or other promise as to any results that may be obtained from using the Services. You should not make any investment decision without first consulting your financial advisor and conducting your own research and due diligence.

### 6.3. **Internet and Computers Transmission Risks**

There are risks associated with utilising an Internet-based system including, but not limited to, the 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 on your behalf. Additionally, there is a risk of cyber-attacks on the security, integrity or operation of the Virtual Assets' distributed ledger technology or any other underlying technology.

### 6.4. **Distributed Ledger Technology Risks**

Distributed ledger technology (also referred to throughout the Terms as "**blockchain**") may be an independent public peer-to-peer network and not controlled in any way or manner by us and, as such, we shall not be responsible for any failure, mistake, error or breach which shall occur on the blockchain or in any other networks on which the Virtual Assets are being issued or otherwise traded. You will be bound and subject to any change or amendments in the blockchain system and subject to any applicable law which may apply to the blockchain. We make no representation or warranty of any kind, express or implied, statutory or otherwise, regarding the blockchain functionality nor for any breach of security in the blockchain.

### 6.5. **Forks**

The underlying protocols are subject to sudden changes in operating rules, and third parties may from time to time create a copy of a virtual assets network and implement changes in operating rules or other features ("**Forks**") that may result in more than one version of a network (each, a "**Forked Network**") and more than one version of a Virtual Asset ("**Forked Assets**"). You understand and acknowledge that Forked Networks and the available supply of any Forked Assets are wholly outside of the control of Leotus, and you further acknowledge that our ability to deliver Forked Assets resulting from a Forked Network may depend on third-parties that are outside of our control. You understand and acknowledge that Forks may materially affect the value, function, and/or even the name of the virtual assets you store in your wallet(s). In the event of a Fork, you understand and acknowledge that Leotus may temporarily suspend the Services (with or without advance notice to you) while we determine, at our sole discretion, which Forked Network(s) to support.

### 6.6. **Past performance is not an indication for future performance**

Exchange rates are subject to fluctuations outside our control. Past movements or trends in the movement of Virtual Assets' and fiat money exchange rates should not be taken as an indicator of future movements in such exchange rates.

## **7. Fees**

By using our Services you may incur certain fees and commissions (the “**Fees**”) as set out and available at: <https://leonext.exchange/> (the “**Fee & Limits Schedule**”), and as may be presented to you through the Platform when accessing and using the Services. We may revise and update the different Fees that are applicable to the Services from time to time and in our sole discretion. We will not charge you any fees other than the Fees set out in the Fee Schedule.

## **8. Taxes**

Our Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, accessible by any jurisdiction whatsoever (collectively, “**Taxes**”). You are responsible for paying all Taxes associated with your Account hereunder, including all applicable country, federal, state and local taxes if applicable. If we have the legal obligation to pay or collect Taxes for which you are responsible, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. You also agree that we may set-off such amounts.

## **9. Intellectual Property**

- 9.1. All content on the Platform is the property of Leotus and, unless otherwise specified herein, is protected by copyright, patent, trademark and any other right that is available to us under applicable laws for the protection of intangible assets.
- 9.2. Subject to section 9.3 below, the trademarks, trade names, service marks and logos of Leotus and others, software, applications, text, images, graphics, data, prices, trades, charts, graphs, video, audio materials, and any other form of intellectual property or intangible assets (“**Intellectual Property**”) used on the Platform belong to Leotus. You shall not copy, reproduce, modify, republish, upload, post, transmit, scrape, collect or distribute in any way, form or by any means, whether manual or automated, any part of our Intellectual Property. Any such unauthorized use may violate our rights under applicable laws and could result in criminal or civil penalties against you.
- 9.3. Notwithstanding any of the above, any Intellectual Property on the Platform belonging to a third party shall remain property of that third party.

## **10. Treatment of your personal information**

Please rest assured that any Personal Information (as defined under Regulation (EU) 2016/679 (“**GDPR**”)) that we may need to process to provide you with the Platform and the Services or in connection with the Platform and the Services, will be processed in accordance with our PRIVACY POLICY, as amended from time to time, available at <https://leonext.exchange/>, and in observance with any rule, law, and regulation as may be applicable to us from time to time when carrying out such processing.

