

These Terms of Use and any terms expressly incorporated herein (“**Terms**”) applies to any person (natural person or otherwise) (“**User/ You**”) accessing or using, any services made available by UGM Modern Software Development ltd. (“**UGM CTYPTO/Us/Our/We**”), a company incorporated in 128 City Road, London, England, EC1V 2NX, on this website (“**Site**”) or on Our mobile application, and to any other related services provided by Us (collectively, the “**Services**”).

By accessing or using any Services in any manner whatsoever, You agree to be bound by these Terms.

The Privacy Policy and any other policies communicated by Us shall be applicable to Your use of the Services and shall be deemed incorporated herein by reference.

The services we offer include a peer-to-peer trading platform that offers trading of cryptographic tokens and currencies (“**Cryptocurrency**“ or “**Cryptocurrencies**”) .

1. Modification of Terms

- 1.1. We may, at Our sole discretion, change, modify, add, or remove portions of these Terms and to the Services from time to time without any prior written notice to You. We may do this for a variety of reasons including to reflect changes and requirements under the law, new features, or changes in business practices. It is Your responsibility to review these Terms periodically for updates/changes. Your continued use of the Services following the posting of changes will mean that You accept and agree to the revisions

2. Eligibility

- 2.1. **General Requirements:** The Services are intended solely for Users who are 18 (Eighteen) years and above and who satisfy the criteria described in these Terms. You represent and warrant that You: (a) are of legal age to form a binding contract (at least 18 (Eighteen) years old); (b) have not previously been suspended or removed from using our Services; (c) have full power and authority to agree to these Terms; and (d) are not prohibited in the jurisdiction applicable to You from undertaking activities on respect of the Services.

- 2.2. **Restricted Locations:** We do not provide services to:

- Persons (natural or legal) that are citizens or residents of United States of America (including Puerto Rico, the U.S. Virgin Islands), Afghanistan, Iran or North Korea.
- Persons (natural or legal) that are residents of/ established or located in Cambodia, Crimea, Cuba, Canada, Pakistan, Syria and St Vincent & the Grenadines and the United Kingdom.
- Persons (natural or legal) that are residents of/ established or located in Hong Kong are not allowed to engage in spot trading of crypto-currencies or crypto-assets.
- Natural persons that are residents of/ established or located in Singapore. Legal persons that are residents of/ established or located in Singapore are not allowed to engage in spot trading of crypto-currencies or crypto-assets.
- Persons or entities in the U.S. Treasury Department's List of Specially Designated Nationals or Blocked Persons, the EU's Consolidated Financial Sanctions List or the UK Sanctions List, or any entity that is owned or controlled (50 percent or greater) by a person or entity on such lists.
- Any other jurisdictions in which we may determine from time to time to terminate the services at our sole discretion or where Your use of the Services would be illegal or otherwise violate any applicable law
- You represent and warrant that You are not a citizen or resident of any such jurisdiction and that You will not use any Services while located in any such jurisdiction. You also may not use the Services if You are located in, or a citizen or resident of, any other jurisdiction wherein the laws of Your country prohibit You from trading in Cryptocurrencies and leveraged trading on exchanges which are outside of Your Country or where We have determined, at Our discretion, to prohibit use of the Services. We may implement controls to restrict access to the Services from any jurisdiction prohibited pursuant to this Section 2.2. You will comply with this Section 2.2, even if Our methods to prevent use of the Services are not effective or can be bypassed. You understand and acknowledge that if it is determined that you have given false representations of your location or place of residence, the Company reserves the right to take any appropriate actions in compliance with this restriction or in compliance with the law of a relevant jurisdiction, including termination of any Account immediately and liquidating any open positions.

3. ACCOUNT

1. **3.1. User Account:** In order to use any of the Services, You must create and maintain an account through the Services (“User Account”). To create or maintain Your User Account, or enable functions on Your User Account, You will be required to provide Us with certain information and documentation, including, as applicable, the information and documentation associated with identity verification and other screening procedures described in Section 3.3, below. You will: (a) create a unique password; (b) provide complete and accurate information; (c) promptly update any information You have provided so that the information is complete and accurate at all times; (d) maintain the security of Your User Account by protecting Your password from unauthorized access or use; (e) promptly notify Us if You discover or suspect any unauthorized access or use of Your User Account or any security breaches related to Your User Account; and (f) be responsible for all activities that occur under Your User Account, and accept all risks of any authorized or unauthorized access to Your User Account.

