

## **TERMS AND CONDITIONS**

### **I. INTRODUCTION**

This agreement is a computer-generated electronic record in terms of Rule 3 of the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules 2021 (as amended from time to time) and does not require any physical or digital signatures.

**Cryptowhale Advisors Private Limited** (“**Cryptowala**”, “Company”, “we”, “us”, “our”), an Indian company having corporate identification number **U66120TG2021PTC156653**, offers various products and services to certain users through our website [www.CRYPTOWALA.com](http://www.CRYPTOWALA.com) (<https://CRYPTOWALA.com>) and the associated mobile and software applications available on the Google Play Store and the Apple App Store.

Whereas access to and use of the Services (as defined below) and the Platforms (as defined below) is governed by these ‘Platform Terms of Use, read with the other Terms (as defined below). The terms and conditions relevant to any third-party product or service availed by you in connection with the Platform or Services (which may have to be read in consonance with these Terms) shall be deemed to be entered exclusively between you and the relevant third party.

By accessing or downloading or using any Platforms and/or Services in any manner or by otherwise impliedly or expressly accepting the Terms, you agree to be bound by the Terms and agree that you have read, understood and accepted the Terms.

We reserve the right to modify any Terms, at any point in the future, without prior notice to you. If we make material changes to these Terms of Use, we will notify you through a notice on the Platform home page. The date the Terms of Use were last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Platform and these Terms of Use to check for any changes. Your continued usage of the Platforms/Services will serve as your acceptance of the revised Terms. You shall remain liable for any acts or omissions during your association with the Platform.

Disclaimer: Crypto products, including Digital Assets, are unregulated and can be highly risky. There may be no regulatory recourse for any loss from such transactions.

By accepting the Terms and accessing the Platform and/or the Services, you are deemed to have understood, agreed to and accepted the risks, losses, and costs associated with the Platform/Services including but not limited to total loss / devaluation / seizure of your Digital Assets. If you do not understand, agree with, or accept the Terms in their entirety, you should not register for a User Account or access or use the Platform or any Service.

IT IS IMPORTANT THAT YOU FULLY UNDERSTAND THE RISKS INVOLVED BEFORE MAKING A DECISION TO USE THE SERVICES. YOU ACKNOWLEDGE THAT BUYING AND SELLING, IN DIGITAL

ASSETS (ALSO REFERRED TO AS VIRTUAL DIGITAL ASSETS, CRYPTO-ASSETS, CRYPTOCURRENCIES, CRYPTO TOKENS, ETC.) INVOLVES A HIGH DEGREE OF RISK. DIGITAL ASSETS ARE SUBJECT TO CONSTANT AND FREQUENT FLUCTUATIONS IN VALUE AND PLATFORM RATES, SECURITY RISKS, AND POTENTIAL REGULATORY INTERVENTION, AND THE VALUE OF YOUR DIGITAL ASSETS MAY INCREASE OR DECREASE AT ANY TIME. ACCORDINGLY, YOU MAY SUFFER ECONOMIC LOSSES, INCLUDING A COMPLETE LOSS OF THE ASSETS HELD IN YOUR ACCOUNT. FURTHER RISKS ASSOCIATED WITH DIGITAL ASSETS AND THE SERVICES ARE SET OUT IN THE TERMS. HOWEVER, IT DOES NOT EXPLAIN ALL OF THE RISKS THAT MAY ARISE, OR HOW SUCH RISKS RELATE TO YOUR PERSONAL CIRCUMSTANCES. YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE NATURE, SUITABILITY, AND APPROPRIATENESS OF THESE RISKS FOR YOU AND YOU SHOULD CONSIDER WHETHER AVAILING OR USING ANY SERVICE IS SUITABLE FOR YOU IN LIGHT OF YOUR PERSONAL AND FINANCIAL CIRCUMSTANCES. YOU ACKNOWLEDGE AND AGREE THAT CRYPTOWALA BEARS NO RESPONSIBILITY OR LIABILITY TO YOU OR ANY OTHER PERSON WHATSOEVER FOR ANY LOSSES OR GAINS INCURRED IN CONNECTION WITH YOUR USE OF THE SERVICES.

CRYPTOWALA MAY PROVIDE EDUCATIONAL INFORMATION AND CONTENT ABOUT DIGITAL ASSETS, INCLUDING BLOG POSTS, ARTICLES, LINKS TO THIRD-PARTY CONTENT, NEWS FEEDS, TUTORIALS, AND VIDEOS. ANY SUCH INFORMATION OR CONTENT DOES NOT CONSTITUTE INVESTMENT ADVICE, FINANCIAL ADVICE, TRADING ADVICE, OR ANY OTHER SORT OF ADVICE. CRYPTOWALA DOES NOT GIVE ADVICE OR RECOMMENDATIONS REGARDING THE TRADING OF DIGITAL ASSETS, INCLUDING THE SUITABILITY AND APPROPRIATENESS OF, AND INVESTMENT STRATEGIES FOR, DIGITAL ASSETS, AND WHETHER ANY DIGITAL ASSET SHOULD BE BOUGHT, EARNED, SOLD OR HELD BY YOU. WE DO NOT SEEK TO INFLUENCE OR AFFECT YOUR DECISION-MAKING PROCESS IN ANY WAY WHATSOEVER. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY CRYPTOWALA, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, NOR ANY INFORMATION OBTAINED THROUGH THE SERVICES, WILL OR SHALL CONSTITUTE ADVICE OF ANY KIND INCLUDING INVESTMENT, CONSULTING OR FINANCIAL ADVICE. OUR EMPLOYEES AND REPRESENTATIVES ARE NOT AUTHORIZED TO GIVE ANY SUCH ADVICE, AND IN THE EVENT ANY SUCH ADVICE IS GIVEN BY ANY OF THEM, THE SAME IS NOT AUTHORIZED BY CRYPTOWALA AND SHALL STRICTLY BE CONSTRUED AS BEING IN THEIR PERSONAL CAPACITY. YOU SHALL NOT RELY ON SUCH ADVICE, AND WE DISCLAIM ANY LIABILITY IN THIS REGARD.

YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR, ALL TRADING DECISIONS MADE BY YOU WHILE USING THE SERVICES, INCLUDING WHETHER ANY INVESTMENT, INVESTMENT STRATEGY OR RELATED TRANSACTION IS SUITABLE AND APPROPRIATE FOR YOU ACCORDING TO YOUR PERSONAL INVESTMENT OBJECTIVES, FINANCIAL CIRCUMSTANCES AND RISK TOLERANCE. YOU ARE RESPONSIBLE FOR ANY ASSOCIATED LOSS OR LIABILITY. BEFORE MAKING THE DECISION TO BUY, SELL OR HOLD ANY DIGITAL ASSET, YOU SHOULD CONDUCT YOUR OWN DUE DILIGENCE AND CONSULT A PROFESSIONAL ADVISOR. WE ARE NOT RESPONSIBLE FOR ANY SUCH DECISIONS (WHETHER BASED ON THE INFORMATION PROVIDED BY US OR NOT). YOU SHALL NOT HOLD OR SEEK TO HOLD CRYPTOWALA, ITS AFFILIATES, OR

ANY OF ITS OR THEIR OFFICERS, DIRECTORS, PARTNER ENTITIES, EMPLOYEES, AGENTS, OR BUSINESS ASSOCIATES LIABLE FOR ANY SUCH LOSSES OR DAMAGES INCURRED AS A CONSEQUENCE OF RELYING UPON ANY INFORMATION, OPINIONS, ADVICE OR ANY OTHER MATERIAL WHATSOEVER ON THE PLATFORM OR IN ANY BROCHURES, PROMOTIONAL MATERIAL OR ANY OTHER LITERATURE OR CONTENT.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT CRYPTOWALA IS NOT A FINANCIAL INSTITUTION, BANK, PAYMENT SYSTEM OPERATOR, STOCK PLATFORM, CREDIT UNION, TRUST, HEDGE FUND, BROKER, INTERMEDIARY, AGENT (EXCEPT AS SPECIFICALLY PROVIDED HEREIN), OR INVESTMENT OR FINANCIAL ADVISOR, AND IS NOT SUBJECT TO THE SAME LAWS, REGULATIONS, DIRECTIVES OR REQUIREMENTS APPLICABLE TO SUCH PERSONS AND WE HAVE NO FIDUCIARY RELATIONSHIP OR OBLIGATION TO YOU WHATSOEVER.

YOU ALSO DECLARE THAT YOU ARE NOT IN THE BUSINESS OR PROFESSION OF REFERRING NEW USERS TO US UNLESS WE HAVE ENTERED INTO A SPECIFIC AGREEMENT WITH YOU IN THIS REGARD. THE REFERRALS MADE BY YOU TO US ARE IN YOUR INDIVIDUAL CAPACITY. IN THE EVENT YOU ARE UNDERTAKING SUCH

REFERRALS IN FURTHERANCE TO A BUSINESS OR PROFESSION, YOU ARE UNDER THE OBLIGATION TO BRING IT TO OUR NOTICE. IN SUCH A CASE, WE WILL BE ENTITLED TO DEDUCT / COLLECT ADDITIONAL WITHHOLDING TAXES AS MAY BE REQUIRED BY APPLICABLE LAW.

YOU ALSO ACKNOWLEDGE AND AGREE THAT CRYPTOWALA, THE PLATFORM, AND YOUR ABILITY TO USE THE SERVICES MAY BE DETRIMENTALLY IMPACTED BY REGULATORY ACTION. CHANGES IN REGULATIONS APPLICABLE TO DIGITAL ASSETS, OR SIMILAR CIRCUMSTANCES. YOU AGREE THAT WE MAY DISCLOSE YOUR PERSONAL AND ACCOUNT INFORMATION IF WE BELIEVE THAT IT IS REASONABLY NECESSARY TO COMPLY WITH A LAW, REGULATION, LEGAL PROCESS, OR GOVERNMENTAL REQUEST.

ALL TRADES ARE EXECUTED AUTOMATICALLY, BASED ON THE PARAMETERS OF YOUR ORDER INSTRUCTIONS AND IN ACCORDANCE WITH OUR EXECUTION PROCEDURES.

CRYPTOWALA MERELY OFFERS A TECHNOLOGY PLATFORM AND/OR ACTS A FACILITATOR PROVIDING ACCESS TO CERTAIN DIGITAL ASSET MARKETS, PRODUCTS, AND SERVICES. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR THE LEGAL, REGULATORY AND TAX COMPLIANCE OF ALL TRANSACTIONS CARRIED OUT BY YOU USING THE SERVICES.

PLEASE BE AWARE THAT THESE TERMS OF USE CONTAIN PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND CRYPTOWALA, INCLUDING, AMONG OTHER THINGS, AN AGREEMENT TO ARBITRATE.

## II. DEFINITIONS

Capitalized words used but not otherwise defined in these Terms of Use (and, unless repugnant to the context, in any other Terms) shall have the meanings as set out below:

### 1. “Account” or “User Account”

An account created by a **User** who registers to use the **Services** via the **Platform**, directly or through third-party credentials as may be permitted by us from time to time.

### 2. “Applicable Law(s)”

Any and all laws, statutes, regulations, decisions, rulings, government policies, enactments, or instruments (including national, state, local, or municipal laws, regulations, or by-laws of any kind) applicable to the User or CRYPTOWALA.

### 3. “Assets”

Refers to both **Digital Assets** and **Fiat Currency**, as the case may be.

**4) “Breach Event”** means the occurrence, or likelihood of occurrence, of one or more of the following:

- (a) breach or contravention of or inconsistency with Applicable Laws;
- (b) breach or contravention of or inconsistency with the Terms;
- (c) any transaction or action is suspicious (in our sole discretion), may involve negligence, fraud or misconduct, or affects third-party rights;
- (d) your KYC information is incomplete, incorrect or false;
- (e) you do not provide any additional KYC or other documents as requested from time to time;
- (f) your transactions are suspicious or unauthorized;
- (g) deposit, withdrawal, or transfer of any Digital Assets that are deemed suspicious as per our internal assessments;
- (h) your usage of the Platforms or Services corrupts or compromises the integrity, stability and security of the Platforms or Services, whether intentionally or otherwise; and/or
- (i) there is any suspicion or allegation or complaint or request from any legal, public, regulatory, statutory authority or from any bank, financial institution, payment service provider, or third-party service provider.

### 5. “Circular”

Shall mean Circular No. 13 of 2022 dated 22 June 2022 issued under Section 194S (6) of the ITA.

**6. “Collateral”**

Shall have the meaning given to such term in paragraph H (Futures) of Part IV of these Terms of Use.

**7. “Content”**

Any information, text, graphics, blogs, trademarks, data, service marks, logos, icons, guides, video, multimedia content, images, audio, discussions, general educational content, or other materials uploaded by CRYPTOWALA or the Users, accessible on the Online Platforms.

**8. “Digital Asset(s)” or “Virtual Digital Asset(s)” or “VDA(s)”**

(a) A digital representation of value or of a right, which can be stored or transferred electronically, including any crypto-asset, and does not include Fiat Currency.

(b) Any other digital asset as we may specify from time to time.

