

## BLACKMOON TERMS AND CONDITIONS

*Last revised December 9, 2019*

### 1. GENERAL CONDITIONS

These terms and conditions as amended from time to time, including any of its appendixes as may be updated and added from time to time, and including any and all addendums and supplements hereto (the "**Terms and Conditions**") are made between you ("**You**") and Blackmoon (referred to herein, individually and/or collectively as the context may require, as "**Us**", "**We**", "**Blackmoon**").

If You are planning to use Blackmoon for any purposes allowed by and described in these Terms and Conditions and other documents provided by Blackmoon from time to time, You will act as a user (a "**User**") of Blackmoon trading platform (the "**Trading Platform**") and these Terms and Conditions shall be effective between You and Blackmoon from the moment You start using the services.

Please read this document carefully. It describes the services (the "**Services**") rendered by Blackmoon, including the use of the website <https://www.blackmoon.net> (the "**Website**") and any related applications and any services provided through the Website and such applications including, but not limited to, creation of your profile and account, data collection and storage practices, downloadable material from the Website or our other websites, Digital Currency information published on the Website or through applications (either by Us or by Our affiliated party), electronic content, real time information about the exchange rates or prices, as applicable, tools for executing transactions and any other features, as well as such content or services that We may add in the future. It also sets out the obligations and rights applying between You and Blackmoon. *If there is anything in this document or other documents referred herein which You do not understand, do not use our Services and the Website. Further, if there is anything in this document or other documents referred herein with which You do not agree, please leave the Website immediately.*

### 2. USER AGREEMENT

- 2.1 These Terms and Conditions describe to You in full detail the terms and conditions which You must accept without restrictions or objections before using the Trading Platform and our Services. Before you use any of the Services, You must fully understand and agree to all the terms and conditions expressly explained and/or incorporated herein by reference. Notwithstanding anything to the contrary, by continuing to use our Services, You are acknowledging that You have read these Terms and Conditions and have unconditionally accepted without reservation the Terms and Conditions in their entirety, including any supplements or addendums hereto.
- 2.2 By using the Website and the Services, You have specifically accepted these Terms and Conditions and in so doing have been given the opportunity to decline these Terms and Conditions. Accordingly, You understand that such acceptance constitutes these Terms and Conditions as an agreement between You and Us having as its terms, these Terms and Conditions (as the same may be updated, supplemented and amended from time to time with your further acceptance of such changes). Your use of the

Services and the Website constitutes your further and continued confirmation of such acceptance, together with an acceptance and acknowledgment of any other legal notices, disclaimers and statements contained on the main page of the Website. Your use of the Services is governed by the version of the Terms and Conditions in effect, on the exact date you use the respective Service, as hereby accepted by You. You shall check the Website periodically in order to review the current version of the Terms and Conditions.

**2.3 The access and usage rights granted to You terminate immediately upon any violation by You of these Terms and Conditions. We have the right, at any time and in our sole discretion, to place any conditions or restrictions upon, or terminate your access to, and use of, the Trading Platform, the Website and/or the Services, all without prior notice (except if otherwise expressly required herein).**

**2.4 IMPORTANT NOTE – BLACKMOON DOES NOT ACCEPT ANY USERS (INCLUDING RESIDENTS AND CITIZENS) IN THE FOLLOWING JURISDICTIONS AND TERRITORIES: CANADA, AUSTRALIA, SOUTH AFRICA, NEW ZEALAND, JAPAN, SINGAPORE, CAYMAN ISLANDS, BOSNIA AND HERZEGOVINA, CRIMEA, DEMOCRATIC PEOPLE’S REPUBLIC OF KOREA (DPRK), ETHIOPIA, HONG KONG, IRAN, SYRIA, SRI LANKA, UGANDA, YEMEN, IRAQ, TUNISIA, TRINIDAD AND TOBAGO AND UNITED STATES.**

**USERS IN PEOPLE’S REPUBLIC OF CHINA SHOULD CONSIDER LIMITATIONS AND RESTRICTIONS IMPOSED BY COMPETENT LOCAL AUTHORITIES AND APPLICABLE LEGISLATION OF CHINA EACH TIME THEY ARE GOING TO USE THE WEBSITE AND THE SERVICES.**

**2.5 Electronic Acceptance and Agreement(s):** You acknowledge and agree that by ticking the "I agree" box or clicking the "I agree" button or similar boxes, buttons or links as may be designated by Blackmoon to show your approval of any of the foregoing provisions or other provisions of these Terms and Conditions and the use of the Services (as defined below), or approval of any other provisions and/or documents offered to you at the Website, You are entering into a legally binding contract with Us. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

### **3. DESCRIPTION OF SERVICES**

**3.1** Blackmoon provides an online digital asset trading platform (the “**Trading Platform**”) for products commonly known as cryptographic tokens, digital tokens or cryptographic currency (collectively, “**Digital Currency**”). Blackmoon functions as a Trading Platform provider and not as a buyer or seller in trades made between traders. Blackmoon will not deal the Digital Currencies on own account and/or trade using proprietary capital or leverage. Also, while providing the Services, Blackmoon will not act as a broker or dealer.

