

POLEMOS TERMS OF SERVICE

These terms of service constitute the agreement between: you (“User” or “you”) and Polemos Foundation (“we,” “us”, and “our”), or any other entity contracted by Polemos Foundation, in relation to Polemos Services (as defined below in section 1.1.1).

By using our Polemos Services, you confirm that you have read, understood, and accepted these Polemos Terms and any and all other rules or policies referenced in these terms, including our Privacy Policy (collectively the “Terms”), and you acknowledge and agree that you shall be legally bound by any and all of these terms and conditions regardless of your location, nationality, and/or Services used. These Terms affect your legal rights and obligations, including but not limited to the binding arbitration provisions that may significantly affect your legal rights, including your right to file a lawsuit in court and to have a jury hear your claims. If you do not agree to be bound by these Terms, do not access or use the Polemos Services.

1. INTERPRETATION AND REVISION

1.1 Definitions

1.1.1 Polemos Services

The term “Polemos’ Services”, or “Services” shall be taken to refer to the use of our websites and various services provided to you by us that are based on Internet and/or blockchain technologies and offered via our websites, mobile applications, clients and other forms (including new ones enabled by future technological development).

1.1.2 Users

Refers to all individuals, institutions or organisations that access, download or use Polemos’ Services and who meet the criteria and conditions stipulated by us. If there exist other agreements for such entities as developers, distributors, market makers, and digital currencies exchanges, such agreements shall be followed.

1.1.3 Digital Assets

Refers to any digital asset (including a virtual currency or virtual commodity) which is a digital representation of value based on (or built on top of) a cryptographic protocol of a computer network.

1.1.4 Supported Digital Asset

Refers to only those particular Digital Assets listed as available to trade or custody in your Digital Asset Wallet (as defined below). Services and supported assets may vary by jurisdiction.

1.1.5 Polemos Account(s)

Refers to the foundational virtual accounts, including main accounts and subaccounts, which are opened by us for Users to record their usage of Polemos’ Services, transactions, asset changes and basic information. Polemos Accounts serve as the basis for Users to enjoy and exercise their rights on the ecosystem.

1.1.6 Force Majeure

Refers to any failure or delay in the performance of our obligations if such delay or failure results from events, circumstances or causes beyond our reasonable control.

1.1.7 A “day” in these Terms means the period of 24 consecutive hours. A calendar day is determined based on UTC time zone.

1.2 We reserve the right to alter, revise, modify, and/or change these Terms at any time. All changes will take effect immediately upon being published on our websites. It is your responsibility to regularly check relevant pages on our websites/applications to confirm the latest version of the Terms. If you do not agree to any such modifications, your only remedy is to terminate your usage of our Services and cancel your account. You agree that, unless

otherwise expressly provided in these Terms, we will not be responsible for any modification or termination of our Services by you or any third party, or suspension or termination of your access to our services.

1.3 Eligibility to Use the Polemos Services

1.3.1 You understand and acknowledge that:

- (A) You have agreed to abide by the Terms and you are eligible and not to be prohibited from using the Services defined therein;
- (B) If you are registering on our websites to use our Services, on behalf of a legal entity, in order to effectively accept these Terms, you declare and guarantee that (i) such legal entity is legally established and valid in accordance with applicable laws; (ii) you are duly authorized by the legal entity to have the right to act on their behalf.
- (C) You have the experience and risk tolerance of using the Service, and have the experience and knowledge to invest in non-guaranteed cryptocurrencies products;
- (D) You should carefully consider and use clear judgment to evaluate your financial condition and the above-mentioned risks before making any decision to use the Polemos Services, and bear all the losses arising therefrom;
- (E) In order to use the Polemos Services, you have the ability to perform operations on the Internet;
- (F) These Terms do not conflict with the laws of your country or region, and you promise that you will comply with the laws of your country or region;
- (G) You are the legal Owner (as defined below in section 6.1) of the Digital Assets in your Polemos Account and guarantee that the sources of these assets are legal.