**9. “Digital Asset Wallet”**

A wallet accessible through the Online Platforms, controlled and operated by a User, for storage and/or transfer of their Digital Assets, also known as ‘Coin Wallet’.

**10. “Fiat Currency”**

Shall mean ‘currency’ as defined under the **Foreign Exchange Management Act, 1999**.

**11. “INR Balance”**

The **INR balance** accessible through the **Online Platforms**, operated by a **User**, in connection with transactions on the **Platform**.

**12. “GST”**

Goods and Services Tax, payable on the supply of goods and/or services under the Central Goods and Services Act, 2017 or under the allied GST legislation.

**13. “ITA”**

Refers to the **(Indian) Income-tax Act, 1961**.

**14. “INR” or “₹” or “Rs.”**

Refers to **Indian Rupees**.

**15. “KYC”**

Know Your Customer (KYC) processes as required under **Applicable Laws**.

**16. “Linked Bank Account”**

Any bank account represented by the User as owned and operated by them, held with a Scheduled Commercial Bank (as defined in the Reserve Bank of India Act, 1934), and approved by us.

#### **17. “Partner Entities”**

Persons or entities (including CRYPTOWALA’s affiliates, group companies, licensees, and authorized payment processor entities) authorized to provide services on or through the Platforms and responsible for such services.

#### **18. “Platforms” or “Online Platforms”**

Refers to the website (<https://cryptowala.ai>) operated by CRYPTOWALA (either directly, or licensed/procured through Partner Entities). It includes:

- All products and Services offered on or via the website.
- All Content on the Platform.

**19. “Sanctions Lists”** has the same meaning ascribed under the Applicable Laws, and includes, without limitation sanctions lists, exclusion lists and similar lists maintained by the United Nations (including the Security Council), Office of Foreign Assets Control (OFAC), Bank of England, Central Bureau of Investigation (India), European Union, Federal Bureau of Investigation, HM Treasury, Hong Kong List, Ministry of Home Affairs-India, National Investigations Agency (India), Russian List, Singapore List, United States Terrorist Exclusion List, UAE Terrorist List, UK Home Office, US Coast Guard list, US Marshals list, World Bank.

#### **20. “Security Incident”**

Shall have the meaning given to it under **Clause 7**.

#### **21. “Services”**

Refers to services that CRYPTOWALA offers, including:

- (a) A Digital Assets trading platform for buying/selling Digital Assets using Fiat Currency or other Digital Assets.
- (b) Allied services, products, or contests related to Digital Assets.
- (c) Provision of the Platforms itself (including Content).
- (d) Any other service or product introduced in the future.

#### **22. “Specified Persons”**

Refers to CRYPTOWALA, its Partner Entities, and their shareholders, directors, officers, employees, representatives, contractors, and suppliers.

#### **23. “Terms”**

Refers to these Terms of Use, read together with the:

- Privacy Policy
- Programme Terms
- Risk Disclosure
- Other applicable rules, policies, FAQs, and guidelines

#### **24. “Terms of Use”**

The Platform Terms of Use entered between CRYPTOWALA and the User, forming an integral part of the Terms.

#### **25. “Third-Party Services and Resources”**

Shall have the meaning given in **Clause 5**.

#### **26. “Unauthorized Activities”**

Any illegal activities or activities not authorized by CRYPTOWALA, including those under investigation by any law enforcement authority.

#### **27. “User” / “you” / “your”**

Refers to any natural or juristic person using the Platform or Services.

#### **28. “Wallet(s)”**

Collectively refers to the Digital Asset Wallet and the INR Balance.

### **III. COMMON TERMS**

#### **A. Usage of platform and services**

##### **1. Proprietary Rights and Acceptable Use**

1.1 CRYPTOWALA owns or has duly obtained a license to all rights, title and interest in and to the Platforms and the Services, including any intellectual property rights which subsist in the Platforms and the Services (whether registered or not).

1.2 In consideration of your compliance with the Terms and subject to the Terms, CRYPTOWALA may permit you to use the Platform and Services on a best effort basis.

1.3 CRYPTOWALA does not grant you any rights or license over the Platform except as agreed hereunder. Users have a personal, non-exclusive, non-sub-licensable, non-transferable, limited

right to access the Platform only for your personal, non-commercial use and solely as necessary in order to avail our Services in accordance with the Terms. This right to use does not include any resale or commercial use of the Platform or its contents; any collection and use of the contents, products, applications, tools and features; any derivative use thereof; any downloading or copying of account information; or any use of data mining, robots, or similar data gathering and extraction tools. Any Content on the Platform (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without our express written consent. There are no implied licenses granted under these Terms. Any other use of the Platform will require a license to be negotiated and agreed in writing with CRYPTOWALA.

1.4 You do not have the commercial or personal right to use any of the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CRYPTOWALA or its affiliates, group companies, or Partner Entities.

1.5 You shall ensure that your use of the Platforms shall be in compliance with all Applicable Laws including but not limited to Information Technology Act, 2000, the Digital Personal Data Protection Act, 2023 (as and when brought into effect), the Information Technology Act, 2000 and the Indian Contract Act, 1872 and the rules, regulations, and guidelines made thereunder.

1.6 You may choose to, or we may invite you to, submit comments or ideas or feedback about the Services. By submitting comments, ideas or feedback, you agree that your disclosure is gratuitous and will not place us under any fiduciary or other obligation, and that we are free to use the idea without any additional compensation to you, and/ or to disclose the idea on a non- confidential basis or otherwise to anyone, in consideration of your use of the Platform.

## **2. User Protection – Recommended Practices**

You acknowledge and agree to comply with the following best practices:

2.1 Professional Advice: We strongly recommend that our users consult with professional advisors, tax consultants, and legal experts, as appropriate, before making any transactions or associated decisions. A professional advisor can provide personalized advice that considers your situation, goals, and risk tolerance. This is especially important in the complex and rapidly changing world of Digital Assets. CRYPTOWALA shall not be liable to you for any losses incurred by you in pursuance to decisions made on the consultation/advice of such professional advisors.

2.2 Stay Informed: You shall regularly update yourselves on market trends, technological developments, and regulatory changes, and shall conduct your own due diligence on the Digital Asset and the Services before acquiring or dealing in any Digital Asset or availing any Services.

2.3 Diversification: You should consider diversifying investments to help spread risk across various assets.

2.4 Understand Leverage: Users should be cautious when using leverage, as it can amplify both gains and losses.

2.5 Use Secure Networks: You shall ensure that you are using the Platform on secure and private networks to prevent unauthorized access to your accounts. CRYPTOWALA shall not be liable for any consequences arising out of any such unauthorized access.