**3.2** As its core service Blackmoon provides Users with an interface for transactions with Digital Currencies, and facilitates such transactions, all such transactions to be

executed in accordance with these Terms and Conditions, addendums hereto and other related documents as may be introduced by Blackmoon from time to time.

- 3.3 Blackmoon will provide the Users with the Services of access to the Trading Platform and its functions, the Trading Platform maintenance services, technical support and development.
- 3.4 The Services described in these Terms and Conditions are provided by Blackmoon. You may contact us by sending an e-mail to [info@blackmoon.net](mailto:info@blackmoon.net).
- 3.5 Blackmoon strives to maintain the accuracy of information posted on the Services however it cannot and does not guarantee the accuracy, suitability, reliability, completeness, performance or fitness for any purpose of the content made available through the Services, and will not be liable for any loss or damage that may arise directly or indirectly from your use of such content. Information on the Services can be subjected to change without notice and is provided for the primary purpose of facilitating users to arrive at independent decisions. Blackmoon does not provide investment or advisory advice and will have no liability for the use or interpretation of information as stated on the Services or other communication mediums. All users of the Services must understand that there are risks involved in trading in Digital Currencies as set out in the General Risk Disclosure. Blackmoon encourages all users to exercise prudence and trade responsibly within their own means.
- 3.6 Verified users that pass Blackmoon's KYC procedure will be able to use Blackmoon's conversion services between digital and fiat currencies. Before You can receive certain services, We will assess your eligibility for such transactions as described in Section 4 below. Your access to the information on certain services and transactions therein is subject to successful completion of our requirements.

#### **4. USER REGISTRATION AND VERIFICATION**

- 4.1 All Users of the Services must register at <https://www.blackmoon.net> and open Blackmoon account (an "**Account**") before using the Services. In order to create your Account, You must provide Your real name, email address and password, as well as accept these Terms and Conditions, privacy policy as described in Section 10 hereof and in a separate document available via the Website (the "**Privacy Policy**") and complete the requested application forms. Blackmoon may, in its sole discretion, refuse to open an Account for you. You agree to provide complete and accurate information when opening an Account and agree to promptly update any information you provide to Blackmoon so that such information is complete and accurate at all times. Each registration is for a single User only and each User (including with respect to any User that is a business or legal entity) may only maintain one active Account with Blackmoon.
- 4.2 Upon successful registration, your Account will be created and You become a registered User and will get access to additional information and analytical materials that may be available on the Website and certain functionality of the Trading Platform.

- 4.3 In order to get access to the full functionality of the Trading Platform, You will have to pass through an Account verification process where You will have to provide Blackmoon with certain detailed information and documents required for your identity verification. Upon successful verification of your Account You as a Verified User will be granted full access to the functionality of the Trading Platform.
- 4.4 By providing any information and/or documentation to Blackmoon within the registration or verification process or in other cases where Blackmoon requires You to provide such information and/or documentation, You are confirming to Blackmoon that any information and documentation provided by You is true, accurate, updated and complete information. Additionally, You agree that You will not impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from Blackmoon for any purpose. If You are registering as or for a business entity, You hereby declare that You have the authority to bind that entity to these Terms and Conditions. We apply strict security procedures and undertake to treat the information that You provide Us with care in accordance with our Privacy Policy.
- 4.5 BY SIGNING UP FOR THE ACCOUNT YOU HEREBY AUTHORIZE BLACKMOON TO MAKE INQUIRIES, WHETHER DIRECTLY OR THROUGH THIRD PARTIES, THAT BLACKMOON CONSIDERS NECESSARY TO VERIFY YOUR IDENTITY OR PROTECT YOU AND/OR BLACKMOON AGAINST FRAUD OR OTHER FINANCIAL CRIMES, AND TO TAKE ACTION BLACKMOON REASONABLY DEEMS NECESSARY BASED ON THE RESULTS OF SUCH INQUIRIES. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED TO CREDIT REFERENCE AND FRAUD PREVENTION OR FINANCIAL CRIME AGENCIES AND THAT THESE AGENCIES MAY RESPOND TO OUR INQUIRIES IN FULL.