## **11. Disclaimer**

- 11.1. The Platform and the Services are provided “as is”, without guarantees of any kind, either expressed or implied. While we strive to maintain access to the Platform, all online services suffer from occasional disruptions and outages, and we are not liable for any disruption or loss

you may suffer as a result. Therefore, please note that we do not provide any guarantees that access to the Platform and the Services will not be interrupted or that there will be no delays, failures, errors, omissions or loss of transmitted information. However, we use reasonable endeavours to ensure that you can access the Platform and the Services in accordance with these Terms. Please also note that we may suspend access to the Platform for maintenance and we will make reasonable efforts to give you sufficient notice of such disruption. However, you acknowledge and accept that this may not be possible in an emergency.

- 11.2. For the avoidance of doubt, the Platform and any other online or offline material offered or produced by us, does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised, to any person for whom access and use of the Services and the Platform is unlawful, or to whom it is otherwise unlawful to make such an offer or solicitation.
- 11.3. Leotus **DOES NOT** offer or intend to offer, nor purport to offer to you or any of the Users any investment or financial advice, nor any other form of advice in relation to the Services.
- 11.4. For the avoidance of doubt, the ability to access the Platform and the Services **DOES NOT** mean that the Services are legally viable under rules, laws, and regulations that are applicable to you. It is your sole responsibility to verify that you have the legal capacity to access and to use the Platform and the Services. Failing to do so constitutes a breach of the duty you are subject to under the warranties listed in section 13 below.
- 11.5. We do not provide any guarantee for any Third Party Service Provider. You acknowledge and agree that you are solely responsible for your relationship with any Third Party Service Provider. We shall not be liable for anything arising out or as a result of your acceptance to be bound to any Third Party Service Provider terms and conditions
- 11.6. You understand and acknowledge that we do not guarantee that Orders placed on the Platform will be executed, and that we have the right to cancel any Order in accordance with section 4.7 above, without any liability whatsoever to the fullest extent permitted by law, including but not limited to liability for damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss arising from our decision.
- 11.7. We shall not be liable for any inability to modify an Instruction. You understand and agree that, if an Instruction cannot be cancelled or modified, you are bound by any execution of the original Instruction.
- 11.8. We shall not be responsible or liable for any loss, damage, or other form of sufferance resulting from any of the risk detailed in section 6 above.
- 11.9. We shall not be liable for, and we shall enjoy sole discretion when determining whether or not to support a forked network. You agree that we may determine the approach to such forked assets, which may include abandoning or otherwise electing not to support such forked assets as part of the services. You understand and hereby acknowledge that Leotus is unlikely to support most forked networks and that most forked assets will likely not be made available to you, and that you shall have no right, claim, or other privilege to a forked asset that is not supported by Leotus.

## 12. Warranties

- 12.1. You hereby warrant and guarantee that in accessing and/or using the Platform and the Services:
- 12.1.1. you are complying with the Terms and that you will comply with the Terms at all times;
  - 12.1.2. you are complying with all rules, laws, and regulations applicable to you (as these may be from time to time) by virtue of your place of residence, or by virtue of any circumstance that is otherwise specific to you;
  - 12.1.3. if you are a natural person, that you are at least 18 years old;
  - 12.1.4. you are of sound mind, and legally capable of taking responsibility for your own actions;
  - 12.1.5. you will comply at all times with the Terms and will not take any action which is in breach of the Terms, or any applicable law, rule, and regulation, or cause, induce and/or assist any other person to carry out any such action;
  - 12.1.6. you will not behave immorally, and in a manner that may put our reputation at risk;
  - 12.1.7. any and all information that is associated with your Account is correct and that you shall maintain it correct and up to date;
  - 12.1.8. any and all Virtual Assets and fiat money used in connection with your Account and with the Platform derives exclusively from legitimate activities;
  - 12.1.9. you will ensure that any and all information provided in each Order is accurate, correct and a reflection of your intention;
  - 12.1.10. you shall maintain the Account Security at all time;
  - 12.1.11. you are entitled to and have all necessary rights to any Intellectual Property submitted by you or otherwise uploaded to the Platform;
  - 12.1.12. before using any of the Services, you shall make your own independent assessment as to whether the Services are appropriate for you, based upon your understanding of the risks detailed in section 6 above, upon your own judgment, and upon such independent advice as you may seek from any third party advisers to the extent you deem it necessary.
  - 12.1.13. you are not engaged, either directly or indirectly, in any of the following prohibited activities:
    - a. registration of more than one Account, unless explicitly allowed by us in writing, following a request pursuant to section 5.4 above;
    - b. registration of an Account if your previous account was suspended indefinitely or terminated by us, unless explicitly allowed by us in writing;
    - c. participation in any attempts to manipulate or in any way subvert the rights or obligations of Leotus, any User, or any third party;
    - d. initiation or in any way participation in any attempts to gain unauthorized access to any part of the Website or any part of the Platform, or in any way impair the security, functionality or performance of the Platform, or the Services;
    - e. infringement of Leotus' or any third party's Intellectual Property, or rights of publicity or privacy;
    - f. act in a manner that is defamatory, libellous, threatening or harassing with respect to your interaction with us;
    - g. harass Leotus' employees, agents, or other Leotus Account holders;
    - h. provide us with false, inaccurate or misleading information;
    - i. refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to Leotus; and
    - j. you are entitled to and have all necessary rights to any Intellectual Property submitted by you or otherwise uploaded to the Platform.