2. **3.2. Enhanced Security:** We may offer optional enhanced security features for Your User Account (including, for example, two-factor authentication). We encourage, but may not require, You to use any such enhanced security features. Whether You enable the enhanced security features or not, it is Your responsibility to ensure the security of, and Your continuous control over, any device or account that may be associated with the enhanced security features.

3. **3.3. Identity Verification:** We may, in Our discretion, require identity verification and other screening procedures with respect to You or the transactions associated with Your User Account. These verification and screening procedures may include, without limitation, checking the information You provide to any governmental authority. You may be required to provide Us with certain personal information, including, but not limited to, Your name, address, telephone number, email address, date of birth, passport number, photograph of Your government-issued ID and any other information as may be required. You hereby authorize Us, directly or through a third party, to make any inquiries We consider necessary to verify Your identity and/or protect against fraud, including but not limited to: (a) query identity information contained in public reports (e.g., Your name, address, past addresses, or date of birth); (b) query account information associated with Your linked bank account (e.g., name or account balance); and (c) take action We reasonably deem necessary based on the results of such inquiries and reports.

4. 3.4. **Responsibility for Account Activities:** You will be bound by, and hereby authorize Us to accept and rely on, any agreements, instructions, orders, authorizations and any other actions made, provided or taken by anyone who has accessed or used Your User Account regardless of whether the access is authorized or unauthorized. Upon receipt of written notice from You that the security of Your User Account has been compromised, We will take reasonable steps to protect Your User Account, including, for example, to cease to allow actions initiated using any compromised account passwords, in the event such actions are not already completed. We shall, under no circumstance, shall be liable for any loss incurred by You by any unauthorised use of Your User Account.

5. 3.5. **Use of Account:** You will use the Services and Your User Account (as defined below) only for Yourself and not on behalf of, or for the account of, any third party. In case You intend to trade on behalf of another entity or third party, You shall intimate Us separately of such intent. If We have approved Your account for trading on behalf of any other entity or third party through a prior email approval, You will use the Services and Your User Account solely for the use of the specified other entity or third party. If You use any Services on behalf of any other entity or third party, You agree to these Terms on behalf of Yourself and for such other entity or third party, and You represent and warrant that You have the authority to bind the other entity or third party to these Terms and that both You and the other entity or third party will be jointly and severally liable under these Terms for any violation of these Terms or any other act or omission by the other entity or third party or by You. You agree and acknowledge that We shall not be liable for any loss or costs incurred due to breach of this Section 3.5.

4. Risk of Disclosures; Assumption of Risks

1. 4.1. The trading of Cryptocurrencies and , and the use of other Services provided by Us, involves significant risks and potential for financial losses, including without limitation the following:
 - We accept BNB, TRX, Ether, USDT (“**Accepted Currencies**”). You further hereby acknowledge and accept that We do not support fiat currencies.
 - The features, functions, characteristics, operation, use and other properties of Cryptocurrencies (“**Currency Properties**”) and the software, networks, protocols, systems, and other technology (including,

if applicable, any blockchain) (“**Underlying Technology**”) used to administer, create, issue, transfer, cancel, use or transact using the Cryptocurrencies may be complex, technical or difficult to understand or evaluate.