2. PROHIBITED CONTENT

2.1 You may only use the Polemos' Services if you comply with these Terms, applicable third-party policies, and all applicable laws, rules, regulations and related guidance. The following conduct is prohibited:

- 2.1.1 using the Services for, or to promote or facilitate, illegal activity (including, without limitation, money laundering, financing terrorism, tax evasion, buying or selling illegal drugs, contraband, counterfeit goods, or illegal weapons);
- 2.1.2 exploiting the Services for any unauthorized commercial purpose;
- 2.1.3 uploading or transmitting viruses, worms, Trojan horses, time bombs, cancel bots, spiders, malware or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services;
- 2.1.4 attempting to or actually copying or making unauthorized use of all or any portion of the Services, including by attempting to reverse compile, reformatting or framing, disassemble, reverse engineer any part of the Services;
- 2.1.5 harvesting or otherwise collecting information from the Services for any unauthorized purpose;
- 2.1.6 using the Services under false or fraudulent pretences or otherwise being deceitful;
- 2.1.7 interfering with other users' access to or use of the Services;
- 2.1.8 interfering with or circumventing of the security features of the Services or any third party's systems, networks or resources used in the provision of Services;
- 2.1.9 engaging in any attack, hack, denial-of-service attack, interference, or exploit of any smart contract in connection with use of the Services (and operations performed by a user that are technically permitted by a smart contract may nevertheless be a violation of these Terms, and the law); or

- 2.1.10 engaging in any anticompetitive behaviour or other misconduct.
- 2.2 Violating our rules may result in our intervention. You agree and acknowledge that if you use the Services to engage in conduct prohibited by any applicable law, we permanently reserve the right to completely or partially restrict or revoke your access to the Services, either completely or for a period of time, at our sole discretion. We reserve the right to amend, rectify, edit, or otherwise alter transaction data to remediate or mitigate any damage caused either to us or to any other person as a result of a user's violation of these Terms or applicable law.
- 2.3 We reserve the right to investigate violations. We reserve the right to investigate and prosecute any suspected breaches of these Terms. We may disclose any information as necessary to satisfy any law, regulation, legal process, or governmental request.

2.4 **Restrictions for Polemos Services:**

Under the following circumstances, we may suspend or terminate any of our Services and may restrict the functions of those Services that you may use:

- 2.4.1 You have violated the provisions of laws and regulations or these Terms;
- 2.4.2 In accordance with the applicable laws and regulations or the requirements of the competent authorities;
- 2.4.3 When there is abnormal operation in your Polemos Account;
- 2.4.4 There exist risks in your Polemos Account;
- 2.4.5 You may have made improper profits as result of a mistaken transfer of assets into your Polemos Account by others;
- 2.4.6 You may have mishandled another person's Polemos Account or verified the identity of another person's Polemos Account;
- 2.4.7 Any of the Services is suspended, terminated, discontinued or restricted according to these Terms;
- 2.4.8 Force Majeure;
- 2.4.9 Due to software and hardware service system maintenance or upgrade;
- 2.4.10 Other circumstances where we, based on our reasonable judgement, believe that it is necessary to suspend or terminate the provision of any of our Services.
- 2.4.11 If you have any acts including without limitation, any breach of these Terms, infringement, or fail to perform these Terms before any of our Services are suspended, terminated, discontinued or restricted, you shall still be responsible for the corresponding liabilities.

3. **PARENTAL/GUARDIAN SUPERVISION FOR MINOR USERS**

- 3.1 We will provide clear information to you about the kind of Services offered, if it is moderated and what form of moderation is used (including whether it is human or technical).
- 3.2 We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any Service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant Service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any Service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any Service by a user in contravention of our content standards, whether the Service is moderated or not.
- 3.3 The use of any of our Services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use our Services that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

4. **INTELLECTUAL PROPERTY**

- 4.1 We and our affiliates are the legitimate owners/users of the intellectual property of the content contained in our Services and our affiliates' systems, websites, and any or our Services, including but not limited to works, pictures, files, information, materials, website architecture, website visual designs, web pages designs, and such intellectual property includes but not limited to trademarks, patent, copyrights, trade secrets, etc.
- 4.2 You shall not use, modify, reverse compile, copy, publicly disseminate, change, distribute, issue or publicly publish our website program or the content of any of our Services provided by us and our affiliates without the prior written agreement of the same. You shall be liable for damages in case of breach.