## **5. ACCOUNT USE AND SECURITY**

- 5.1 Please note that when You register with the Trading Platform You will choose a user name and password that will personally identify You each time You log on to the Trading Platform. Your username and password should be kept confidential at all times. It is your sole responsibility to keep and protect the confidentiality of the Account credentials, including but not limited to a password, email, wallet address, balance and of all activity including transactions made through the Account.
- 5.2 If the security of Your username and password is breached or if You suspect that they are being wrongfully used – please contact Us immediately via e-mail or tools available on the Website. If We believe that there is likely to be a breach of security, We may require You to change Your Account credentials or suspend Your access to the Trading Platform. We reserve the right to edit, amend or issue You with new Account credentials or require a change of Your Account credentials at any time by giving notice to You.
- 5.3 Blackmoon personnel will never ask You to disclose your password. Any message the User receives or website that he/she visits that asks for the password, other than the Blackmoon Site, should be reported to Blackmoon. If the User is in doubt whether a

website is genuine, it is required to ensure the website is EV SSL compliant (Security Certificate Validation is shown in the address bar of a web browser).

- 5.4 It is advisable to change your password regularly (at least every three (3) to six (6) months) in order to reduce the risk of a security breach in relation to the Account. Blackmoon also advises not to choose a password that is easily guessed from information someone might know or gather about You or a password that has a meaning. Moreover, We advise to avoid storing the password or login details in the browser, cache or other electronic or written record that can be accessed by a third party.
- 5.5 Users may not deliver to any third party any information which may result in such third party receiving access to the relevant User's Account. If You grant access to or control over Your Account to a third party whether on a discretionary or non-discretionary basis, You do so at your own risk. Neither Blackmoon nor any of its affiliates or agents shall in any way be responsible for reviewing your choice of such third party or for making any recommendations with respect thereto. Blackmoon does not make any representations or warranties concerning such third party and shall not be responsible for any loss to You, which results from the actions of such third party. Blackmoon reserves the right to reject the appointment of any representative or attorney authorized to act on Your account and may elect to dismiss and/or reject any transactions performed by such person and, if Blackmoon reasonably suspects that access to the User's Account had been intentionally delivered to any third party improperly, to suspend or proceed to terminate such User's Account with the Trading Platform.

## **6. USER REPRESENTATIONS AND WARRANTIES**

- 6.1 Every time You use the Trading Platform and the Services You will be deemed to represent and warrant to Blackmoon that:
  - 6.1.1 You are at least 18 (eighteen) years old, or the legal age under the laws of any jurisdiction that applies to You;
  - 6.1.2 You are not a politically exposed person and do not have any relationship (e.g., relative, associate etc.) with a person who holds or held during the last 12 months any public position. If the above statement is untrue or inaccurate with respect to You, please inform Us accordingly and We upon consideration of all relevant information shall inform You if/how You may continue to use the Trading Platform;
  - 6.1.3 You are of sound mind and are capable of taking responsibility for your own actions;
  - 6.1.4 All the details that You have submitted to Blackmoon within the registration and/or verification process or otherwise, are accurate, up-to-date as of the date of provision, complete and not misleading;
  - 6.1.5 You will notify Us immediately of any changes to any information You have provided to Us in connection with these Terms and Conditions or your access to and use of the Trading Platform and/or the Services;