2.6 Account Security: Users shall be responsible for maintaining the security of their account credentials and should use strong, unique passwords and enable two-factor authentication.

You shall not respond to any persons asking for your bank account details or User Account details.

2.7 Vigilance Against Fraud: You should be alert of phishing attempts and other forms of fraud, and shall report any suspicious activities to us immediately.

2.8 Preventing Unintended Fraud: Fraudsters often use bank accounts and digital wallets of innocent users (commonly known as 'money mules') for money laundering and other illegal purposes, often by asking them to send/receive Assets in platform for commissions, job offers, or other incentives. Do not share your Account details with anyone, and do not agree to send or receive Assets in your Wallets from or at the behest of unknown persons.

2.9 Personal Data Protection: You should safeguard your personal and financial data and be very cautious about sharing sensitive information.

2.10 Personal Risk Assessment: You should regularly assess your risk tolerance and investment strategy, and adjust your usage and trading activities accordingly.

2.11 Double Check Inputs: CRYPTOWALA is not responsible for losses/damages/costs induced by mistyped or otherwise wrongly placed orders, and you should double check all inputs.

### **3. CONDITIONS FOR SERVICES**

You acknowledge and agree to comply with the following provisions:

3.1 CRYPTOWALA reserves the right to restrict access to the Services to Users based on its internal risk assessments. We reserve the right to change the list, nature, and extent of Services from time to time.

3.2 You acknowledge that you avail Services and carry out transactions on the Platforms in accordance with your own choice and risk; and CRYPTOWALA does not mandate you to avail any Service.

3.3 We have the exclusive authority to determine which Digital Assets and Fiat Currencies are listed/supported on the Platforms and we reserve the right to add or remove Digital Assets or

Fiat Currency support from the Platforms in our discretion, from time to time. There may be price differences for the same Digital Assets or contracts across the platforms. If we choose to withdraw support for or delist a particular Digital Asset, we reserve the right to, and you hereby authorize us to, sell any balances of such Digital Asset held by our Users on their behalf and instead provide the Users with an equivalent value of USDT.

3.4 In case any order is partially executed, we reserve the right, in our sole discretion, to permit cancellation of the unexecuted part of that order. You acknowledge that all orders and/or transactions are irreversible once executed, and many orders are instantaneous in nature and cannot possibly be cancelled. You authorize and acknowledge that we have the right (but not

the obligation) to take any steps on your behalf as may be required to complete or settle any transactions executed with us or by us on your behalf.

3.5 All activities, instructions, orders, and transactions from your User Account are deemed to be done/given by you, and you are responsible for any actions / consequences arising from usage of your User Account.

3.6 The routing of orders and transactions through systems and platform(s) can take a few seconds or in certain circumstances, longer durations, and we are not liable for any delays or any losses arising from such delays. The price of the transaction will be the price at which it is executed on our systems, which may be different from the price prevalent at the time the order was placed. Orders may remain subject to availability of counterparties. We are not liable for any asset value losses or fluctuations.

3.7 You shall not presume an order to have been executed, cancelled or modified until a confirmation from us is received. Occasionally, due to technical or administrative reasons, the confirmation may not be received by you immediately. If, for any reason (including but not limited to lack of Assets, insufficient margin, suspension of trading, etc), an order or transaction is not accepted or processed on the Platform, we shall have the right to treat such order as having lapsed.

3.8 In the event that any Assets are due from you, you authorize us to withhold the credit of any Assets to your wallets pursuant to any transaction / Service until you have duly provided us with the amounts due.

3.9 Notwithstanding anything to the contrary, we are not required to make any payment or take any action under these Terms if we believe, in good faith, that such payment or action may: (a) constitute or contribute to a violation of any Applicable Law; (b) impact the integrity of any systems owned, operated or used by us or violate our internal policies; or (c) affect the rights or assets of other Users or persons. We shall not be liable to you for any claims, losses, or damages arising from our reliance on this provision.

3.10 In case Assets are wrongly transferred to you or if excess Assets are transferred to you due to any errors, breaches, or bugs, you are required to return such Assets without any delay or demur. Additionally, if we incur any taxes or fees in relation to your Account, you shall reimburse us for such amounts.

#### **4. INFORMATION ON THE PLATFORMS**

You acknowledge and agree to comply with the following provisions:

4.1 The Content on the Platforms is provided for general information only and is not to be treated as investment advice. We encourage you to seek professional advice from persons who are

skilled subject matter experts and competent to render advice to you on the service offerings made available by us to you.

4.2 You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance, and any guidance you may have received from external sources.

4.3 There may be information on the Platforms that contains inadvertent typographical and other errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Platform at any time, without prior notice. We are not responsible for any acts, omissions, losses or harm suffered by reliance upon any such information.

4.4 We reserve the right to display or permit the display advertisements, promotional material, polls, surveys and other Content on some of the Platforms or Services which may be targeted to the information stored on the Services, queries made through the Services or other information. In consideration for granting you access to the Platforms; you agree that we may place such material or content on the Platforms or Services.

4.5 We reserve the right to generally share any data relating to Digital Assets including market data such as real-time price data for educational, awareness, and other purposes.

4.6 You are responsible for any Content created or uploaded or transmitted onto or via the Platforms, irrespective of whether such Content was created by you, by any other person, or whether it was artificially generated.

4.7 We reserve the right to review, delete or modify any Content on the Platforms in our sole discretion.

4.8 You acknowledge and agree that any Content you create on the Platform may be visible to select Users or to the public, and can be used by CRYPTOWALA without further permission from you. In consideration of your use of the Platform, you acknowledge that you hereby grant

CRYPTOWALA a license to use such Content and will not be entitled to any royalty or other financial/monetary benefits in connection with such use of the Content, if any.

4.9 You must keep confidential any information provided by us to you that has not been publicly published by us including, without limitation, customer support conversations, written intimations, emails etc., as well as any proprietary or personal information that may come to your knowledge in connection with our Platform, including information about other users, our personnel, or proprietary financial and technical information.

4.10 We will have no liability related to any third-party Content arising under intellectual property rights, defamation, privacy, misinformation, publicity, obscenity or other laws. We also disclaim all liability with respect to the misuse, loss, modification or unavailability of any Content. This provision also extends to Content created or posted by employees of CRYPTOWALA – any Content uploaded by them outside the course of their employment is an expression of their personal views, and do not bind or represent the view of the Company.

4.11 Our Platform is not intended for children, being persons under 18 years of age. We do not knowingly offer the Platform or its Services to children. If you are under 18, do not access, use or otherwise interact with this Platform.