- The Cryptocurrencies, their Underlying Technology, the Site and other Services may be vulnerable to attacks on the security, integrity or operation of the Cryptocurrencies or their Underlying Technology (“**Threats**”), including Threats using computing power sufficient to overwhelm the normal operation of a blockchain or other Underlying Technology.
- Cryptocurrencies, their Properties or Underlying Technology may change or otherwise cease to operate as expected due to a change made to the Underlying Technology, a change made using features or functions built into the Underlying Technology or a change resulting from a Threat.
- The Cryptocurrency may be cancelled, lost or double spent, or otherwise lose all or most of their value, due to various Threats, changes to the Currency Properties or failure of the Cryptocurrency to operate as intended.
- We may suspend or cease to support the transfer, storage or trading of any Cryptocurrency or Cryptocurrency Derivative at any time at Our discretion.
- The Services may not support Cryptocurrency other than the Accepted Currencies.
- We may suspend or reject Your transaction requests, suspend or cease support for certain Cryptocurrencies, or suspend or terminate Your access to the Services to comply with applicable laws or regulations or an order from law enforcement or other governmental authority, for other reasons as specified in these Terms or otherwise at Our discretion.
- You may be unable to withdraw Cryptocurrencies prior to **UGM CRYPTO** ceasing to support transfer of any such Cryptocurrencies, resulting in the loss of any such Cryptocurrencies remaining in Your User Account.
- Any Cryptocurrency may decrease in value or lose all of its value due to various factors including discovery of wrongful conduct, market manipulation, changes to Currency Properties or perceived value of Currency Properties, Threats, suspension or cessation of support for a Cryptocurrency by Us or other exchanges or service providers, and other factors outside Our control.

- You may be prevented from sending a transaction request, or Your transaction request or email may not be received by Us or the Services, due to hardware, software or services issues (including, without limitation, Internet and other network connectivity issues).
 - Your transaction request or email to Us or the Services may be lost, intercepted or altered during transmission.
 - Unauthorized third parties may access or use Your User Account and effect transactions without Your knowledge or authorization, whether by obtaining the password to Your User Account, obtaining control over another device or account used by You in connection with any enhanced security measures enabled for Your account, or by other methods.
2. 4.2. The risks described in this Section 4 may result in loss of Cryptocurrency, decrease in or loss of all value for the Cryptocurrencies, inability to access or transfer Cryptocurrencies, inability to trade Cryptocurrencies, inability to receive financial benefits which are available to other Cryptocurrency holders, and other financial losses to You. You hereby assume and agree that We will have no responsibility or liability for, such risks. You hereby irrevocably waive, release and discharge any and all claims, whether known or unknown to You, against Us, its Affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives related to any of the risks set forth herein. You must consider your financial situation. You must be rational and not invest funds that you cannot afford to lose
3. 4.3. You represent and warrant that You have: (a) the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any Cryptocurrency that You decide to acquire or trade; and (b) the knowledge, experience, understanding, professional advice and information to make Your own evaluation of the merits and risks of any Cryptocurrency or trade as supported by the Services. You accept the risk of trading Cryptocurrencies by using the Services and are responsible for conducting Your own independent analysis of the risks specific to the Cryptocurrencies and the Services.
4. 4.4. Our decision to support transfer, storage or trade any particular Cryptocurrency through the Services does not indicate Our approval or disapproval of the Cryptocurrency or the integrity, security or operation of the Cryptocurrency or its Underlying Technology. The risks associated with Cryptocurrencies and trading them applies notwithstanding Our decision to support a particular Cryptocurrency as supported by Our Services. We (a) do not provide trading advice, (b) do not have any fiduciary duty to You or any

other user, and (c) do not make any warranty about the suitability of the Cryptocurrency for trading or ownership by You.

5. PRIVACY POLICY

1. 5.1. Please refer to Our privacy policy for information about how We collect, use, and share Your information.

6. WARRANTIES AND REPRESENTATIONS

1. 6.1. You represent, warrant and acknowledge that:
 - You are authorised to access and use the Site; in particular, the jurisdiction where You reside, hold citizenship, or conduct business in such jurisdictions as mentioned under these Terms that allows You to utilize the Services;
 - If You are using the Site on behalf of or for the benefit of any organisation then it is assumed that You have the right to do so. The organisation and You will be jointly and severally liable for Your actions including any breach of these Terms;
 - Your use of the Services is at Your own risk. You agree that We shall not be liable for any damage or harm arising out of Your use of the Services;
 - The information provided on the Site is for general information purposes only and is given in good faith. However, the information is selective, and We may not verify all information, which may not be complete or accurate for Your purposes and should not be relied upon without further enquiry. The information should not be construed as a recommendation to trade or engage the Services provided by Us in a particular manner; and
 - We do not warrant that the use of the Services will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Services, including public computer networks and the internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. We are not in any way responsible or liable for any such interference that prevents Your access or use of the Service
2. 6.2. We provide no warranty about the Services. Without limiting the foregoing, We do not warrant that the Services will meet Your requirements or that it will be suitable for Your purposes. To avoid any doubt, all implied conditions or warranties are excluded insofar as is permitted by law including,

without limitation, warranties of merchantability, fitness for purpose, title and non-infringement.

