### **Konnectivity Terms of Use**

Please read the terms carefully as they govern your use of KONNECTIVITY Services. THESE TERMS CONTAIN IMPORTANT PROVISIONS INCLUDING AN ARBITRATION PROVISION THAT REQUIRES ALL CLAIMS TO BE RESOLVED BY WAY OF LEGALLY BINDING ARBITRATION. The terms of the arbitration provision are set forth in Article VII, "Resolving Disputes: Forum, Arbitration, Class Action Waiver", hereunder. As with any asset, the values of Digital Currencies (as defined below) may fluctuate significantly and there is a substantial risk of economic losses when purchasing, selling, holding or investing in Digital Currencies. BY MAKING USE OF KONNECTIVITY SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: (1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF DIGITAL CURRENCIES; (2) YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF KONNECTIVITY SERVICES AND TRANSACTIONS OF DIGITAL CURRENCIES; AND (3) KONNECTIVITY SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.

By using this website ("Site"), registering for a KONNECTIVITY Account ("Account"), or using any of our other KONNECTIVITY Services, you ("you, your, or yourself") are agreeing to accept and comply with the terms and conditions of use stated below ("Terms of Use"). You should read the entire Terms of Use carefully before you use this Site or any of the KONNECTIVITY Services. As used in this Terms of Use, "KONNECTIVITY" refers to the company KONNECTIVITY including, without limitation, its owners, directors, investors, employees, or other related parties. Depending upon the context, "KONNECTIVITY" may also refer to the services, products, website, content or other materials (collectively, "KONNECTIVITY Services") provided by KONNECTIVITY. The Service operated by KONNECTIVITY. allows buyers ("Buyers") and sellers ("Sellers"), to buy and sell the Internet currency known as "QC." (see http://konnexpg.com). The Service operated by KONNECTIVITY also allows all registered users of the Service ("Members") to: •Transfer QC to registered merchants •Use QC for purchasing goods. Depending on your country of residence, you may not be able to use all the functions of the Site. It is your responsibility to follow those rules and laws in your country of residence and/or country from which you access this Site and Services. As long as you agree to and comply with these Terms of Use, KONNECTIVITY grants to you a personal, non-exclusive, non-transferable, non-sub licensable and limited right to enter and use the Site and the Service.

## I. Definitions

1. KONNECTIVITY refers to an ecosystem comprising KONNECTIVITY websites (whose domain names include but are not limited to <u>https://www.konnexpg.com</u>), mobile applications, clients, applets and other applications that are developed to offer KONNECTIVITY Services, and includes independently-operated platforms, websites and clients within the ecosystem.

2. KONNECTIVITY Operators refer to all parties that run KONNECTIVITY, including but not limited to legal persons, unincorporated organizations and teams that provide KONNECTIVITY Services and are responsible for such services. For convenience, unless otherwise stated, references to "KONNECTIVITY" and "we" in these Terms specifically mean KONNECTIVITY Operators. UNDER THESE TERMS, KONNECTIVITY OPERATORS MAY CHANGE AS KONNECTIVITY'S BUSINESS ADJUSTS, IN WHICH CASE, THE CHANGED OPERATORS SHALL PERFORM THEIR OBLIGATIONS UNDER THESE TERMS WITH YOU AND PROVIDE SERVICES TO YOU, AND SUCH CHANGE DOES NOT AFFECT YOUR RIGHTS AND INTERESTS UNDER THESE TERMS. ADDITIONALLY, THE SCOPE OF KONNECTIVITY OPERATORS MAY BE EXPANDED DUE TO THE PROVISION OF NEW KONNECTIVITY SERVICES, IN WHICH CASE, IF YOU CONTINUE TO USE KONNECTIVITY SERVICES, IT IS DEEMED THAT YOU HAVE AGREED TO JOINTLY EXECUTE THESE TERMS WITH THE NEWLY ADDED KONNECTIVITY OPERATORS. IN CASE OF A DISPUTE, YOU SHALL DETERMINE THE ENTITIES BY WHICH THESE TERMS ARE PERFORMED WITH YOU AND THE COUNTERPARTIES OF THE DISPUTE, DEPENDING ON THE SPECIFIC SERVICES YOU USE AND THE PARTICULAR ACTIONS THAT AFFECT YOUR RIGHTS OR INTERESTS.