## **5. PROHIBITED USAGE**

### **5.1 General Restriction**

You shall not utilise the Platforms for any purpose other than for availing the Services made available by us from time to time.

### **5.2 Lawful Usage**

Your use of our Online Platforms and Services shall only be for purposes permitted under the Terms and Applicable Law.

### **5.3 Specific Restrictions**

Without prejudice to the generality of the above restrictions, you agree not to (and not to aid, abet, encourage, permit, or enable any other person or entity to), directly or indirectly:

- (a) Violate (or assist any other party in violating) the Terms;
- (b) Violate (or assist any other party in violating) any Applicable Law;
- (c) Defraud (or attempt to defraud or assist in the defrauding of) CRYPTOWALA or any other person;
- (d) Use Assets from unknown sources or associated with any bank account or blockchain wallet other than your own;

- (e) Use your trade name or corporate name as your user name or otherwise on the Platform (unless expressly permitted by us);
- (f) Use the Platform other than exclusively for your own personal benefit, such as for resale, commercial purposes, or advertising, including on behalf of or for the benefit of third parties, or otherwise act as an intermediary between the Platform and any third parties or induce any person to do business with you;
- (g) Use our Platform or Services to build or support products or services competitive to our products or services, or carry out any indexing exercise based on the information on the Platforms;
- (h) Develop any third-party applications that interact with our Platform or Services without our prior written consent;
- (i) Keep, store, use, withdraw, or transact with Assets that are obtained through, or otherwise use the Platform or Services for, or conduct on the Platforms, any Unauthorized Activity;
- (j) Take advantage of any technical glitch, malfunction, failure, delay, default, or security incident;
- (k) Take any action that interferes with, intercepts, extracts, or expropriates any system, data, or information, or violates the security of or tests the vulnerability of any Platform/Services;
- (l) Transact with or hold the proceeds of illegal activity;
- (m) Use any bots, robot, spider, parser, scraper, scripts, programs, routines, or other means to access the Platforms/Services, or attempt to gain unauthorized access to other user accounts, the Platforms/Services, or any related networks or systems, or use any form of automation to engage in any activity in connection with the Platform/Services, unless expressly permitted by us in writing or by way of authorized Application Programming Interface (API) access;
- (n) Use the Services to engage in conduct that is detrimental to CRYPTOWALA or to any other user or any other person;
- (o) Collect any User information from other Users, including, without limitation, email addresses;
- (p) Conduct any surveys, contests, campaigns, or schemes on the Platform;
- (q) Use multiple devices to access or log into the Platforms at a given point of time;

(r) Copy, imitate, duplicate, distribute, use, create derivative works of, display, or commercially exploit the Services and/or the Platform or any of its Content, features, or facilities, directly or indirectly, or the price of the Digital Assets shown on the Platform without our prior written permission, or attempt to get access to the Platform in source-code form;

(s) Without our prior written consent, modify, replicate, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, broadcast, publish, remove, or alter any part of the Platform or Services, or create derivative works or otherwise take advantage of any part thereof;

(t) Attempt to remove, obscure, falsify, or alter any proprietary labels, logos, attributions, proprietary rights notices (including trademark and copyright notices) which may be affixed to or contained within the Platforms or Services;

(u) Circumvent restrictions on the Platforms or Services, including any technological measure implemented by us or any of our service providers to protect the Platform or Services;

(v) Defame, harass, or intimidate CRYPTOWALA, or any of its representatives, employees, or any user;

(w) Violate the intellectual property rights of CRYPTOWALA or of any other person;

(x) Disparage, tarnish, or, in our opinion, otherwise damage the reputation of CRYPTOWALA or use the Platform to disparage, or, in our opinion, otherwise damage the reputation of any third party;

(y) Infringe a third party's rights, including intellectual property rights and privacy rights, impair the functionality of our Platforms and Services, or interfere with another person's use of the Platforms or Services;

(z) Host, display, upload, modify, publish, transmit, store, update, or share any information or content, or otherwise use the Platform or Services in a manner that:

(i) Belongs to another person and to which the User does not have any right;

(ii) Is defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libelous, grossly harmful, blasphemous, seditious, promoting enmity based on religion/caste, racially

- or ethnically objectionable, relating to or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
- (iii) Is harmful to children;
  - (iv) Infringes any patent, trademark, copyright, or other proprietary rights;
  - (v) Violates any law for the time being in force;
  - (vi) Deceives or misleads the addressee about the origin of the message;
  - (vii) Impersonates another person;
  - (viii) Threatens national security, sovereignty, or public order;
  - (ix) Contains ransomware, viruses, malware, or other harmful software;
  - (x) Violates export or import control laws in any jurisdiction;
  - (xi) Creates or circulates technology that facilitates violations of the Terms.

## **6. PROCEDURE TO REPORT SECURITY INCIDENTS**

If you suspect your User Account, your device, wallet, or security details have been compromised, or notice any unusual activity in your wallet or suspicious behaviour (such as fraud or cyber incidents) ("Security Incident"), you shall inform us immediately at [support@cryptowala.ai](mailto:support@cryptowala.ai) along with accurate and up to date information throughout the duration of the Security Incident. To help resolve the situation, we may request your assistance, such as providing relevant details and updates as needed. You shall promptly provide all such assistance and take all steps that we reasonably require to reduce or manage any Security Incident. We are not liable to you for any losses suffered as a result of a Security Incident occurring due to factors not within our control.

## **7. SUSPENSION OF SERVICES**

7.1 In the event we believe that: (a) a Breach Event or Security Incident has occurred or is likely to occur; or (b) if certain steps are necessary to maintain an orderly market or protect interest of other users; or (c) we are required to do so under Applicable Law; or (e) for any factors beyond our control; or (f) pursuant to any law enforcement enquiry or investigation; or (g) otherwise deem it reasonable and prudent; we reserve the right to take any actions as we may deem reasonable or fair or otherwise is in the best interests of the virtual asset ecosystem, including without limitation:

- (a) without prejudice to the generality of any other clause in the Terms of Use, suspending, restricting, or terminating your Account and/or your access to any or all of the Platforms/ Services/ Assets, in full or in part;

- (b) blocking, freezing or forfeiting any or all of your Assets (including withdrawals and bank transfers of Fiat Currency);
- (c) blocking, reversing, cancelling, delaying, or refusing to execute/effect any transaction or withdrawal or order or trade;
- (d) requiring you to do or cease to do something or taking any other remedial actions to cease/rectify/compensate for the breach;
- (e) investigating and/or initiating suitable actions and/or proceedings against you, including reporting you to appropriate regulatory, self-regulatory or law enforcement agencies;
- (f) disclosing any information as required or requested by any authority or under Applicable Law;
- (g) exercising such other rights and remedies as may be available to us under any contract, Applicable Law, and/or equitable rights and remedies; and/or
- (h) taking such other steps as we may deem prudent in the circumstances or as we may be required or recommended to take by any authority, law enforcement agency, bank, or business partner.