12.2. Leotus hereby warrants to you that we shall provide the Services with reasonable care and skill in accordance with the Terms, and that we endeavour that the Platform provides for a safe environment for you to enjoy the Services.

### **13. Indemnities**

13.1. To the widest extent permitted by law, you hereby agree to protect, defend, indemnify and hold us harmless from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by us directly or indirectly arising from:

- 13.1.1. your use of and access to the Platform and the Services;
- 13.1.2. any breach of the Terms, including a breach of any of the warranties listed in section 12 above;
- 13.1.3. any breach of any rule, law or regulation on your part, and any immoral behaviour you undertake, either directly or indirectly;
- 13.1.4. your acceptance, breach, or any other activity connected to Third Party Services Providers' terms and conditions;
- 13.1.5. your violation of any third party right, including without limitation any Intellectual Property or other proprietary right;
- 13.1.6. your inability to access or use the Services resulting from:
  - a. your non-compliance with any Verification Process or other compliance procedures which we may, in our reasonable discretion, require you to go through from time to time;
  - b. any applicable rule, law, or regulation;
  - c. any Unauthorised Use, arising out of or in connection with your breach of the Terms, including any failure to safeguard the security of your Account;
  - d. any damage or losses resulting from theft or any loss of control of your Account, other than theft and loss of control resulting from our fault or negligence.

The indemnification obligations under this section shall survive any termination or expiration of the Terms or the User's use of the Platform or the Services.

### **14. Limitations of Liability**

TO THE WIDEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LEOTUS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ANY THIRD PARTY SERVICE PROVIDERS BE LIABLE TO THE USERS OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES WHATSOEVER, CAUSED BY ANY OF THE FOLLOWING, INCLUDING BUT NOT LIMITED TO (I) ANY ERRORS, MISTAKES OR OMISSIONS BY THE USERS WHEN USING THE PLATFORM OR THE SERVICES WHICH CAUSE OR RESULT IN THE LOSS OF ANY AND ALL OF THEIR VIRTUAL ASSETS AND/OR FIAT MONEY, (II) ACCURACY, COMPLETENESS OR CONTENT OF AND ON THE PLATFORM, (III) ACCURACY, COMPLETENESS OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO OUR PLATFORM, (IV) THE PLATFORM OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE PLATFORM, (V) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (VI) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VII) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VIII) ANY INTERRUPTION OR CESSATION OF THE SERVICES, THE PLATFORM OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE PLATFORM, (IX) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES OR THE LIKE,

WHICH MAY BE TRANSMITTED TO OR FROM THE PLATFORM OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE PLATFORM, (X) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE AND/OR (XI) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF A USER'S USE OF THE PLATFORM OR THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY AND WHETHER OR NOT LEOTUS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE PLATFORM OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. IN ADDITION, THE USER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL LEOTUS' TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY THE USER FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR THE USER'S USE OF THE SITE, THE PLATFORM OR THE SERVICES.