3. KONNECTIVITY Services refer to various services provided to you by KONNECTIVITY that are based on Internet technologies and offered via KONNECTIVITY websites, mobile applications, clients and other forms (including new ones enabled by future technological development). KONNECTIVITY Services include but are not limited to such KONNECTIVITY ecosystem components as Digital Asset Trading Platforms and novel services to be provided by KONNECTIVITY.

4. KONNECTIVITY Platform Rules refer to all rules, interpretations, announcements, statements, letters of consent and other contents that have been and will be subsequently released by KONNECTIVITY, as well as all regulations, implementation rules, product process descriptions, and announcements published in the Help Center or within products or service processes.

5. Users refer to all individuals, institutions or organizations that access or use KONNECTIVITY or KONNECTIVITY Services and who meet the criteria and conditions stipulated by KONNECTIVITY. If there exist other agreements for such entities as developers, distributors, market makers, and Digital Currency exchanges, such agreements shall be followed.

6. Digital Currencies refer to encrypted or digital tokens or cryptocurrencies with a certain value that are based on blockchain and cryptography technologies and are issued and managed in a decentralized form.

7. Digital Assets refer to Digital Currencies or other types of digitalized assets with a certain value.

8. KONNECTIVITY Accounts refer to the foundational virtual accounts, including main accounts and subaccounts, which are opened by KONNECTIVITY for Users to record on KONNECTIVITY their usage of KONNECTIVITY Services, transactions, asset changes and

basic information. KONNECTIVITY Accounts serve as the basis for Users to enjoy and exercise their rights on KONNECTIVITY.

## **II. General Provisions**

## **1. About These Terms**

#### a. Contractual Relationship

These Terms constitute a legal agreement and create a binding contract between you and KONNECTIVITY Operators.

# **b.** Supplementary Terms

Due to the rapid development of Digital Currencies and KONNECTIVITY, these Terms between you and KONNECTIVITY Operators do not enumerate or cover all rights and obligations of each party, and do not guarantee full alignment with needs arising from future development. Therefore, THE PRIVACY POLICY (<u>https://www.konnexpg.com/privacy.asp</u>), KONNECTIVITY PLATFORM RULES, AND ALL OTHER AGREEMENTS ENTERED INTO SEPARATELY BETWEEN YOU AND KONNECTIVITY ARE DEEMED SUPPLEMENTARY TERMS THAT ARE AN INTEGRAL PART OF THESE TERMS AND SHALL HAVE THE SAME LEGAL EFFECT. YOUR USE OF KONNECTIVITY SERVICES IS DEEMED YOUR ACCEPTANCE OF THE ABOVE SUPPLEMENTARY TERMS.

# 2. KONNECTIVITY Account Registration and Requirements

### a. Registration

All Users must apply for a KONNECTIVITY Account at (https://client.konnexpg.com) before using KONNECTIVITY Services. When you register a KONNECTIVITY Account, you must provide your real name, email address and password, and accept these Terms, the Privacy Policy, and other KONNECTIVITY Platform Rules. KONNECTIVITY may refuse, in its discretion, to open a KONNECTIVITY Account for you. You agree to provide complete and accurate information when opening a KONNECTIVITY Account, and agree to timely update any information you provide to KONNECTIVITY to maintain the integrity and accuracy of the information. Only one User can be registered at a time, but each individual User (including any User that is a business or legal entity) may maintain only one main account at any given time. Institutional Users (including Users that are businesses and other legal entities) can open one or more subaccounts under the main account with the consent of KONNECTIVITY. For certain KONNECTIVITY Services, you may be required to set up a special account independent from your KONNECTIVITY Account, based on the provisions of these Terms or the Supplementary Terms. The registration, use, protection and management of such trading accounts are equally governed by the provisions of this article and article 6, unless otherwise stated in these Terms or the Supplementary Terms.