5. **REPRESENTATIONS AND WARRANTIES**

You hereby represent, warrant and undertake that:

- 5.1 You will transfer all Digital Asset(s) in your Polemos Wallet (as defined below in section 6.1) in the event of any technical fault or error on our Services to a designated wallet on our written request;
- 5.2 You shall not tamper or modify the Digital Asset(s) in your Polemos Wallet (as defined below in section 6.1) in any way that results in any damage to the Digital Asset(s) or any prevention of transfer of the Digital Asset(s).
- 5.3 The source of the Digital Asset(s) staked in our Services is legitimate, and the ownership is not disputed;
- 5.4 The Digital Asset hereunder is not subject to any litigation, preservation, mortgage, judicial freeze, and enforcement and thus becomes unenforceable, otherwise you shall be deemed to have breached these Terms and shall bear all responsibilities;
- 5.5 You shall not lose your ability to pay under your obligations of repayment under any of our Services as a result of occurrence of other events including, litigation, preservation, mortgage, judicial freeze, and enforcement. Otherwise, it shall be deemed that you have defaulted and you shall be responsible for all economic losses and legal liabilities;
- 5.6 You will not infringe our legitimate rights and interests;
- 5.7 You are not on the sanctions list issued by any government and international organizations;
- 5.8 You undertake that if the above representations, warranties and covenants are no longer correct, complete and valid due to changes in the applicable laws, you will immediately notify us in writing.
- 5.9 You hereby acknowledge that if you breach the foregoing representations, warranties and covenants, we shall have the right to stop providing you with any and all of our Services. If we suffer losses due to your breach of the foregoing representations, warranties and covenants, we have the right to hold you liable for the breach of these Terms.

6. **LENDING AND BORROWING DIGITAL ASSETS ON POLEMOS**

6.1 **Definitions**

Armory Rental Service: the lending and borrowing service as part of our Services.

Commission Fee: means our commission fees based on the fee accrual system on Armory Rental Service.

Owner(s): means the Armory users and/or us who directly stake in the Armory Rental Service with their own Digital Assets and lend the Digital Assets;

Polemos Wallet: means the wallet function on our Services controlled by us.

Rent Price: means the price defined by us from time to time in relation to the .

6.2 **Use of Armory Rental Service**

- 6.2.1 The exact Rent Price for the Rental of these Digital Assets is published on an "as is" and "as available basis" on the Armory Rental Service from time to time.

- 6.2.2 If you are registering on our website to use our Armory Rental Service, in your personal capacity, in order to effectively accept these Terms, you must be at least 18 years old (or the age of majority in your jurisdiction), with full civil rights and civil capacity, and have all the necessary authorities and abilities to sign these Terms. Once signed, it is binding on you.

6.3 Lending

- 6.3.1 When utilising the Armory Rental Service as an Owner, you agree that there are certain risks involved as set out in section 8.5 of these Terms. Accordingly, you agree that we are indemnified from any and all liabilities should any of the events in section 8.5 occur.
- 6.3.2 The Rent Price's fee accrual system is determined by us. You agree that the fee accrual system is determined by the total rental income and other Digital Assets staked on the Armory Rental Service.
- 6.3.3 The Owner agrees and authorises us to deduct its Commission Fee from the total Rent Price before distributing the allocations based on the fee accrual system on the Armory Rental Service.
- 6.3.4 The Owner is responsible for collecting their portion of the Rent Price, i.e. their yield and claim fees on the Armory Rental Service.
- 6.3.5 Lenders agree there is some risk to the asset lent, that they must claim fees/yield allocated to them (which will be paid with 5 business days of the claim), that fee accrual is at our sole discretion and will depend on total rental income and other assets staked in our Services, and that we will deduct a fee from the total rental income before allocations to lenders are calculated.

6.4 Borrowing

- 6.4.1 The Owner defines the Rent Price and the maximum duration of such the Digital Asset(s) before listing it on the marketplace.
- 6.4.2 After the User confirms the Digital Asset(s) they would like to rent, they shall submit an order to borrow that Digital Asset(s) on the marketplace available on the Armory Rental Service.
- 6.4.3 Once the request is approved, the relevant Digital Assets will be deposited in your Polemos Wallet in accordance with these Rental Terms.