## **15. Miscellaneous**

- 15.1. You agree and consent for us to communicate with you through the Platform and through the primary email address that is associated with your Account ("**Primary Email Address**").
- 15.2. It is your responsibility to ensure that you log onto and regularly review the information that we make available to you through the Platform and the Primary Email Address. You shall also review and respond to any notice which we may send you regarding your Account Information, and to promptly reply to any of our questions. Failure to contact us in a timely manner in accordance with the Terms may result in loss of funds and/or important rights.
- 15.3. You and Leotus agree that any party hereto may bring claims against the others only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. No adjudicator may consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief awarded to any User cannot and may not affect any other User.
- 15.4. These Terms do not intend to confer any benefit on any third party, and no third party shall have any rights to enforce any of these terms against us.
- 15.5. You may not transfer, assign, or sell any rights or obligations you have under the Terms or otherwise grant any third party a legal or equitable interest over your Account without our prior written consent. Leotus reserves the right to transfer or assign the Terms or any right or obligation under the same to any party and at any time.
- 15.6. If we fail to enforce any of our rights under any these Terms, or applicable laws, it shall not be deemed to constitute a waiver of such right.
- 15.7. We may comply with any subpoena, levy, or other legal process brought against you if we believe it to be valid. We may notify you of such a process electronically, by phone, or in writing.
- 15.8. We reserve the right, but shall have no responsibility, to edit, modify, refuse to post or remove any content, in whole or in part, from the Platform if we deem that such content is objectionable, erroneous, illegal, fraudulent or otherwise in violation of these Terms.



- 15.9. Unless stated otherwise in these Terms, if any provision of the Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the extent possible.
- 15.10. We reserve the right to amend, revise, modify, and/or change the Terms and/or the Services at any time. All changes shall take effect immediately and such updated version of the Terms shall be published through the Platform. You are solely responsible for periodically reviewing the Terms. If you do not agree with any such modification, your sole and exclusive remedy is to stop using the Services and submit a request to terminate your Account. You agree that we shall not be liable to you or any third party for any modification or termination of the Services and/or these Terms, or suspension or termination of your access to the Services, except to the extent otherwise expressly set forth herein.
- 15.11. 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, all or any portion of our Services.
- 15.12. The Terms, including the Policies and any other document or information incorporated by reference constitutes the entire agreement between you and Leotus, and govern your access to the Platform and use of the Services, superseding any prior agreements between you and Leotus with respect to the Platform and the Services.
- 15.13. If any provision or section of the Terms is found by a court of the competent jurisdiction or arbitrator to be invalid or unenforceable, the parties agree that the court or arbitrator should endeavour to give effect to the parties' intentions as reflected in the provision, and that the other provisions of these Terms shall remain in full force and effect. If the court or arbitrator cannot do so, then the parties agree that the court or arbitrator should strike the invalid or unenforceable provisions, and that the remaining provisions be given their full force and effect.
- 15.14. If we are unable to perform the Services outlined in the Terms due to factors beyond our control including but not limited to an event of Force Majeure, change of law or change in sanctions, we shall not be liable for the Services provided under this agreement during the time period coincident with the event.

## **16. Prohibited Activities**

- 16.1. You agree not to use the Services to perform criminal activity of any sort, including but not limited to, money laundering, illegal gambling operations, terrorist financing, malicious hacking or any criminal or illegal activity.
- 16.2. You will refrain from using your Account, the Website and Services for any other use than your personal use, unless you are a legal entity that has opened a corporate account with us.

## **17. Limited Right of Use**

- 17.1. Unless otherwise specified, all materials on the Website and the Platform, including, but not limited, to text, graphics, logos, icons and images ("Materials"), are the property of Leotus and are protected by copyright, trademark and other applicable laws. You may view, print and/or download a copy of the Materials from this Website and the Platform on any single computer solely for your personal, informational and/or non-commercial use, provided you comply with all copyright and other proprietary notices.

17.2. The trademarks, service marks and logos of Leotus and others used on the Website and the Platform (“Trademarks”) are the property of Leotus and their respective owners. The software, text, images, graphics, data, prices, trades, charts, graphs, video and audio used on the Website and the Platform belong to Leotus. The Trademarks and Material should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, whether manual or automated. The use of any such Materials on any other website or networked computer environment for any other purpose is strictly prohibited; any such unauthorised use may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

## **18. User Support and Complaints**

18.1. We take complaints seriously. Should you wish to make a formal complaint about us, about the Platform or about the Services we provide, please refer to our Complaints Policy which we have made available at: [contact@leotus.tech](mailto:contact@leotus.tech).

## **19. Governing Law and Jurisdiction**

19.1. The Terms and any dispute or claim arising out of or in connection with the Terms, the Platform and/or the Services shall be governed by and construed in accordance with the laws of Gibraltar, unless otherwise expressly provided herein.

19.2. You irrevocably agree that the courts of Gibraltar shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Terms, the Platform and/or the Services.