# **b.** Eligibility

By registering to use a KONNECTIVITY Account, you represent and warrant that (i) as an individual, you are at least 18 or are of legal age to form a binding contract under applicable laws; (ii) as an individual, legal person, or other organization, you have full legal capacity and sufficient authorizations to enter into these Terms; (iii) you have not been previously suspended or removed from using KONNECTIVITY Services; (iv) you do not currently have a KONNECTIVITY Account; (v) you are a non-U.S User. If you act as an employee or agent of a legal entity, and enter into these Terms on their behalf, you represent and warrant that you have all the necessary rights and authorizations to bind such legal entity; (vi) your use of KONNECTIVITY Services will not violate any and all laws and regulations applicable to you, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing.

# c. User Identity Verification

Your registration of an account with KONNECTIVITY will be deemed your agreement to provide required personal information for identity verification. Such information will be used to verify Users' identify, identify traces of money laundering, terrorist financing, fraud and other financial crimes through KONNECTIVITY, or for other lawful purposes stated by KONNECTIVITY. We will collect, use and share such information in accordance with our Privacy Policy. In addition to providing such information, you agree to allow us to keep a record of that information during the period for which your account is active and within five (5) years after your account is closed, in compliance with global industry standards on data storage. You also authorize us to conduct necessary investigations directly or through a third party to verify your identity or protect you and/or us from financial crimes, such as fraud. The information we require to verify your identity may include, but is not limited to, your name, email address, contact information, phone number, username, government-issued ID, date of birth, and other information collected during account registration. When providing the required information, you confirm it is true and accurate. AFTER REGISTRATION, YOU MUST ENSURE THAT THE INFORMATION IS TRUE, COMPLETE, AND TIMELY UPDATED WHEN CHANGED. IF THERE ARE ANY GROUNDS FOR BELIEVING THAT ANY OF THE INFORMATION YOU PROVIDED IS INCORRECT, FALSE, OUTDATED OR INCOMPLETE, KONNECTIVITY RESERVES THE RIGHT TO SEND YOU A NOTICE TO DEMAND CORRECTION, DIRECTLY DELETE THE RELEVANT INFORMATION, AND, AS THE CASE MAY BE, TERMINATE ALL OR PART OF KONNECTIVITY SERVICES WE PROVIDE FOR YOU. IF WE ARE UNABLE TO REACH YOU WITH THE CONTACT INFORMATION YOU PROVIDED, YOU SHALL BE FULLY LIABLE FOR ANY LOSS OR EXPENSE CAUSED TO KONNECTIVITY

DURING YOUR USE OF KONNECTIVITY SERVICES. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE THE OBLIGATION TO UPDATE ALL THE INFORMATION IF THERE IS ANY CHANGE.

BY REGISTERING AN ACCOUNT, YOU HEREBY AUTHORIZE KONNECTIVITY TO CONDUCT INVESTIGATIONS THAT KONNECTIVITY CONSIDERS NECESSARY, EITHER DIRECTLY OR THROUGH A THIRD PARTY, TO VERIFY YOUR IDENTITY OR PROTECT YOU, OTHER USERS AND/OR KONNECTIVITY FROM FRAUD OR OTHER FINANCIAL CRIMES, AND TO TAKE NECESSARY ACTIONS BASED ON THE RESULTS OF SUCH INVESTIGATIONS. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED TO CREDIT BUREAUS AND AGENCIES FOR FRAUD PREVENTION OR FINANCIAL CRIME PREVENTION, WHICH MAY RESPOND TO OUR INVESTIGATIONS IN FULL.