7.2 For the purposes of servicing, upgrading or maintaining our systems or for responding to Security Incidents, we reserve the right to suspend Services and / or process, decline to process, suspend, block, delay, cancel, reverse, void or partially execute any order/transaction requests submitted by you or Services offered to you and/or refuse to continue your access to the Platforms (even after Assets have been debited from your User Account), at our sole discretion.

7.3 We have the right but not the obligation for taking any such steps set out in this Clause 8 for the protection of the Users, Assets and Services on the Platform. We will not exercise such right unreasonably and without caution.

7.4 Please refer to Risk Disclosure to understand various other risks that could lead to suspension of services, loss of Assets, etc.

## **B. USER REGISTRATION**

### **8. Your Account**

8.1 You may register for a User Account to use the Services. In order to access any Services, we may require you to activate your User Account by following the identity verification process, KYC process, and other requirements as specified as per CRYPTOWALA policy and Applicable Law from time to time. Certain Services, transactions, and features may be subject to additional KYC and due diligence.

8.2 You confirm that you are the owner of your User Account and of the login credentials used by you to create your User Account. If you have created your User Account with your credentials from certain third-party sites as permitted by us from time to time, you further confirm that you are the owner of such other account and that you are entitled to disclose such login information to us. You authorize us to collect your authentication information, and other information that may be available on or through your other account hosted with the third-party, consistent with applicable settings and instructions.

8.3 We reserve the right to require you to set up two-factor authentication (2FA) to securely access your User Account and certain Services. You shall provide us with additional personal information as necessary and requested to enable these security protocols.

8.4 You will be required to complete your KYC verification for availing Services on the Platform, in accordance with our KYC policies and Applicable Law. As part of the KYC process under Applicable Law, you will be required to verify your identity by providing us with certain required information and documents. We have the right to request you for additional documents or information at any point of time as we deem fit or as required under Applicable Law. We may partner with third parties for the KYC process and the terms of such third parties will be applicable to you in such cases.

8.5 After the creation of the User Account, at the stage of initiating or carrying out transactions involving Assets on the Platforms and at any subsequent stage in case of any changes in the bank account, we will require you to provide us with certain details of your bank account for being considered as your Linked Bank Account. Upon internal approval by us, such bank

account will be treated as your Linked Bank Account for the purposes of the Services. You confirm that any payments of Fiat Currency to us shall be from your Linked Bank Account only. You have the option to change your Linked Bank Account.

8.6 We reserve the right to limit your usage of the Platform or seek additional KYC or other information as we may deem fit from time to time.

8.7 If you are a natural person as registered with us, only you are permitted to use and operate the User Account, the Platforms, and the Services. If you are a User other than a natural person (such as a company), only your authorized signatory as registered with us and accepted by us is permitted to use and operate the User Account, the Platforms, and the Services. Usage of the same by any other person is a breach of the Terms. You may contact us for change in your authorized signatory, which change will only be applicable after we have accepted and registered the new authorized signatory.

8.8 You shall promptly inform us about any discrepancies, changes, or errors in any information provided to us, and you acknowledge that you are responsible for any consequences arising out of incorrect information provided (such as erroneous bank details)

and will edit or update such information on the Platform by using the relevant Platform features.

8.9 We encourage you to use strong passwords. You are responsible for safeguarding your User Account and you agree not to disclose your password to any third party. You agree that you will be solely responsible for any activities or actions taken under your password and User Account, irrespective of whether you have authorized such activities or actions. If you lose access to your User Account or your Google account, you may not be able to recover your Assets. You will immediately notify us of any unauthorized use of your password or your account, upon becoming aware of any such discrepancy, by reporting the same via [support@cryptowala.ai](mailto:support@cryptowala.ai) Without limiting any other provisions of the Terms, you shall not use false identities or impersonate any other person or use a username or password that you are not authorized to use or that would be in breach of third-party intellectual property rights or personal rights or if it may give the impression of you being another person.

8.10 In the event of your inactivity or inaction on the User Account for a considerable period of time, Applicable Law may require us to report the Assets as unclaimed property to the authorities in certain jurisdictions. We may be required to deliver any such Assets to the authorities in certain jurisdictions as unclaimed property. We reserve the right to deduct a dormancy fee or other administrative charges from such unclaimed Assets, as permitted by Applicable Law. Further, if your User Account is inactive for more than 5 years, or if your KYC details remain incomplete or unsatisfactory (in our discretion) for a period of more than 5 years, you shall no longer have any title over or claim to any Assets and we reserve the right to transfer all your Assets to an investor protection fund maintained by us or by a third-party of our choice.

8.11 If we change the eligibility criteria for our Services and you no longer comply with the new eligibility criteria or due to changes in Applicable Law, or pursuant to any future usage/feature restrictions, we may close your User Account without any liability for us. In the course of providing Services, at any time, we may require you to provide or execute any other document in order to be compliant with the policies of CRYPTOWALA or of any third-party or with Applicable Laws.

8.12 You are solely responsible for ensuring that you are in compliance with the Terms and with all Applicable Laws. We are not liable for any losses or other consequences of unauthorized use of your Account.

8.13 You confirm that you are not, or not related to any person or institution, who may be or could be prohibited from providing services to or entering into relationships with, pursuant to the

economic sanctions programs administered or enforced by any country or government or international authority, including the Sanctions List or subject to any adverse media. In the event that we are required to block Assets associated with your User Account or Linked Bank

Account in accordance with a Sanctions List, or other similar government sanctions programs or subject to any adverse media, we may: (i) suspend your User Account; (ii) terminate your User Account; (iii) require you to withdraw Assets from your User Account or Linked Bank Account within a certain period of time. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our complying with Applicable Law, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, warrant, or other legal order.

8.14 Once a User Account is closed/withdrawn/cancelled/deactivated, you shall be liable to pay any outstanding charges or dues or liabilities to us immediately.

8.15 You authorize us, our Partner Entities, and representatives to contact you via phone calls, SMS, or messaging channels in connection with the Platform and Services, and hereby consent to the same.