- 6.1.6 You understand that financial regulations, financial codes, financial ethics and contractual requirements vary worldwide and it is your responsibility to make sure that You comply with any and all local regulations, directives, restrictions and laws in your local place of residence before using the Services. You have verified and determined that your use of the Trading Platform does not violate any such laws or regulations of any jurisdiction that applies to You;
  - 6.1.7 All money (including any accepted digital tokens) that You use on the Trading Platform and/or the Services does not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any relevant authority, and You will not use the Website, the Trading Platform and/or the Services (1) for or in connection with any illegal activity in any country or jurisdiction, including without limitation money laundering and financing of terrorism, or (2) to post anything that is or may be considered offensive or abusive;
  - 6.1.8 For the avoidance of any doubt, representations and warranties are personal statements or assurances given by You on which We will rely when We provide You with access to the Services and Trading Platform functionality.
- 6.2 Every time You use the Trading Platform You agree to repeat the following representations:
- 6.2.1 Your use of the Services is bound by these Terms and Conditions; by continuing to use the Trading Platform and the Services you confirm your understanding and agreement with these Terms and Conditions;
  - 6.2.2 The execution, delivery and performance of these Terms and Conditions and Your use of the Trading Platform including each transaction You complete thereon will not violate any law, ordinance, charter, by-law or rule applicable to You, in the jurisdiction in which You are resident or otherwise, or any agreement by which You are bound or by which any of your assets are affected;
  - 6.2.3 You shall not use the services for engaging in market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering regardless of whether prohibited by law);
  - 6.2.4 You shall not use any automatic device, program, script, algorithm, or methodology (such as "deep link," "page scrape," "robot," "spider," or other), or any similar manual process, to access, acquire, copy, or monitor any portion of the Trading Platform or in any way reproduce or circumvent the navigational structure or presentation of the Services to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Services. You shall not attempt to gain unauthorized access to any portion or feature of the Trading Platform or any other systems or networks connected to the Trading Platform or to any Blackmoon server or to any of the services offered on or through the Trading Platform, by any illegitimate or prohibited means. You shall not probe, scan, or test the vulnerability of the Services or any network connected to the Trading Platform, nor breach the security or authentication measures on the Services or any

network connected to the Services. You shall not reverse look-up, trace, or seek to trace any information on any other user or visitor to the Trading Platform. You shall not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Trading Platform or Blackmoon's systems or networks or any systems or networks connected to the Trading Platform. You shall not use any device or software to interfere with the proper working of the Trading Platform and Services or any transaction conducted on the Trading Platform, or with any other person's use of the Trading Platform. You shall not forge any contents, headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to the Trading Platform. Generally, You shall not use the Services in any unlawful manner;

- 6.2.5 You shall not modify, reproduce, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any proprietary notices or labels, license, sublicense, sell, mirror, frame, rent, lease, private label, grant a security interest in, create derivative works of, or otherwise exploit the Trading Platform, or any portion of the Trading Platform without Blackmoon's prior written consent;
- 6.2.6 You shall not use Blackmoon data for the following purposes without Blackmoon's prior written consent:
  - a. Exchange services that use quotes or order book information from Blackmoon;
  - b. Data feed or data stream services that make use of any market data from Blackmoon;
  - c. Any other websites/apps/services that charge for, or otherwise commercially monetize (including through advertising or referral fees), market data obtained from Blackmoon;
- 6.2.7 You agree that Blackmoon shall have the right to investigate any violation of these Terms and Conditions, unilaterally determine whether you have violated these Terms and Conditions, and take actions to apply relevant rules without receiving your consent or giving prior notice to you. Examples of such actions include, but are not limited to:
  - a. Block and close order requests;
  - b. Freezing your account;
  - c. Reporting the incident to authorities;
  - d. Publishing the alleged violations and actions that have been taken;
  - e. Deleting any information you published that is in violation.

## **7. LIMITED LICENSE**

Subject to the above eligibility, registration and verification requirements and the terms and conditions set forth herein, Blackmoon grants You a personal license (a "**License**") that is non-transferable, non-exclusive and fully revocable, to use the Trading Platform and our Service (including the use of the Website and any associated downloadable software).

## **8. FEES**

- 8.1 Blackmoon will display all effective fees, charges, commissions and other costs on the Website. We reserve the right to amend such fees and commissions at any time at our own discretion.
- 8.2 You acknowledge that the fees and commissions and other costs presented to You via the Website may represent the rates to be used for calculation of the exact amounts of fees and commissions and other costs and the exact amounts of fees and commissions and other costs may be based on the amounts of the respective operations which You execute via the Trading Platform. You further acknowledge that all the commissions, fees and costs may vary and/or may be amended from time to time by Blackmoon and notified to You via the Website.
- 8.3 Subject to complying with the applicable rules and regulations of any regulatory authority, We will not be under any obligation to disclose to, or account to You for any profit, benefit, commission or other remuneration made or received by Us by reason of any transaction.
- 8.4 You acknowledge that all amounts due to Us shall be deducted from Your assets as appearing in Your Account and by using the Services authorize us to make such deductions.