## d. Account Usage Requirements

The KONNECTIVITY Account can only be used by the account registrant. KONNECTIVITY reserves the right to suspend, freeze or cancel the use of KONNECTIVITY Accounts by persons other than account registrant. If you suspect or become aware of any unauthorized use of your username and password, you should notify KONNECTIVITY immediately. KONNECTIVITY assumes no liability for any loss or damage arising from the use of KONNECTIVITY Account by you or any third party with or without your authorization.

## e. Account Security

KONNECTIVITY has been committed to maintaining the security of User entrusted funds and has implemented industry standard protection for KONNECTIVITY Services. However, the actions of individual Users may pose risks. You shall agree to treat your access credentials (such as username and password) as confidential information, and not to disclose such information to any third party. You also agree to be solely responsible for taking the necessary security measures to protect your KONNECTIVITY Account and personal information.

You should be solely responsible for keeping safe of your KONNECTIVITY Account and password, and be responsible for all the transactions under your KONNECTIVITY Account. KONNECTIVITY assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account credentials, including but not limited to information disclosure, information release, consent or submission of various rules and agreements by clicking on the website, online agreement renewal, etc.

By creating a KONNECTIVITY Account, you hereby agree that:

- 1. you will notify KONNECTIVITY immediately if you are aware of any unauthorized use of your KONNECTIVITY Account and password or any other violation of security rules;
- 2. you will strictly abide by all mechanisms or procedures of KONNECTIVITY regarding security, authentication, trading, charging, and withdrawal; and
- 3. you will take appropriate steps to logout from KONNECTIVITY at the end of each visit.

# f. Personal Data

Your personal data will be properly protected and kept confidential, but KONNECTIVITY has the right to collect, process, use or disclose your personal data in accordance with the Terms (including the Privacy Policy) or applicable laws. Depending on the products or services concerned, your personal data may be disclosed to the following third parties:

- 1. your transaction counterparty;
- 2. KONNECTIVITY Operators, and the shareholders, partners, investors, directors, supervisors, senior managers and employees of such entities;
- 3. our joint ventures, alliance partners and business partners;
- 4. our agents, contractors, suppliers, third-party service providers and professional advisers, including the parties who have been contracted to provide us with administrative, financial, research, operations, IT and other services, in such areas as telecommunications, information technology, payroll, information processing, training, market research, storage and archival;
- 5. third-party business partners who provide goods and services, whether or not in cooperation with us;
- 6. insurance companies or insurance investigators and credit providers;
- 7. credit bureaus, or any debt collection agencies or dispute resolution centers in the event of violation or dispute;
- 8. business partners, investors, trustees or assignees (actual or expected) that promote business asset transactions (which can be broadened to include any merger, acquisition or asset sale) of KONNECTIVITY Operators;
- 9. professional consultants such as auditors and lawyers;
- 10. relevant government regulatory agencies or law enforcement agencies to comply with laws or regulations formulated by government authorities;
- 11. assignees of our rights and obligations;
- 12. banks, credit card companies and their respective service providers;
- 13. persons with your consent as determined by you or the applicable contract.

# **III. KONNECTIVITY Services**

Upon completion of the registration and identity verification for your KONNECTIVITY Account, you may use various KONNECTIVITY Services and other information released by KONNECTIVITY, participating in User activities held by KONNECTIVITY, etc., in accordance with the provisions of these Terms (including KONNECTIVITY Platform Rules and other individual agreements). KONNECTIVITY has the right to:

- Provide, modify or terminate, in its discretion, any KONNECTIVITY Services based on its development plan; and
- Allow or prohibit some Users' use of any KONNECTIVITY Services in accordance with relevant KONNECTIVITY Platform Rules.