3. 6.3. You warrant and represent that You are acquiring the right to access and use the Site and agreeing to these Terms for the purposes of a trade and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply and use of the Site or these Terms.

7. SERVICE PERFORMANCE

1. 7.1. We deny all liability for the timely operation of the Services, where You or a third party is providing the computer equipment upon which the Service is depend upon for any part of its functionality.
2. 7.2. By using the Service, You confirm Your understanding that the timely operation of the internet and the World Wide Web is governed by constraints beyond Our the control. You accept that We are not liable for any perceived slow operation of the Services.
3. 7.3. By using the Services, you agree that all trading operations with Cryptocurrency are carried out by you definitively and irreversibly.
4. 7.4. We do not warrant that the Service will meet Your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected, or that the Service will be available at any particular time or location. You assume full responsibility and risk of loss resulting from Your use of the Service.

8. ACCOUNT FUNDING; TRANSFERS

1. 8.1. **Initial Account Funding:** Upon creation of an account on Our Site, We will provide You with a specific address where You can deposit Your Cryptocurrency. The Cryptocurrency You deposit will reflect in Your wallet balance (“Hosted Wallet”) and will be available for You to trade on the Site. You agree and acknowledge that once You have deposited the Cryptocurrency in accordance with Our instructions, the Cryptocurrency will be under Our control.

2. **8.2. Deposits:** You may periodically, at Your discretion, deposit Cryptocurrency to Your Hosted Wallet through the specific address for the Cryptocurrency provided by Us, any Cryptocurrency that are supported for transfer and storage using the Services. If You transfer to Your Hosted Wallet any Cryptocurrencies that are not supported by the Services, such Cryptocurrencies may be permanently lost.
3. **8.3. Withdrawals:** When You realise a profit or loss pursuant to a trade in respect of a Cryptocurrency, the amounts of Cryptocurrencies in Your Hosted Wallet will change accordingly. Only Cryptocurrencies that have not been blocked in an existing Order are available for withdrawal (“**Available Balance**”). In addition, there may be limits on the amounts that You are able to withdraw on a daily or other periodic basis.
4. **8.4. Other Applicable Terms:** You will be responsible for: (a) paying all fees charged by any third party service provider associated with any External Address along with the payment of any fees charged by Us for any Cryptocurrency trade execution; (b) ensuring that any deposit and/ or withdrawal are in compliance with Our requirements; (c) ensuring that the address to which Your Cryptocurrencies are to be deposited or withdrawn is properly formatted and suitable for the type of trade as per the Derivative Contract; and (d) ensuring that there are no errors in any of the transfer instructions You provide using the Services. In the event You fail to comply with any requirements of this Section 8.4, the transferred Cryptocurrencies may be permanently lost. The timing for completing any transfer will depend on third party actions that are outside of Our control and **UGM CTYPTO** makes no guarantee regarding the amount of time it may take to complete any transfer. We may impose limits on the amount of any inbound or outbound transfers, or suspend or terminate the ability to transfer Cryptocurrencies into or out of Your Hosted Wallet in order to comply with applicable laws or regulations, an order from law enforcement or other governmental authority, or otherwise at Our discretion.