## **9. ORDERS**

- 9.1 Upon placing an instruction to effect a trade using the Services (an "**Order**"), your Account will be updated to reflect the open Order and your Order will be included in Blackmoon's order book for matching with Orders from other Users. If all or a portion of your Order is matched with another User, the Services will execute an exchange (a "**Trade**"). Upon execution of a Trade, your Account will be updated to reflect that the Order has either been closed due to having been fully executed, or updated to reflect any partial fulfillment of the Order. Orders will remain open until fully executed or cancelled in accordance with subsection (b) below. For purposes of effectuating a Trade, you authorize Blackmoon to take temporary control of the Digital Currency that you are disposing of in the Trade.
- 9.2 You may only cancel an order initiated via the Services if such cancellation occurs before your Order has been matched with an Order from another user. Once your Order has been matched with an Order from another user, you may not change, withdraw, or cancel your authorization for Blackmoon to complete such Order. If any order has been partially matched, you may cancel the unmatched portion of the Order unless and until the unmatched portion has been matched. Blackmoon reserves the right to refuse any cancellation request associated with an Order after you have submitted such Order. If you have an insufficient amount of Digital Currency in your



Account to fulfill an Order, Blackmoon may cancel the entire Order or may fulfill a partial Order that can be covered by the Digital Currency in your Account (in each case after deducting any fees payable to Blackmoon in connection with the Trade as described in Section 8 above.

## **10. PRIVACY POLICY**

10.1 We respect each individual's right to privacy and take data security seriously. As You explore our Website or otherwise deal with Us, We want You to be clear about how We are handling your information and the ways in which your data can be protected, including:

- Personal data collection and use;
- How that information is used and how long it is stored;
- Your privacy rights;
- How We secure personal information; and
- When this policy applies.

10.2 When register on our Website and use our Services, We receive personal information. Before you proceed with using Our services, please review Our full Privacy Notice Statement available on the Website.

10.3 Your acceptance of the Privacy Notice Statement is required for the continuous use of Our services. You may withdraw Your consent at any time by following the procedure described in the Policy.

10.4 We reserve the right to amend the Privacy Policy from time to time and to apply changes to information previously collected, as permitted by law. Token Holders will be informed of any changes as required by the Applicable Regulation.

## **11. INTELLECTUAL PROPERTY**

All our intellectual property assets ("IP") including but not limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme and graphics are our sole and exclusive IP and are all protected by local and international intellectual property laws and treaties including all copyright laws and regulations. Under no circumstances shall You remove any copyright notification from any of our IP or unlawfully use the Website, the Trading Platform and/or our software. The use of the Trading Platform and associated Services does not grant You any rights other than those granted to You by revocable License in any way. We own or are licensed to use all the images, graphics, video, audio, software code, user interface design or logos, and/or content displayed on the Website and/or any software used therein and/or useable there through. You are not permitted to use any of our images and/or content for any other purpose without obtaining our prior written consent. Nothing contained on the Website and our other websites shall be construed as granting, by implication or otherwise, any license or right to use any trademark without either our written permission or the permission of the proprietor of such trademarks. Except as expressly stated herein, You may

not without our prior written permission, alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, video, audio, software code, user interface design or logos, from this or any of our other websites. If You link from another website to the Website, your website, as well as the link itself, may not, without our prior written permission, suggest that We endorse, sponsor or are affiliated with any of your or any third parties' website, entity, service or product, and may not make use of any of our IP other than those contained within the text of the link.

## **12. USER CONTENT, PERSONAL DATA AND COMMUNICATIONS**

- 12.1 User Content. By acceptance of these Terms and Conditions, You agree and acknowledge that the following information and content shall be considered non-confidential and non-proprietary information (other than your personal data as described below, collectively, the "Content"): Your username, Your picture/avatar (if provided), and other content posted by You on the Trading Platform. All Digital Currency portfolio performance results shall be considered non-confidential and non-proprietary information and as Blackmoon's property. By providing such Content, You specifically grant Us a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use, copy, duplicate store, present and/or publish all or any part of your Content, and We shall be free to use such Content in any manner or media whatsoever, on an unrestricted basis and without any attribution or royalties or other compensation to You, including without limitation, within or outside the Website, in advertisements, in newspapers and in other printed media.
- 12.2 Your conversations, including without limitation email/chat/messenger communications with Us, may be recorded/maintained by Us with or without warning. Any recordings shall be and remain Our sole property and will be accepted by You as conclusive evidence of their content as recorded by Us. You agree that We may deliver copies of transcripts of such recordings to any court, regulatory or government authority, including without limitation, in disputes which may arise between You and Us.
- 12.3 Without derogating from the generality of the foregoing, We and our affiliates and agents may collect, store and process information from You or otherwise in connection with the Services for the purpose of complying with the Applicable Regulation, including disclosures to governmental authorities. You understand that this may require the transfer of the information outside of the European Economic Area and agree to such transfer.
- 12.4 **Communications.** You acknowledge that You are responsible for any Content that You submit or transmit through the Website and the Trading Platform, including your responsibility as to the legality, reliability, appropriateness, originality and copyright of any such information or material. Additionally, You represent and warrant that: (i) You own all right title and interest in any Content provided by You, and (ii) the posting of your Content by Us (in any manner or media whatsoever, on an unrestricted basis) does not (and will not) violate the privacy rights, publicity rights, copyright, contract rights or any other rights of any individual or make derogatory remarks regarding, defame or otherwise criticize any person or entity. You shall be solely liable for any damage resulting from any infringement or other violation of the copyright,