## 1. Service Usage Guidelines

## a. License

Provided that you constantly comply with the express terms and conditions stated in these Terms, KONNECTIVITY grants you a revocable, limited, royalty-free, non-exclusive, nontransferable, and non-sublicensable license to access and use KONNECTIVITY Services through your computer or Internet compatible devices for your personal/internal purposes. You are prohibited to use KONNECTIVITY Services for resale or commercial purposes, including transactions on behalf of other persons or entities. All the above actions are expressly prohibited and constitute a material violation of these Terms. The content layout, format, function and access rights regarding KONNECTIVITY Services should be stipulated in the discretion of KONNECTIVITY. KONNECTIVITY reserves all rights not expressly granted in these Terms. Therefore, you are hereby prohibited from using KONNECTIVITY Services in any way not expressly authorized by these Terms. These Terms only grant a limited license to access and use KONNECTIVITY Services. Therefore, you hereby agree that when you use KONNECTIVITY Services, KONNECTIVITY does not transfer KONNECTIVITY Services or the ownership or intellectual property rights of any KONNECTIVITY intellectual property to you or anyone else. All the text, graphics, user interfaces, visual interface, photos, sounds, process flow diagrams, computer code (including html code), programs, software, products, information and documents, as well as the design, structure, selection, coordination, expression, look and feel, and layout of any content included in the services or provided through KONNECTIVITY Services, are exclusively owned, controlled and/or licensed by KONNECTIVITY Operators or its members, parent companies, licensors or affiliates. KONNECTIVITY owns any feedback, suggestions, ideas, or other information or materials (hereinafter collectively referred to as "Feedback") about KONNECTIVITY or KONNECTIVITY Services that you provide through email, KONNECTIVITY Services, or other ways. You hereby transfer all rights, ownership and interests of the Feedback and all related intellectual property rights to KONNECTIVITY. You have no right and hereby waive any request for acknowledgment or compensation based on any Feedback, or any modifications based on any Feedback.

## **b.** Restrictions

When you use KONNECTIVITY Services, you agree and undertake to comply with the following provisions:

- 1. During the use of KONNECTIVITY Services, all activities you carry out should comply with the requirements of applicable laws and regulations, these Terms, and various guidelines of KONNECTIVITY;
- 2. Your use of KONNECTIVITY Services should not violate public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using KONNECTIVITY Services;
- 3. Without prior written consent from KONNECTIVITY, you may not modify, replicate, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any copyright statement or label, or license, sub-license, sell, mirror, design, rent, lease, private label, grant security

interests in the properties or any part of the properties, or create their derivative works or otherwise take advantage of any part of the properties.

4. You may not (i) use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of KONNECTIVITY Services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through KONNECTIVITY Services; (ii) attempt to access any part or function of the properties without authorization, or connect to KONNECTIVITY Services or any KONNECTIVITY servers or any other systems or networks of any KONNECTIVITY Services provided through the services by hacking, password mining or any other unlawful or prohibited means; (iii) probe, scan or test the vulnerabilities of KONNECTIVITY Services or any network connected to the properties, or violate any security or authentication measures on KONNECTIVITY Services or any network connected to KONNECTIVITY Services; (iv) reverse look-up, track or seek to track any information of any other Users or visitors of KONNECTIVITY Services; (v) take any actions that imposes an unreasonable or disproportionately large load on the infrastructure of systems or networks of KONNECTIVITY Services or KONNECTIVITY, or the infrastructure of any systems or networks connected to KONNECTIVITY services; (vi) use any devices, software or routine programs to interfere with the normal operation of KONNECTIVITY Services or any transactions on KONNECTIVITY Services, or any other person's use of KONNECTIVITY Services; (vii) forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to KONNECTIVITY, or (viii) use KONNECTIVITY Services in an illegal way.

By accessing KONNECTIVITY Services, you agree that KONNECTIVITY has the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions under relevant regulations without your consent or prior notice. Examples of such actions include, but are not limited to:

- Blocking and closing order requests;
- Freezing your account;
- Reporting the incident to the authorities;
- Publishing the alleged violations and actions that have been taken;
- Deleting any information you published that are found to be violations.