6.5 Fees and Payment

- 6.5.1 Any transaction from the site or marketplace will be done through smart contracts on a blockchain using a wallet. Any financial transactions that you engage in will be conducted solely through the blockchain via a wallet. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. Accordingly, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage on our website or using the smart contracts, or any other transactions that you conduct via the selected Blockchain network,
- 6.5.2 The blockchain requires the payment of a transaction fee (a "Gas Fee") for every transaction that occurs on the network. The Gas Fee funds the network of computers that run the your selected blockchain. This means that you will need to pay a Gas Fee for each transaction that occurs via the Services.
- 6.5.3 In addition to the Gas Fee, each time you utilize a Smart Contract to conduct a transaction with another user via the Armory Rental Service, you authorize us to collect a commission published on the Armory Rental Service from time to time (each, a "Commission Fee"). You acknowledge and agree that the Commission Fee will be transferred directly to us through the selected blockchain as a part of the transaction.
- 6.5.4 As between us, you will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income)

now or hereafter claimed or imposed by any governmental authority (collectively, "Taxes") associated with your use of our Services (including, without limitation, any Taxes that may become payable as the result of your ownership, transfer of any Digital Asset). Except for income taxes levied on us, you: (i) will pay or reimburse us for all national, federal, state, local, or other taxes and assessments of any jurisdiction, including value-added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (ii) shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms.

6.6 Restrictions on this Armory Rental Service

Under the following circumstances, we may suspend or terminate this Service and may restrict the functions of this Service that you may use:

- 6.6.1 Upon the occurrence of the following circumstances, you agree and authorize us to directly retrieve the Digital Assets in your Polemos Wallet:
 - (A) The term of the Rental Service as agreed in these Terms has expired;
 - (B) You have been held criminally responsible for any illegal acts;
 - (C) Your whereabouts are unknown, and have been declared missing or deceased, and there are no heirs or legal representatives claiming relevant rights within 10 days after we become aware of your status as above-mentioned.
- 6.6.2 Upon occurrence of any of the events above, you agree and authorize us to execute the retrieval of the Digital Asset on your behalf; whereupon we shall send you a written notification. After the notification is issued, we will transfer the Digital Asset(s) back to the Owner's wallet.
- 6.6.3 Other circumstances where we, based on its reasonable judgement, believe that it is necessary to suspend or terminate the provision of this Service.
- 6.6.4 If you have any acts including without limitation, any breach of these Terms, infringement, or fail to perform these Terms before this Service is suspended, terminated, discontinued or restricted, you shall still be responsible for the corresponding liabilities.

7. DEFAULT LIABILITIES

- 7.1 You shall pay the Service Fees under these Terms in a timely manner.
- 7.2 You shall take all possible measures to ensure that we are held harmless from any damages caused by your use of the Service or other activities related to your Polemos Account, otherwise you shall be liable for losses suffered by us.
- 7.3 You hereby acknowledge and agree to defend and indemnify any claims or requests (including reasonable legal fees) resulting from your breach of these Terms, your improper use of our Services, your violation of any laws or infringement of any third party rights, any third party's actions or omissions with respect to the authorized use of your Polemos Account, or access to our websites, apps, and systems (including networks and servers used to provide any Polemos Services, regardless of whether such websites, apps, and systems are operated by us, or operated for us, or operated to provide Polemos Services to you), and make every effort to hold us harmless.

8. LIMITATION OF LIABILITY

- 8.1 YOU EXPRESSLY AGREE THAT YOUR USE OR NON-USE OF THIS SERVICE AND RELATED SERVICES ARE AT YOUR OWN RISK. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY UNDER THESE TERMS, THE SERVICES, ALL PRODUCTS AND SERVICES PROVIDED TO YOU THROUGH THIS SERVICE AND RELATED SERVICES PROVIDED TO YOU ARE STRICTLY OFFERED ON AN "AS IS" AND "AS AVAILABLE"

BASIS, AND WE AND OUR AFFILIATES OR ITS SERVICE PROVIDERS OR SUPPLIERS MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES TO YOU OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, THE FITNESS, NO ERRORS OR OMISSIONS, CONTINUITY, ACCURACY, RELIABILITY OF THIS SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. WE DO NOT MAKE ANY UNDERTAKINGS AND WARRANTIES FOR THE VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR TIMELINESS OF THE TECHNOLOGY AND INFORMATION IN CONNECTION WITH THIS SERVICE OR OTHER SERVICES PROVIDED BY US.