trademarks or other proprietary rights of any individual or entity, and for any other harm or losses resulting from any Content provided or generated by You.

- 12.5 We do not undertake to review and monitor all the Content and We do not in any manner endorse, support, sanction, encourage, verify or acknowledge agreement with any such Content. We reserve the right to review, monitor, revise and/or remove any such Content in any way we see fit in our sole discretion. You acknowledge that We may report to government authorities any actions that may be considered illegal and/or as may be required by such authorities. When requested, We may cooperate with government authorities in any investigation of alleged illegal activity. You further confirm and acknowledge that We may also maintain records of all such Content.
- 12.6 At certain times, We may provide You with various information materials, links to other websites, circulated newsletters and/or provide You with third party information for your convenience (together referred to as the "**Information**"). By doing so, neither We nor any of our affiliates are endorsing, giving any representation with respect to, warranting, guaranteeing, sponsoring or otherwise accepting responsibility for the accuracy, correctness, timeliness, completeness or suitability of such Information. Such Information and tools are provided solely to assist You to make your own decisions and does not amount to investment advice. You understand that We are not required to continue to provide or update the above mentioned tools and Information and We may cease to do so at any time. For the avoidance of any doubt, We will not be responsible for the termination, interruption, delay or inaccuracy of any Information. You undertake not to enable deep linking or any other form of re-distribution or re-use of the Information. As such, We urge You to read and fully understand the Terms and Conditions and other policies of the Website, newsletters and information before using them. In no event shall Blackmoon or its affiliates be responsible or liable to You or anyone else, directly or indirectly, for any damage or loss arising from or relating to any use, continued use or reliance on any such Information or tools, including without limitation, directly or indirectly resulting from errors in, omissions of or alterations to any such Information.

### **13. RISK DISCLAIMER**

- 13.1 General Risk Statement. Investment in Digital Currencies is highly speculative and carries a high level of risk and is not suitable for every investor; therefore, You should not invest capital that You cannot afford to lose. Please consider Our General Risk Disclosure and these Terms and Conditions before using Our products or Services. You understand that You are using the Trading Platform and the Services at your own risk. The Digital Currencies market is a dynamic area and the respective prices are often highly unpredictable and volatile. You should not deal in these or similar products unless You understand their nature and the extent of Your exposure to risk. You should also be satisfied that the product is suitable for You in light of Your circumstances and financial position.
- 13.2 By using our Services, You agree to be fully, independently and personally liable for each transaction made on the Trading Platform through Your Account. As such, You must make sure that You are the only person with access to Your Account at all times. You must make sure that no minors have access to Your Account. If You do not settle a

transaction performed through Your Account, You shall be liable to Us and must indemnify Us in the amount necessary to cover the entire cost, whether indirect or direct, of the transaction.

- 13.3 While using the Website and/or applications (including the Trading Platform), You might encounter system errors that result from hardware and/or software failures. The result of any system failure may be that Your application or transaction is either not executed according to your instructions, executed with Account balance errors and discrepancies or not executed at all. Blackmoon will not be liable for the resulting errors in Account balances. Blackmoon reserves the right to make the necessary corrections or adjustments on the Account(s) involved.
- 13.4 Further, there are a series of inherent risks with the use of Internet technology and telecommunications such as the duplication of applications and instructions, latency, and other issues that are a result of connectivity issues. We shall not be liable for any and all circumstances in which You experience a delay in operations via the Trading Platform or an inability to use the Trading Platform caused by network transmission problems or any other problems outside our direct control, which include but are not limited to the strength of the mobile or wire signal, latency, or any other issues that may arise between You and any internet service provider, phone service provider, or any other service provider.
- 13.5 If at any time any of the Digital Currencies used within the Trading Platform is delisted and/or We no longer support such Digital Currency for any reason, then the outstanding transactions via the Trading Platform with the use of such Digital Currency will be immediately closed.