### **IV. Termination of Agreement**

## 1. Suspension of KONNECTIVITY Accounts

You agree that KONNECTIVITY shall have the right to immediately suspend your KONNECTIVITY Account (and any accounts beneficially owned by related entities or

affiliates), freeze or lock the QC Asset or funds in all such accounts, and suspend your access to KONNECTIVITY for any reason including if KONNECTIVITY suspects any such accounts to be in violation of these Terms, our Privacy Policy, or any applicable laws and regulations. You agree that KONNECTIVITY shall not be liable to you for any permanent or temporary modification of your KONNECTIVITY Account, or suspension or termination of your access to all or any portion of KONNECTIVITY Services. KONNECTIVITY shall reserve the right to keep and use the transaction data or other information related to such KONNECTIVITY Accounts. The above account controls may also be applied in the following cases:

- The KONNECTIVITY Account is subject to a governmental proceeding, criminal investigation or other pending litigation;
- We detect unusual activities in the KONNECTIVITY Account;
- We detect unauthorized access to the KONNECTIVITY Account;
- We are required to do so by a court order or command by a regulatory/government authority.

# **2. Cancellation of KONNECTIVITY Accounts**

In case of any of the following events, KONNECTIVITY shall have the right to directly terminate these Terms by cancelling your KONNECTIVITY Account, and shall enjoy the right but not the obligation to permanently freeze (cancel) the authorizations of your KONNECTIVITY Account on KONNECTIVITY and withdraw the corresponding KONNECTIVITY Account thereof:

- after KONNECTIVITY terminates services to you;
- you allegedly register or register in any other person's name as a KONNECTIVITY User again, directly or indirectly;
- the information that you have provided is untruthful, inaccurate, outdated or incomplete;
- when these Terms are amended, you state your unwillingness to accept the amended Terms by applying for cancellation of your KONNECTIVITY Account or by other means;
- you request that KONNECTIVITY Services be terminated; and
- any other circumstances where KONNECTIVITY deems it should terminate KONNECTIVITY Services.

Should your KONNECTIVITY Account be terminated, the account and transactional information that meet data retention standards will be securely stored for 5 years. In addition, if a transaction is unfinished during the account termination process, KONNECTIVITY shall have the right to notify your counterparty of the situation at that time. You acknowledge that a user-initiated account exit (right to erasure under GDPR or other equivalent regulations) will also be subjected to the termination protocol stated above.

If KONNECTIVITY is informed that any Digital Assets or funds held in your

KONNECTIVITY Account are stolen or otherwise are not lawfully possessed by you, KONNECTIVITY may, but has no obligation to, place an administrative hold on the affected

funds and your KONNECTIVITY Account. If KONNECTIVITY does lay down an

administrative hold on some or all of your funds or KONNECTIVITY Account, KONNECTIVITY may continue such hold until such time as the dispute has been resolved and evidence of the resolution acceptable to KONNECTIVITY has been provided to KONNECTIVITY in a form acceptable to KONNECTIVITY. KONNECTIVITY will not involve itself in any such dispute or the resolution of the dispute. You agree that KONNECTIVITY will have no liability or responsibility for any such hold, or for your inability to withdraw Digital Assets or funds or execute trades during the period of any such hold.

## **3. Remaining Funds After KONNECTIVITY Account Termination**

Except as set forth in paragraph 4 below, once a KONNECTIVITY Account is closed/withdrawn, all remaining account balance (which includes charges and liabilities owed to KONNECTIVITY) will be payable immediately to KONNECTIVITY. Upon payment of all outstanding charges to KONNECTIVITY (if any), Users will have 5 business days to withdraw all QC or funds from the account.

## 4. Remaining Funds After KONNECTIVITY Account Termination Due to Fraud, Violation of Law, or Violation of These Terms

KONNECTIVITY maintains full custody of the QCs, funds and User data/information which may be turned over to governmental authorities in the event of KONNECTIVITY Accounts' suspension/closure arising from fraud investigations, investigations of violation of law or violation of these Terms.