- 8.2 NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT LIABILITY OF EITHER PARTY FOR FRAUD, DEATH OR BODILY INJURY CAUSED BY NEGLIGENCE, VIOLATION OF LAWS, OR ANY OTHER ACTIVITY THAT CANNOT BE LIMITED OR EXCLUDED BY LEGITIMATE MEANS.
- 8.3 Like any asset, the value of Digital Assets may fluctuate significantly, and there is a huge risk that Users may incur economic losses when buying, selling, holding or investing in Digital Assets and related transactions. Whether to use our Services is the User's personal decision and the User shall bear any and all of the risks and potential losses. We do not make any express or implied warranties for the market, value or price of Digital Assets. Users acknowledge and understand the instability of the digital asset market. The price and value of Digital Assets may fluctuate or collapse at any time. Trading Digital Assets is the free choice and decision of Users, and Users shall bear their own risks and possible losses. Your use of any of our Services means that you confirm and agree: (1) You fully understand all of the risks associated with Digital Assets and related transactions; (2) You agree to solely bear any and all risks and losses associated with the use of our Services and engaging transactions involving Digital Assets; (3) We shall not be responsible for any such risks or losses or adverse consequences.
- 8.4 We cannot fully guarantee the authenticity, sufficiency, reliability, accuracy, completeness or validity of the content on our Services, and shall not bear any legal liabilities arising therefrom. The User shall rely on the User's independent judgment to conduct transactions, and the User shall bear all responsibilities for User's judgment.
- 8.5 You accept and acknowledge that if we are unable to provide any services due to the following reasons, we and our affiliates will be exempt from indemnification and other legal liabilities. These circumstances include but limited to:
- 8.5.1 Service suspension for maintenance as announced by us;
 - 8.5.2 Hackers attack us and any of our Services to steal user account passwords, secret keys, APIkey, and other information, resulting in losses caused by illegal hacking into the User's accounts and / or illegal transfer of Digital Assets;
 - 8.5.3 System failure to transmit data as a result of telecom equipment failures;
 - 8.5.4 Force Majeure or accidents, such as typhoon, earthquake, tsunami, flooding, plague, power outage, war, turmoil, government actions, terrorist attacks and others that lead to the suspension of our Services;
 - 8.5.5 Service interruption or delay caused by reasons affecting the normal operation of the network, such as hacker attacks, computer virus intrusion or attack, technology adjustment or technical failure of the telecommunications sector, website upgrades, banking issues, temporary shutdown due to government regulations.
 - 8.5.6 Service interruption or delay caused by the computer system of our Services being damaged, defective or unable to perform normally;
 - 8.5.7 Losses caused by technical problems that cannot be predicted or solved by the existing technology of the industry;
 - 8.5.8 Loss suffered by you or other third parties due to the fault or delay of a third party;

- 8.5.9 Policy risks arising from currencies trading being shut down, suspended or prohibited by the relevant government authorities, and restrictions and prohibitions on any digital asset entrusted management or any of our Services;
- 8.5.10 Maintenance or upgrade due to software and hardware service system downtime; or
- 8.5.11 Other losses not attributable to us due to external uncontrollable events.

You agree and accept that the above reasons may lead to abnormal transactions, market interruptions and other possible abnormal circumstances, we reserve the right to refuse to execute your commands based on the actual circumstance. You understand and agree that we shall not be liable to any of your losses (including but not limited to direct or indirect losses, actual losses or loss of possible yield and other similar losses).