#### **14. INDEMNIFICATION AND LIMITATION OF LIABILITY**

- 14.1 You expressly agree that Your use of the Website and the Trading Platform, and any publications, presentations, financial information, trade data, performance information, blogs, postings, or other information, content, services and materials contained in, accessed via, or described on the Website or the Trading Platform, is at Your own risk, and that all such information, content, services and materials are provided on an "as is" and "as available" basis.
- 14.2 To the full extent permissible by Applicable Regulation, We make no, and hereby disclaim all, representations or warranties of any kind, express or implied, as to the availability, operation and use of the Website or the Trading Platform or the information, content, materials or Services on or accessed via the Website or the Trading Platform, including but not limited to warranties of merchantability, fitness for a particular purpose, title and non-infringement. Neither the Website nor the Trading Platform, nor any information, content, materials, or services available via the Website or the Trading Platform, constitutes or is intended to constitute, or should be construed as, a solicitation or any offer to buy any asset, investment advice or a recommendation or promotion of any transaction or other financial product, investment manager, or trading or investment strategy. In addition, We do not represent or warrant that the information accessible via the Website or the Trading Platform is accurate, complete, reliable or current and we are not responsible for any

errors or omissions therein or for any adverse consequences resulting from your reliance on any aspect of the Website or the Trading Platform. Further, We make no representations and warranties that the Website or the Trading Platform will be uninterrupted, secured, or free of errors or viruses, or other harmful components.

- 14.3 In no event shall We or Our affiliates, or the directors, officers, employees, agents or representatives of Blackmoon or its affiliates be liable to You or any third party for damages of any kind arising out of the use of, access to, reliance on, inability to use or improper use of the Website or the Trading Platform, any information posted on or otherwise delivered through the Website by the Users, or any other information, content, materials or services available on the Website or the Trading Platform (including, but not limited to, any direct, indirect, special, punitive, incidental or consequential damages or damages for loss of profits, goodwill or revenue, business interruption, or loss of data), even if advised of the possibility of such damages, and regardless of the form of action, whether in contract, tort, or otherwise.
- 14.4 In no event shall Blackmoon or its affiliates be liable to You for any action, inaction, decision or ruling of any exchange, market, clearing house or regulatory, self-regulatory, governmental or supra national authority.
- 14.5 Nothing in these Terms and Conditions shall exclude or restrict any duty or liability owed by Us to You under the Applicable Regulations and, notwithstanding any other provision of these Terms and Conditions, We shall be entitled to take any action that We consider necessary to ensure compliance with any relevant legislation and regulations. In the event of a conflict between any provision of these Terms and Conditions and any relevant legislation and regulations, the relevant legislation and regulations shall prevail.
- 14.6 In any event, and notwithstanding the generality of the foregoing, the maximum liability that You may claim from Us for any reason shall be no more than the USD equivalent of the Digital Currency that You paid into your Account for the purpose of investments, taken at the date of the transfer into your Account, that may have been the basis for any accumulated liability that You incur. The laws of certain jurisdictions do not permit limitations on implied warranties or the exclusion or limitation of certain types of damages, and thus some or all of the disclaimers, exclusions or limitations above may not apply to You.
- 14.7 You agree to indemnify and hold harmless Blackmoon, its affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with, the Services, (ii) your breach or our enforcement of these Terms, or (iii) your violation of any applicable law, regulation, or rights of any third party during your use of the Service. If you are obligated to indemnify Blackmoon, its affiliates, contractors, licensors, and their respective directors, officers, employees or agents pursuant to this clause, Blackmoon will have the right, in its sole discretion, to control any action or proceeding and to determine whether Blackmoon wishes to settle, and if so, on what terms.