## **9.) User Representations and Undertakings**

9.1 You represent and warrant that throughout the duration of your usage of the Services and Platforms:

- (a) you are competent to enter into a contract under Applicable Laws of India;
- (b) you are an Indian citizen and/or an authorized person of an entity registered in India under Applicable Laws;
- (c) You are an Indian resident under the ITA (as amended);
- (d) you are not a minor and you are capable of entering into these Terms and having this Terms being enforced against you;
- (e) you are not included in any Sanctions Lists or subject to any adverse media;
- (f) your User Account has not been suspended or terminated by us in the past for any reason whatsoever;
- (g) your use of Services does not violate the Terms;
- (h) your registration as a User and all your activities on the Platforms are being undertaken entirely on your own volition and not on behalf of or at the behest of any other person, including under any undue influence or duress;
- (i) the Linked Bank Account and the User Account is owned and operated exclusively by you and no other person has any rights to own or operate it;
- (j) all Digital Assets owned by you or delivered to us by you are free and clear of all prior liens, claims and encumbrances, and you have full and valid title over the same;

(k) all information provided by you (including identification documents) is true, complete, accurate and not misleading;

(l) you are not in the business or profession of referring new users to us, unless we have entered into a specific agreement with you in this regard and the referrals made by you to us are in your individual capacity; and

(m) you have full knowledge and disclosure of the current regulatory status with respect to Digital Assets in India and the risk involved in dealing with, or trading in, or storing the same and you have made adequate efforts to inform yourself about the same on an ongoing basis.

#### **9.2 You undertake and covenant that:**

(a) You shall not do or omit to do anything which shall result in any representations and warranties provided by you becoming untrue, incomplete, inaccurate, or misleading.

(b) You shall ensure that you are in compliance with the Terms and Applicable Law at all times.

(c) In the event you are a legal entity or representing any legal entity, you are required to inform the Platform that you have the necessary authority to represent the entity, and that relevant requirements as per our policies are complied with by you.

(d) You shall submit or execute any document to CRYPTOWALA as required under Applicable Law at any time, or as CRYPTOWALA may require you to submit in good faith, such as documents for KYC purposes, background checks, risk mitigation checks, indemnity documents, taxation documents, past transaction reports, etc.

(e) You shall be responsible for creation, maintenance and security of all Content in your Account and shall take all due diligence measures accordingly.

(f) You shall not transact or deal with any Assets belonging to third parties.

(g) You shall always ensure the security and confidentiality of your passwords, keys, and credentials and shall undertake not to reveal these details to any person.

## **10. Fees and Taxes**

10.1 For availing the Products and Services, you shall pay such fees as may be indicated on the Platforms or otherwise communicated to you from time to time.

10.2 Orders and payments may be subject to the terms and conditions of services of the remitter banks or payment service providers. You shall address any issues relating to Assets transfer with your respective remitter banks or payment service providers only.

10.3 As owners of the Assets, you are solely responsible for determining your tax liability in relation to availing the Services including holding and trading of Digital Assets, and complying with all tax-related filing and payment obligations applicable to you. We are not responsible

for determining whether any taxes apply on any transaction carried on the Platforms or in relation to the Digital Assets held by you.

10.4 We may carry certain tax deductions in the event we are required to do so under Applicable Law, and you would be solely responsible for claiming any credits, refund or exemption(s), if any, from the tax authorities. Further, in case where you withhold taxes pursuant to Applicable Law, you shall furnish to us a statement detailing such withholding and deposit of withheld taxes.

10.5 All fees, commissions, interests, and other charges of CRYPTOWALA are exclusive of any applicable GST which shall be borne by you and separately charged. In case any further GST is made applicable on the Services or the transactions on the Platforms in the future, we reserve the right to separately charge such GST which shall be borne by you.

## **C. Disclaimers and clarifications**

You agree that you have read our Risk Disclosure understand the same; and will use the Services & Platform judiciously. You further agree that you will not take any additional risk which is beyond reasonable risk for you. There may be additional risks beyond those identified in the Risk Disclosure and in the Terms. You are responsible to conduct your own diligence and familiarize yourself with potential risks. CRYPTOWALA is not liable in case any such risk (whether identified here or otherwise) crystallizes and results in any losses.

## **D. Limitation of Liability and Indemnity**

### **11. Limitation of Liability**

11.1 We will not be liable in any way for any loss or damage suffered by you through use of or access to the Platforms or Services. Our liability for negligence, breach of contract or contravention of any law in connection with your use of the Platforms and Services, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to restore the Services on a best effort basis.

11.2 The aggregate liability of CRYPTOWALA (including that of the Specified Persons) to any User or person, under these Terms or whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, shall in no event

exceed the fees paid by the concerned User in four months preceding the date of claim by the User.

11.3 CRYPTOWALA and the Specified Persons shall not be liable for any indirect, remote, incidental, special, punitive, consequential or similar damages or liabilities whatsoever (including without limitation, loss of revenue, lost profits, cost of cover or other special losses) arising out of Services, any performance or non-performance of Services or any product

provided by us, whether under contract, statute, strict liability or other theory even if we are advised of the possibility of such damages.

11.4 We do not warrant that your use of the Platforms will always be available or that you will have uninterrupted access thereto, and we only strive to provide you with a minimum downtime. We will not be liable to you, including without limitation, for any losses incurred due to volatility of prices of the Digital Assets if for any reason the Platforms are unavailable at any time or for any period.

11.5 You assume the entire risk associated with your usage of the Platform/Services (including the risks set out in Risk Disclosure and we are not liable for any losses arising on account of third-party actions, market circumstances, events outside our control, or the materialisation of any risks (whether disclaimed in the Terms or otherwise).

## **12. Indemnity and Remedies**

12.1 You agree that any violation of these Terms will cause irreparable harm to us and/ or Partner Entities, as the case may be, for which monetary damages may be inadequate. Hence, you consent to CRYPTOWALA obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that we may have at law, contract, or in equity. If we take any legal action against you as a result of your violation of these Terms, we will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief that may be granted.

12.2 Without prejudice to the above, to the maximum extent permitted by Applicable Law, you shall hereby agree to indemnify and hold harmless the Specified Persons from and against and in respect of any liabilities, losses, charges, expenses (including legal fees and costs on a full indemnity basis) claims, demands, actions, penalties and proceedings which the Specified Persons may incur or sustain directly or indirectly from or by any reason of or in relation to: (a) your use or proposed use of our Platforms or Services, (b) your negligence or your breach of the Terms, (c) any dispute, investigation or litigation caused by your acts or omissions, (d) your violation of any Applicable Law or the rights (including infringement of intellectual property rights) of a third party, (e) any fraud, wilful negligence, or wilful misconduct.

## **E. Miscellaneous**

### **13. Release and Waiver**

13.1 If we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

13.2 Nothing contained in the Terms constitutes a waiver to our equitable rights and remedies and any other rights and remedies provided under Applicable Law.