## V. Compliance with Local Laws

It is Users' responsibility to abide by local laws in relation to the legal usage of KONNECTIVITY Services in their local jurisdiction as well as other laws and regulations applicable to Users. Users must also factor, to the extent of their local laws all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities. ALL USERS OF KONNECTIVITY SERVICES ACKNOWLEDGE AND DECLARE THAT THEIR FUNDS COME FROM LEGITIMATE SOURCES AND DO NOT ORIGINATE FROM ILLEGAL ACTIVITIES; USERS AGREE THAT KONNECTIVITY WILL REQUIRE THEM TO PROVIDE OR OTHERWISE COLLECT THE NECESSARY INFORMATION AND MATERIALS AS PER RELEVANT LAWS OR GOVERNMENT ORDERS TO VERIFY THE LEGALITY OF THE SOURCES AND USE OF THEIR FUNDS.KONNECTIVITY maintains a stance of cooperation with law enforcement authorities globally and will not hesitate to seize, freeze, terminate Users' accounts and funds which are flagged out or investigated by legal mandate.

# **VI. Privacy Policy**

Access to KONNECTIVITY Services will require the submission of certain personally identifiable information. Please review KONNECTIVITY's Privacy Policy at <a href="https://www.konnexpg.com/privacy.asp">https://www.konnexpg.com/privacy.asp</a> for a summary of KONNECTIVITY's guidelines regarding the collection and use of personally identifiable information.

### VII. Resolving Disputes: Forum, Arbitration, Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY, AS IT INVOLVES A WAIVER OF CERTAIN RIGHTS TO BRING LEGAL PROCEEDINGS, INCLUDING AS A CLASS ACTION.

1. Notice of Claim and Dispute Resolution Period. Please contact KONNECTIVITY first! KONNECTIVITY wants to address your concerns without resorting to formal legal proceedings, if possible. If you have a dispute with KONNECTIVITY, then you should contact KONNECTIVITY and a ticket number will be assigned. KONNECTIVITY will attempt to resolve your dispute internally as soon as possible. The parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).

In the event the dispute cannot be resolved satisfactorily, and you wish to assert a legal claim against KONNECTIVITY, then you agree to set forth the basis of such claim in writing in a "Notice of Claim," as a form of prior notice to KONNECTIVITY. The Notice of Claim must (1) describe the nature and basis of the claim or dispute, (2) set forth the specific relief sought, (3) provide the original ticket number, and (4) include your KONNECTIVITY account email. The Notice of Claim should be submitted to an email address or hyperlink provided in your correspondence with KONNECTIVITY. After you have provided the Notice of Claim to KONNECTIVITY or you to arbitration in accordance with paragraph 2 of this Section, below. For the avoidance of doubt, the submission of a dispute to KONNECTIVITY for resolution internally and the delivery of a Notice of Claim to KONNECTIVITY are prerequisites to commencement of an arbitration proceeding (or any other legal proceeding). During the arbitration, the amount of any settlement offer made by you or KONNECTIVITY shall not be disclosed to the arbitrator.

2. Agreement to Arbitrate. You and KONNECTIVITY agree that, subject to paragraph 1 above, any dispute, claim, or controversy between you and KONNECTIVITY arising in connection with or relating in any way to these Terms or to your relationship with KONNECTIVITY as a user of KONNECTIVITY Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) will be determined by mandatory final and