## **15. TECHNICAL ISSUES**

- 15.1 As a provider of technology, We remind You that in some circumstances the use of the Internet can at times be unreliable and at times You may experience trouble connecting. You hereby undertake that We will not be liable, and You will not hold or seek to hold Us or any of our officers, employees agents or service providers liable, for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects. We do not represent, warrant, guarantee or claim that You will be able to access or use the Trading Platform at all times and from any location.
- 15.2 If You are suddenly disconnected from the Trading Platform You may lose any data, information or instructions which had not been actually transmitted to the Trading Platform before such disconnection happened.
- 15.3 **Maintenance.** We maintain our continuing right to temporarily shut down our operations and close or limit access to the Trading Platform for any or all Users at any time. We may do so at any given time, without notice. If We do so, We maintain the right to close all open transactions.
- 15.4 The Services and/or the Trading Platform may be unstable and may not work error free. We do not warrant that the functions contained in the Trading Platform will meet your requirements or that the operation of the Trading Platform will be uninterrupted or error free. Moreover, We reserve the right, at any time and for any reason, to discontinue, redesign, modify, enhance, change and/or patch the Website and/or the Trading Platform including without limitation, the structure, specifications, "look and feel," navigation, features and other elements of the Website and/or the Trading Platform or any part thereof.

## 16. PROHIBITED TECHNIQUES

- 16.1 **Circumvention & Reverse Engineering.** You shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that We have applied to the Trading Platform. If, at our sole discretion, You are in breach of this Section 16, We may terminate your access to the Trading Platform and block your Account immediately, and Blackmoon may inform relevant third parties of your breach of this Section 16. We have developed, and will continue to develop tools necessary to identify fraudulent or unlawful use of the Trading Platform.
- 16.2 **Artificial Intelligence Software.** It is absolutely prohibited to use any software which purpose is to apply any kind of artificial intelligence analysis to Our system relating to the use of the Trading Platform. In the event that We determine, at our own discretion, that artificial intelligence software has been used We reserve Our right to take action as We see fit, including completely blocking access to the Trading Platform and/or blocking and/or terminating the relevant User Account(s).
- 16.3 **Other Prohibited Techniques.** You agree that You will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Website, the Trading Platform and/or the Services, such as: (1) anything that could disrupt, negatively affect or inhibit other Users, or could damage, disable, overburden or

impair the Website, the Trading Platform and/or the Services, (2) using any robot, spider, crawler, scraper or other automated means to access the Website, the Trading Platform and/or the Services or to extract data, (3) using or attempting to use another User's Account without proper authorization (and, where applicable, written consent of Blackmoon), (4) attempting to access any portion of the Website, the Trading Platform and/or the Services for which You do not have authorization, (5) developing any third-party applications that interact with the Website, the Trading Platform and/or the Services, and (6) encouraging or inducing anyone to engage in any of the activities or techniques prohibited by this Section 16 or other impermissible activities.

## **17. TERMINATION**

17.1 We reserve the right to terminate these Terms and Conditions and your Account and registration (including Your username and password) in the following cases:

17.1.1 If for any reason We decide to discontinue to provide the Services (in whole or in part), by providing at least 3 (three) calendar days' notice (which may be provided by email, short text message etc.);

17.1.2 If We believe that You have breached any of the terms of these Terms and Conditions, immediately without notice;

17.1.3 If Your use of the Trading Platform has been in any way improper or breaches the spirit of these Terms and Conditions, immediately without notice;

17.1.4 Upon an issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up proceedings in which You are involved, immediately without notice; or

17.1.5 Upon the death of the User, immediately without notice.

17.2 You may terminate these Terms and Conditions and your Account and registration (including your username and password) at any time via the tools available on the Trading Platform or by contacting our support team, such termination to take effect upon the Trading Platform terminating your Account and registration (including username and password), which shall generally occur within 7 calendar days after receipt of your email by the Trading Platform, provided that You shall remain responsible for any activity on your Account that occurs prior to the actual termination of your Account.

17.2.1 Termination of these Terms and Conditions will not extinguish or alter any rights, obligations or liabilities of You or Us that accrued prior to such termination.

17.2.2 If these Terms and Conditions are terminated for any reason due to suspected misconduct by the User, Blackmoon reserves the right to withhold any funds or assets in the Account until the matter is resolved. Any decision made by Blackmoon regarding the matter will be final.

17.3 **Severability.** If any part of these Terms and Conditions is or becomes unlawful, ineffective, void or determined to be unenforceable, that part will be deemed

severable and will not affect the validity and enforceability of any remaining provisions.

#### **18. GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms and Conditions, their acceptance by You and the formation of the contract between You and Us based on the same, shall be governed by and construed in accordance with the laws of Cayman Islands. By using the Trading Platform and our Services You agree to recognize all electronic and magnetic data and documentation as admissible evidence when settling a dispute regarding any trades and investments effected pursuant to these Terms and Conditions. The courts in Cayman Islands shall have sole and exclusive jurisdiction regarding any dispute or claim arising hereunder.