- 8.6 You shall bear the risk of any losses of the Digital Assets under this Service due to the above reasons. Notwithstanding the foregoing, we will still take reasonable actions actively to resume this Service.
- 8.7 You acknowledge that you fully understand all rules and policies related to any of our Services. If you misunderstand the rules and policies, we are not liable for your losses.
- 8.8 For abnormal transactions, market interruption, and other abnormal conditions caused by system failure, network failure, DDos and hacker attacks and other unexpected factors not attributable to us, we have the right to, based on the actual conditions, cancel the abnormal transaction, or rollback all the transactions to a certain period of time. We assume no liability for damages in connection with such cancellation or rollback of the abnormal transaction.
- 8.9 You understand that technical problems may occur unexpectedly. We are not liable for any losses caused by technical issues, including but not limited to:
 - 8.9.1 Failure, delay, interruption or other malfunction in accessing the Service.
 - 8.9.2 Suspension, slowing down, unresponsiveness, or other malfunction due to overload.
 - 8.9.3 Failure caused by the inability to properly obtain necessary data from third parties via the Internet.
- 8.10 If the loss of the account passwords or keys is caused by you or your authorized representative (if applicable), you shall be liable for the risks and consequence resulting therefrom, and we shall not be liable to you for such losses.
- 8.11 If your authorized representative (if applicable) cannot or refuses to provide the necessary authorization or cooperate with the performance of these Terms, you are responsible for the risks and consequences resulting therefrom, and we shall not be liable to you for such losses.
- 8.12 If the Digital Assets under this Service is sealed, frozen, or deducted by the competent authorities due to reasons caused by the related parties other than the Parties hereof, we have the right to be exempted from the liability and is not liable for any compensation.
- 8.13 The aggregate liability of us shall not exceed the Service Fee we received from you.
- 8.14 In accordance with applicable laws or as required by the competent authorities, we may provide any of your information (including but not limited to identity information, trading information, etc.) to the competent authorities, and shall assume no liability for the consequences arising from the provision of such information.
- 8.15 We assume no responsibility to you for any of your losses and other relevant consequences caused by the third parties.
- 8.16 **Software protocols and operational challenges**
 - 8.16.1 The software protocols that underlie Digital Assets are typically open-source projects, which means that (i) the development and control of such Digital Assets is outside of our control and (ii) such software protocols are subject to sudden and dramatic changes that might have a significant impact on the availability, usability or value of a given digital asset. You are aware of and accept the risk of operational challenges. We may experience sophisticated cyberattacks, unexpected surges in activity or other operational or technical difficulties that may cause interruptions to the Services. You understand that the Services may experience operational issues that lead to delays. You agree to accept the risk of transaction failure resulting from

unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks. You agree not to hold us accountable for any related losses.

8.16.2 All Users understand that the technology underlying Digital Assets is subject to change at any time, and such changes may affect your assets stored on our Services. You claim full responsibility for monitoring such technological changes and understanding their consequences for your Digital Assets. Users conduct all trading on their own account and we do not take any responsibility for any loss or damage incurred as a result of your use of any of our Services or your failure to understand the risks involved associated with Digital Assets use generally or your use of our Services.

8.17 You agree and accept that we shall not be liable for any losses caused by the risks described in section 8 of these Terms (including but not limited to any direct or indirect losses, actual losses or possible loss of profits).

9. **MANDATORY MEASURES**

9.1 We strictly prohibit unfair trading practices. Based on our own judgment, we reserve the right to exercise control over your account at its sole discretion if you participate in the following actions:

9.1.1 participating in price manipulation or any other malicious market behaviour;

9.1.2 harming other users or us by exploiting vulnerabilities in our Services or other unreasonable means; and

9.1.3 participating in any other activities that we consider harmful to the market.

9.2 In order to comply with changes in laws or regulations, or to maintain the overall health of the market, we will, at our sole discretion, change its policies, rules or implement emergency rules from time to time. Such changes or implementations may lead to your inability to access the Services temporarily or disrupt other services. We are not responsible for your losses resulting therefrom.

10. **NO BUSINESS, LEGAL, FINANCIAL OR TAX ADVICE**

The User acknowledges and agrees that no information provided by us, notwithstanding whether included in these Terms or any other document or statement, shall be deemed as business, legal, financial or tax advice. The User may and should consult his own business, legal, financial or tax advisers regarding especially, inter alia, the individual chances, opportunities, risks, obligations or further costs arising from the reception of and in connection with Digital Assets under any of our Services. We are not your broker, dealer, agent or consultant. The User acknowledges and agrees that in any transactions or other decisions or activities through which you use any of our Services, we do not have a fiduciary relationship or fiduciary duty with you. No communication or information provided by us to you, notwithstanding whether included in these Terms or any other document or statement, shall be deemed, considered or interpreted as investment advice, business advice, legal advice, financial advice, tax advice, trading advice or any other type of advice. You shall determine whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial condition and risk tolerance, and you shall be solely responsible for any and all losses or liabilities. You should consult your own business, legal, financial or tax advisers regarding especially, inter alia, the individual chances, opportunities, risks, obligations or further costs arising from using this our Services. We do not recommend to you to buy, acquire, sell, transfer or hold any Digital Assets. Before making a decision to buy, sell, transfer or hold any Digital Assets, you shall conduct due diligence and consult your financial advisor before making any investment decision. We shall not be responsible for your decision to buy, sell, transfer or hold Digital Assets based on the information provided by us.