9.EXCHANGE ORDERS AND TRADES

1. **9.1. Orders; Fees:** A “trade” is:
 - an exchange of Cryptocurrencies between You and another user of the Services; or

- an agreement to enter into a Cryptocurrency Activ with another user of the Services as supported through the Services (“**Order**”). An Order is created when You enter instructions to effect a trade using the Services. When You create an Order to trade Cryptocurrencies, You authorize Us to execute a trade for all or a portion of the number of Cryptocurrencies specified in Your Order in accordance with such Order. You agree to pay Us the specific fees (“**Commission Fees**”) for each trade made by You and authorize Us to deduct any such fees from Your Hosted Wallet.
2. **9.2. No Broker or Fiduciary Relationship:** UGM CTYPTO, is not Your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to You in connection with any Trades or other decisions or activities effected by You using the Services. No communication or information provided to You by Us is intended as, or shall be considered or construed as, advice.
 3. **9.3. Order Matching and Trade Execution:** Upon submission of an Order by You, Your Order will be included in Our order book for matching with Orders from other users. If all or a portion of Your Order is matched with another user, the Services will execute a trade. Upon execution of a trade, Your User Account will be updated to reflect that the Order has either been closed due to having been fully executed, or updated to reflect any partial fulfilment of the Order.
 4. **9.4. Cancellations:** You may only cancel an Order initiated via the Services if such cancellation occurs before Your Order has been matched with an Order from another user. Once Your Order has been matched with an Order from another user, You may not change, withdraw, or cancel Your authorization in order for Us to complete such Order.
 5. **9.5. Trade Annulment:** Absent mutual consent of parties involved, we reserve the right to cancel or nullify trades in the event that:
 - the trade resulted from an identifiable interruption or malfunction of execution, settlement or communication system;
 - the trade that We, in our sole discretion, believe to be fraudulent, manipulative or disruptive to other Users or the Services;
 - the trade satisfies the mis-trade criteria described in the Exchange SOP & Policies;
 - the trade was executed using the profits from annulled trades;

- the trade was executed by any Account that has been hacked by unauthorized users and We determine in good faith that cancellation of the trades shall be in the best interest of Users or the Services; or
 - We believe in our sole discretion that Your Account or trading activities therein violates these Terms.
6. **9.6. Insufficient Currencies:** If in the event You have an insufficient amount of available balance/ Currencies in Your Hosted Wallet to fulfill an Order on the date of the trade, We may cancel the entire Order or may fulfill a partial Order that can be covered by the Currencies based on the available balance in Your Hosted Wallet (after deducting any fees payable to Us connection with the trade).

7. **9.7. Interaction amongst Users**

- We provide You and other users of the Services with the option to interact with each other through messages on the Site.
 - We endeavour to ensure safe and enjoyable interactions between all users of the Services. However, We do not bear any liability or responsibility for any user interactions. We are not responsible if You intentionally, or otherwise, disclose Your personal information to other users in the free text areas of the Site, email correspondence, or in any publicly accessible forum. You agree to use caution in all interactions with other users, in any manner and through any medium.
8. **9.8. Unacceptable Use or Conduct:** You will not
- violate any law, regulation, contract, intellectual property or other third-party right, or commit a tort while using the Services;
 - use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner;
 - use any robot, spider, crawler, scraper, or other automated means or interface not provided by Us to access the Services or to extract data;
 - use or attempt to use another user's account without authorization;
 - attempt to circumvent any content filtering techniques We employ, or attempt to access any Service or area of the Services that You are not authorized to access;
 - introduce to the Services any malware, virus, trojan worms, logic bombs, or other harmful material;

- develop any third-party applications that interact with our Services without our prior written consent, or unless otherwise agreed;
- provide false, inaccurate, or misleading information;
- post content or communications that are, in our sole discretion, libellous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;
- post content containing unsolicited promotions, political campaigning, or commercial messages (SPAM) or any chain messages or user content designed to deceive or trick the user of the Service;
- post content containing private information of any third-party including, but not limited to, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers; or
- encourage or induce any third party to engage in any of the activities prohibited under this Section.

10. COMPLIANCE WITH LAW

1. 10.1. You are responsible for complying with all applicable laws related to Your trading activities and other use of the Services, including without limitation any reporting obligations and payment of all applicable taxes. You will determine what, if any, taxes apply to the Trades and any other transactions You complete via the Services, and it is Your responsibility to report and remit the correct tax to the appropriate tax authority. We will not be responsible for determining whether taxes apply to Your trades or for collecting, reporting, withholding, or remitting any taxes arising from any trades.