## **14. Assignment**

You shall not assign or transfer any right or obligation that has accrued to you under the Terms and/or in relation to any Services, and any attempt by you to assign or transfer such rights and obligations, shall be null and void. We may assign, novate, or transfer any or all rights and obligations that accrued in our favour under the Terms and/or in the course of offering Services, at our sole discretion.

## **15. Force majeure**

We are not liable to the User or any person in a Force Majeure Event. For the purposes of this clause, 'Force Majeure Event' means any event outside direct, actual and reasonable control of CRYPTOWALA. Force Majeure Event includes any events suffered by us that are beyond reasonable control, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, cyber-security incidents, network delays, software failure, smart contract failure, system bugs/ weaknesses, earthquakes, storms or other nature-related events, blockages, embargoes, riots, acts or orders of government, actions of the government, change of laws, introduction of new law, acts of terrorism or war, epidemic, pandemic, technological change, changes to any blockchain-related protocol or network, any actions or inactions of third parties and/or events experienced by third parties (e.g., bankruptcy of service providers information security attacks, bugs or system issues, and fraud conducted by third parties), crystallisation of risks and disclaimers highlighted in the Terms, and such other similar events.

## **16. Governing law and dispute resolution**

16.1 The Terms are governed by the laws of India.

16.2 In case of any claims, controversies or disputes relating to the Terms (including any question regarding their existence, validity, termination, or any services or products provided, and any representations made by us) or any other claims involving you and CRYPTOWALA ("Claim(s)"), the

User and CRYPTOWALA shall first give each other a reasonable opportunity to resolve the Claims by mutual negotiation in good faith. If the Claim is not resolved by mutual understanding within 15 working days of receiving the Claim (or such shorter period as may be mutually agreed), either Party may seek relief.

16.3 You and CRYPTOWALA agree to resolve any Claims through final and binding arbitration. The arbitration tribunal shall consist of a sole arbitrator, appointed by both the Parties. In the event the Parties are unable to appoint a mutually acceptable arbitrator, then the tribunal shall consist of three arbitrators wherein each Party shall appoint one arbitrator and both the appointed arbitrators shall mutually appoint the third arbitrator. The language of the arbitration hearings shall be English, and the seat and venue of arbitration shall be Mumbai.

The law governing the arbitration shall be the laws of India. The Parties shall bear the costs of the arbitrators and the venue equally.

16.4 You shall keep all aspects of the dispute or arbitration proceedings, including but not limited to the award of the arbitrator and compliance therewith, strictly confidential unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law, any information necessary to enforce the Terms, to enforce an arbitration award, or to seek injunctive or equitable relief.

16.5 A person who has not created an Account or not availed any Services by registering a User Account in their own name shall have no right to enforce the Terms.

## **17. Electronic Communications**

CRYPTOWALA and the User mutually agree that all agreements, notices, disclosures, and other communications may be provided by us electronically.

## **18. Amendments, severability.**

18.1 We may revise the Terms, with or without notice, from time to time by amending this page. We urge you to review this page from time to time to take notice of any changes that are made, as they shall be binding on you. Your continued use of the Services would be deemed to be your acceptance to be bound by the Terms. If you do not agree with any part of the Terms or any amendments thereof, we insist that you stop using the Online Platforms and Services with immediate effect. You are responsible for ensuring we have your up-to-date, active and deliverable email address, and for periodically visiting our Platform and these Terms to check for any changes.

18.2 If any portion of the Terms is held invalid or unenforceable, such invalidity or enforceability will not affect the other provisions of the Terms, which will remain in full force and effect, and the invalid or unenforceable portion will be given effect to the greatest extent possible.

## **19. Survivability**

Even after you cease using the Platform, you shall remain liable for any acts or omissions during your association with the Platform.

## **20. Contact**

For general inquiries, complaints and/or giving any feedback, please email us on [support@cryptowala.ai](mailto:support@cryptowala.ai).

## **IV. KEY TERMS FOR CERTAIN PRODUCT/SERVICES**

The following terms pertain to certain specific products and Services offered on the Online Platforms and are an integral part of the Terms. The specific terms for each of the

products/Services set out below are to be read together with, and as a part of, the overall Terms and with any frequently asked questions / rules / help and support instructions / guidance provided on the Online Platforms.

We reserve the right to modify, alter, suspend, revoke or withdraw any product/Service or any part thereof including the Terms.

#### **F. BUYING AND SELLING OF DIGITAL ASSETS**

1. These terms are applicable for buying and selling of Digital Assets across the Online Platforms/OTC ("Buy/Sell Digital Assets").

2. Across several interfaces, the Platforms may permit you to:

buy/ acquire Digital Assets on the Online Platforms, by receiving your INR Balance, and

sell Digital Assets held by you in your Digital Asset Wallets, in platform for receiving INR in your INR Balance.

3. By submitting an order through the Online Platforms, you will have authorized us (and our Partner Entities) to execute the transaction as per your instructions and to charge or deduct the applicable fees for our Services.

4. Orders initiated by you are final, irreversible, non-refundable and non-cancellable to the extent such orders are executed whether fully or partially. Once a transaction is initiated by you, the said transaction is absolute and unconditional. You cannot seek or claim or demand refund or reversal for any reason whatsoever nor can it be cancelled, modified or reversed by us/ anyone else upon your/ third-party request. We reserve the right to cancel/negate any orders if such orders are placed during scheduled or unscheduled downtime or violates any terms. We reserve the right at our sole discretion whether or not to accept any order or instruction and we are not responsible for any losses incurred as a result of our decision to cancel or refuse an order placed by you.

#### **G. OTC DESK**

1. These terms are applicable for the over-the-counter ("OTC") desk product available on the Online Platforms ("OTC Desk") and must be read together the other Key Terms for Certain Products / Services.

2. OTC Desk is a product available to you on an 'opt-in' basis, wherein you may opt to avail private and personalized services of OTC Desk managers. OTC trades are buy/sell orders that are executed directly on platform, and any withdrawal and deposit will directly happen through/to your wallet.

3. Trades on the OTC Desk are subject to certain minimum and maximum limits that we may, in our sole discretion, decide and intimate to you from time to time.

4. OTC Desk Services may be applicable only in identified markets and in respect of identified Assets.

5. OTC Desk transactions will take place only after and through and subject to discussion with the OTC Desk team and price, quantity, requirements, etc. and your eligibility for the same is at our sole discretion.

6. We are not responsible for any delays or errors in the provision of the OTC Desk Services, including, but not limited to, delays in the transfer of Digital Assets or Fiat Currency to and from the User's Digital Asset Wallet or INR Balance, if such delays or errors are caused by the User, User's service provider (e.g., User's bank), internet connection or internet service provider