binding individual (not class) arbitration, except as set forth below under Exceptions to Agreement to Arbitrate. You and KONNECTIVITY further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including without limitation any objections with respect to the existence, scope or validity of the Agreement to Arbitrate, or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow this agreement and can award the same damages and relief as a court (including, if applicable, attorney fees), except that the arbitrator may not award declaratory or injunctive relief benefiting anyone but the parties to the arbitration. The arbitration provisions set forth in this Section will survive termination of these Terms. Arbitration Rules. The arbitration shall be subject to the Rules of Arbitration of the International Chamber of Commerce (the "ICC") then in force (the "ICC Rules"), as modified by this Section X. The arbitration will be administered by the International Court of Arbitration of the ICC. Unless the parties agree otherwise, there shall be only one arbitrator appointed in accordance with the ICC Rules. Any arbitration will be conducted in the English language, unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. JUDGMENT ON ANY ARBITRAL AWARD MAY BE GIVEN IN ANY COURT HAVING JURISDICTION OVER THE PARTY (OR OVER THE ASSETS OF THE PARTY) AGAINST WHOM SUCH AN AWARD IS RENDERED. Time for Filing: ANY ARBITRATION AGAINST KONNECTIVITY MUST BE COMMENCED BY FILING A REQUEST FOR ARBITRATION WITHIN ONE (1) YEAR, AFTER THE DATE THE PARTY ASSERTING THE CLAIM FIRST KNOWS OR REASONABLY SHOULD KNOW OF THE ACT, OMISSION OR DEFAULT GIVING RISE TO THE CLAIM; AND THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD. THIS ONE YEAR LIMITATION PERIOD IS INCLUSIVE OF THE INTERNAL DISPUTE RESOLUTION PROCEDURE SET FORTH IN PARAGRAPH 1 OF THIS SECTION, ABOVE. THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD. If applicable law prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. Process; Notice: The party who intends to seek arbitration after the expiration of the Dispute Resolution Period set forth in paragraph 1, above, must submit a request to the ICC in accordance with the ICC Rules. If we request arbitration against you, we will give you notice at the email address or mailing address you have provided. You agree that any notice sent to this email or mailing address shall be deemed effective for all purposes, including without limitation to determinations of adequacy of service. It is your obligation to ensure that the email address and/or mailing address on file with KONNECTIVITY is up-to-date and accurate. Seat of Arbitration: The seat of the arbitration shall be Switzerland. Place of Hearing: The location of any in-person arbitration hearing shall be Switzerland, unless otherwise agreed to by the parties. Governing Law / Jurisdiction: The governing law of the arbitration shall be determined in accordance with the ICC Rules. Confidentiality. The parties agree that the arbitration shall be kept confidential. The existence of the arbitration, any nonpublic information provided in the arbitration, and any submissions, orders or awards made in the arbitration (together, the "Confidential Information") shall not be disclosed to any non-party except the tribunal, the ICC, the parties, their counsel, experts, witnesses, accountants and auditors, insurers and reinsurers, and any other person necessary to the conduct of the

arbitration. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision shall survive termination of these Terms and of any arbitration brought pursuant to these Terms.

3. Class Action Waiver. You and KONNECTIVITY agree that any claims relating to these Terms or to your relationship with KONNECTIVITY as a user of KONNECTIVITY Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) shall be brought against the other party in an arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You and KONNECTIVITY further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of all parties, including KONNECTIVITY.

4. Modifications. KONNECTIVITY reserves the right to update, modify, revise, suspend, or make any future changes to Section X regarding the parties' Agreement to Arbitrate, subject to applicable law. You hereby consent and agree that it is your responsibility to ensure that your understanding of this Section is up to date. Subject to the applicable law, your continued use of your KONNECTIVITY account shall be deemed to be your acceptance of any modifications to Section X regarding the parties' Agreement to Arbitrate. You agree that if you object to the modifications to Section X, KONNECTIVITY may block access to your account pending closure of your account. In such circumstances, the Terms of Use prior to modification shall remain in full force and effect pending closure of your account.

5. Severability. If any portion of these Terms are adjudged to be invalid or unenforceable for any reason or to any extent, the remainder of these Terms will remain valid and enforceable and the invalid or unenforceable portion will be given effect to the greatest extent permitted by law. pending closure of your account.