11. ANTI MONEY LAUNDERING

1. 11.1. You acknowledge that due to anti-money laundering regulations within Your jurisdiction, but We may require further documentation for verifying Your identity and the source of funds used to trade using the Services. You further agree to provide Us, at any time, with such information as We determine to be necessary and appropriate to verify compliance with the anti-money laundering regulations of any applicable jurisdiction or to respond to requests for information concerning Your identity from any governmental authority, self-regulatory organization or financial institution in connection with its anti-money laundering compliance procedures, and to update such information as necessary.

12. CHANGES; SUSPENSION; TERMINATION

1. **12.1. Suspension or Termination of Services and Account:** We may, at Our discretion and without liability to You, with or without prior notice and at any time, temporarily suspend or permanently terminate Your access to all or a portion of any Services.
2. **12.2. Termination by User:** You may also at Your sole discretion terminate Your Account by sending us a written request stating Your intentions to do so. Upon the receipt of Your request, We will provide You with a written notice of 5 (five) days (“Notice Period”) to permanently terminate Your Account. You shall be required to withdraw all the Cryptocurrencies available in Your Hosted Account within the Notice Period, failing which the balance Cryptocurrencies in Your Hosted Wallet will be permanently lost and **UGM CTYPTO**, shall not be in any way obligated or liable to recover Your lost Cryptocurrencies in any manner whatsoever.
3. **12.3. No Liability:** We will not be liable for any losses suffered by You resulting from any modification of any Services or from any suspension or termination of Your access to all or a portion of any Services. If and when Services resume, You acknowledge that Cryptocurrency exchange rates may differ significantly from the valuations and rates prior to such event.
4. **12.4. Effect of Termination:** In the event of discontinuation of all Services or other termination of Your right to access all Services: (a) all amounts payable by You to Us or against any matched Order will immediately become due; (b) We may delete or deactivate Your User Account and all related information and files in such account without liability to You; and (c) We may cancel any existing positions and open orders at the time of discontinuation or termination. In the event of discontinuation or termination of all Services or discontinuation or termination of transfer or storage Services for all or some Cryptocurrencies, We will use commercially reasonable efforts, unless prohibited in order to comply with applicable laws or regulations or by order of law enforcement or other governmental authority, to provide You with a period of 90 (Ninety) days to remove the affected Cryptocurrencies from Your Hosted Wallet.

13. PROPRIETARY RIGHTS

1. 13.1. **Ownership of Services:** The Services and all technology, content and other materials used, displayed or provided in connection with the Services including the Site (“**UGM CTYPTO Materials**”) together with all intellectual property rights in any of the foregoing are, as between You and Us, owned by Us or Our licensors.
2. 13.2. **Limitations:** You may use the **UGM CTYPTO Materials** solely as authorized by Us in connection with Your use of the Services for as long We permit You to continue to access the Services. Without limiting the foregoing: You will not (a) resell, lease, lend, share, distribute or otherwise permit any third party to use the Site, Services or Our materials or use the Site, Services or **UGM CTYPTO Materials** in any service bureau environment; (b) modify or create derivative works of the Site, Services or Our materials, or any portion thereof; (c) frame, display or incorporate the Site, Services or **UGM CTYPTO Materials** in any website or any other work of authorship; (d) decompile, disassemble, reverse engineer or attempt to discover the source code of the Site, Services or **UGM CTYPTO Materials**; (e) use the Site, Services or **UGM CTYPTO Materials** to design, develop or create any competing product or service; or (f) otherwise use the Site, Services or **UGM CTYPTO Materials** for any commercial or non-commercial purpose other than their intended purposes determined at Our discretion. ” **UGM CTYPTO**”, any product or service names, logos, and other marks used on the Site or **UGM CTYPTO Materials**, or otherwise in connection with the Services, are trademarks owned by Us or its licensors. You may not copy, imitate or use them without **UGM CTYPTO**’s prior written consent.

14. THIRD-PARTY CONTENT

1. 14.1. In using the Services, You may view content provided by third parties (“**Third-Party Content**”). We do not control, endorse, or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable. In addition, Your business dealings or correspondence with such third parties are solely between You and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and You understand that Your use of Third-Party Content, and Your interactions with third parties, is at Your own risk.