11. **THIRD PARTY WEBSITE DISCLAIMER**

Any links of third party websites in Polemos Services do not mean that we endorse any products, services, information and disclaimers provided therein, and we do not guarantee the accuracy of the information contained therein. We shall not be liable for any losses caused by your use of such third-party products and services. In addition, since we have no control over

the terms of use or privacy policies of third-party websites. Once you use any of our Services, it means that you know, understand and agree to all the terms of service, privacy policy and relevant transaction and operation rules (as amended from time to time) on the third-party websites. We and each third-party websites are independent legal entities, and these Terms shall not constitute any form of agency, partnership or cooperative relationship between the parties. We and each third-party website shall be responsible for its respective claims, debts and disputes arising from the performance of their respective contracts and agreements.

12. **GOVERNING LAW**

These Terms, your use of the Services, any claim, counterclaim or dispute of any kind or nature whatsoever arising out of these Terms, directly or indirectly, shall be governed by, and construed in accordance with the laws of [Singapore] without regard to the principles of conflicts of laws thereof.

13. **JURISDICTION AND DISPUTE RESOLUTION**

13.1 You acknowledge and agree that in the event of any dispute, controversy, difference or claim, including the existence, validity, interpretation, performance, breach or termination of the Terms or any dispute arising out of or relating to the Terms ("Dispute"), the parties shall first refer the Dispute to proceedings at the Singapore International Arbitration Centre ("SIAC") in accordance with SIAC's Mediation Rules in force for the time.

13.2 The Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Clause. This arbitration agreement shall be governed by Singapore law. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English. The award shall be final and binding on the Parties. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

14. **PROVISIONS, MODIFICATION AND AMENDMENTS OF THESE TERMS**

14.1 All other rules and regulations of ours, these Terms and other related agreements, rules, product and service introductions that we may publish from time to time shall be incorporated herein. Once the above content is officially released, it shall become an integral part of these Terms and you shall also be subject to it. Unless otherwise stated, these Terms shall prevail if the above content conflicts with these Terms.

14.2 We reserve the right to change the terms and conditions contained herein at any time at our sole discretion if necessary, and we have no obligation to notify you in advance. If we change the terms hereof unilaterally, we will post the revised terms immediately on our website. Please check the latest information available on that website. After the above changes are announced, your continued use of our Services shall be deemed as your acceptance of the changes to these Terms. If You do not agree with the changes to these Terms, you must stop using our Services.

14.3 You should read these Terms and any other relevant agreements and rules that are incorporated herein as mentioned in above Clause 14.1 and Clause 14.2 carefully. If you have any questions regarding the above terms, please contact us, and we will provide reasonable and necessary clarifications. Unless otherwise required by us, you should contact us and transfer files to us via email ("Formal Communication"). You can also contact us informally by phone ("Informal Communication"). Unless otherwise agreed by parties, any Formal Communication should be in conducted in English. If there is any discrepancy between the English correspondence and the non-English correspondence, the English version shall prevail. If any terms of any Formal or Informal Communication are inconsistent with the terms of these Terms, the terms of these Terms shall prevail.

14.4 If there is a discrepancy between the English version of these Terms and the translation of other languages version, the English version of these Terms shall prevail.

15. **MISCELLANEOUS**

- 15.1 If any provisions of these Terms shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired in any way. However, if any provisions of these Terms shall be invalid, illegal or unenforceable under any such applicable law in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law, or if for any reason it is not deemed so modified, it shall be invalid, illegal or unenforceable only to the extent of such invalidity, illegality or limitation on enforceability without affecting the remaining provisions of these Terms, or the validity, legality or enforceability of such provision in any other jurisdiction.
- 15.2 No failure or delay by us in exercising any right, power or remedy it is entitled to under these Terms or by stipulation of law or regulation shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of such rights, power or remedies.
- 15.3 You may not transfer, in whole or in part, your rights and obligations hereunder to a third party. If the transfer is indeed desired, you shall notify us in writing and obtain our consent. We have the right to transfer, novate or assign any rights or obligations under these Terms by serving written notice on you, which takes effect upon the delivery of such notice.
- 15.4 Each party acknowledges that it has carefully read and fully understood all the terms of these Terms, and has voluntarily entered into these Terms. There exist no circumstances that might affect the validity of these Terms such as fraud, coercion, threats, obvious unfairness, and major misunderstandings.
- 15.5 The headings of all these Terms are for reading convenience only and have no actual meaning and shall not be used as a basis for interpretation of the meaning of these Terms.
- 15.6 We have the sole and final discretion of interpretation of these Terms.