15. DISCLAIMER OF WARRANTIES

1. 15.1. To the maximum extent permitted under applicable law, the Site, the Services, the materials and any Service provided by or on behalf of Us are provided on an “as is” and “as available” basis and We expressly disclaim, and You waive, any and all other warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title or non-infringement or warranties arising from course of performance, course of dealing or usage in trade. Without limiting the foregoing, does not represent or warrant that the Site, the Services or Our materials are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components.

16. INDEMNIFICATION

1. 16.1. You will defend, indemnify, and hold harmless **UGM CTYPTO**, its affiliates, and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, “**Indemnified Parties**”) from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys’ fees, arising out or relating to (a) Your use of, or conduct in connection with, the Services; (b) Your violation of these Terms; or (c) Your violation of any applicable law or the rights of any other person or entity. If You are obligated to indemnify any Indemnified Party, We, at Our discretion, will have the right to control any action or proceeding and to determine whether We wish to settle, and if so, on what terms.

17. LIMITATION OF LIABILITY

1. 17.1. In no event will the liability of **UGM CTYPTO**, its affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors arising out of or in connection with Site, the Services, the **UGM CTYPTO** Materials, any performance or non-performance of the services, or any other product, service or other item provided by or on behalf of Us, whether under contract, statute, strict liability or other theory (including, for avoidance of doubt, any negligence by Us) exceed the amount of the fees paid by You to Us under this agreement in the twelve-month period immediately preceding the event giving rise to the claim for liability.

18. DISPUTE RESOLUTION

1. 18.1. With the exception only of disputes related to the enforcement or validity of Our intellectual property rights, all disputes, controversies or claims arising out of or relating to these Terms or the Services, will be resolved through confidential binding arbitration held, in accordance with the rules of the International Arbitration Center. (“**Rules**“).
2. 18.2. You agree that any dispute arising out of or related to these Terms or the Services is personal to You and Us and that any dispute will be resolved solely through individual arbitration. The arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

19. GOVERNING LAW

1. 19.1. The interpretation and enforcement of these Terms, and any dispute related to these Terms or the Services, will be governed by and construed and enforced in accordance with the laws of Great Britain, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. You agree that We may initiate a proceeding related to the enforcement or validity of Our intellectual property rights in any court having jurisdiction.

20. OTHER TERMS

1. 20.1. **Remedies:** If You violate any of these Terms, We may, as We determine reasonably necessary to remedy or mitigate Your violation, delete all or part of such information transmitted by You, suspend or cancel Your User Account, or confiscate Cryptocurrencies owned by You without any prior notice to You. We shall in no event be responsible or liable for any damage incurred by the user as a result of an action taken by Us pursuant to this paragraph. Any right or remedy of UGM CRYPTO set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under statute, at law or in equity.

2. **20.2. Affiliates and Contractors:** An “Affiliate” is, with respect to a legal entity, another legal entity that controls, is under common control with, or is controlled by the first legal entity. The Site and any Services may be operated or provided by Us, Our Affiliates or their respective contractors. To the extent that Our Affiliate, or contractor is operating or providing any Services, the Affiliate or contractor’s provision of such Services will be under terms identical to these Terms substituting the Affiliate or contractor’s name wherever UGM CRYPTO’s name occurs in these Terms.
3. **20.3. Non-waiver:** Our failure or delay in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof.
4. **20.4. Severability:** The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.
5. **20.5. Force Majeure:** We will have no responsibility or liability for any failure or delay in performance of any Services, or any loss or damage that You may incur, due to any circumstance or event beyond Our control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, or equipment or software malfunction
6. **20.6. Assignment:** You may not assign or transfer any right to use the Services or any of Your rights or obligations under these Terms without prior written consent from Us, including by operation of law or in connection with any change of control. We may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining Your consent or approval.
7. **20.7. Entire Agreement; Order of Precedence:** These Terms contain the entire agreement and supersede all prior and contemporaneous understandings between the parties regarding the Services. In the event of any conflict between these Terms and any other agreement You may have with Us, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.