

ICONOMI
GENERAL TERMS AND CONDITIONS

for
Crypto Strategy Experts

November 2019
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READ THESE TERMS AND CONDITIONS (“**TERMS**”) CAREFULLY BEFORE USING THE SERVICES DESCRIBED HEREIN.

PLEASE NOTE THAT BY ACCEPTING THESE TERMS AND CONDITIONS YOU ALSO ACCEPT THE GENERAL TERMS AND CONDITIONS FOR ICONOMI END USERS, WHICH SHALL BE CONSIDERED AN INTEGRAL PART OF THESE TERMS.

BY UTILIZING THE WEBSITE LOCATED AT www.iconomi.com (“**WEBSITE**”) AND THE ICONOMI PLATFORM (“**PLATFORM**”) AND OTHER PRODUCTS OFFERED THEREIN, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS, YOU ARE NOT AN AUTHORIZED USER OF THESE SERVICES AND YOU CANNOT BE A CRYPTO STRATEGY EXPERT AND SHOULD NOT USE THIS WEBSITE OR ITS PRODUCTS. YOU MAY BE REFERRED TO YOU OR THE ENTITY YOU REPRESENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THE ICONOMI ANTI-MONEY LAUNDERING POLICY AND THAT YOU AGREE TO BE BOUND BY IT.

ICONOMI LIMITED (“**ICONOMI**”) RESERVES THE RIGHT TO CHANGE, MODIFY, ADD, OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON. WE SUGGEST THAT YOU REVIEW THESE TERMS PERIODICALLY FOR CHANGES. SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. YOU ACKNOWLEDGE THAT BY ACCESSING OUR WEBSITE AFTER WE HAVE POSTED CHANGES TO THESE TERMS, YOU ARE AGREEING TO THE MODIFIED TERMS.

THIS DOCUMENT AND ANY OTHER DOCUMENT PRODUCED AND SIGNED BY ICONOMI DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO SELL SHARES OR SECURITIES IN ICONOMI OR THE WEBSITE OR THE PRODUCTS OFFERED THEREIN. NONE OF THE INFORMATION OR ANALYSES PRESENTED ARE INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, AND NO SPECIFIC RECOMMENDATIONS ARE INTENDED, AND ICONOMI SERVICES AND THE WEBSITE ARE NOT, DO NOT OFFER, AND SHALL NOT BE CONSTRUED AS INVESTMENT OR FINANCIAL PRODUCTS, BUT ONLY AS A SOFTWARE APPLICATION. ACCORDINGLY, THIS DOCUMENT DOES NOT CONSTITUTE INVESTMENT ADVICE OR COUNSEL OR SOLICITATION FOR INVESTMENT IN ANY SECURITY AND SHALL NOT BE CONSTRUED IN THAT WAY. THIS DOCUMENT ALSO DOES NOT CONSTITUTE AN AGREEMENT WITH A FUND MANAGER OR PORTFOLIO MANAGER AS A REGULATED POSITION IN

ACCORDANCE WITH THE LEGISLATION OF ANY JURISDICTION. ICONOMI IS NOT A FUND MANAGEMENT COMPANY AND SERVICES PROVIDED HEREIN ARE NOT REGULATED. THIS DOCUMENT DOES NOT CONSTITUTE OR FORM PART OF, AND SHOULD NOT BE CONSTRUED AS, AN OFFER FOR THE SALE, SUBSCRIPTION, OR INVITATION TO OFFER TO BUY OR SUBSCRIBE TO ANY SECURITIES, ICONOMI PRODUCTS INCLUDED. ICONOMI EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THIS DOCUMENT, (II) ANY ERROR, OMISSION, OR INACCURACY IN ANY SUCH INFORMATION, (III) ANY ACTION RESULTING THEREFROM, OR (IV) USAGE OR ACQUISITION OF PRODUCTS AVAILABLE THROUGH THE WEBSITE.

1. TERMS

1.1 The following terms shall have for the purposes of these General Terms and Conditions the following meanings.

- (a) **“Crypto Strategy Experts”** or **“Experts”** shall have the meaning set out in 4.1.
- (b) **“Crypto Strategy”** shall have the meaning set out in 3.1(a) and 3.3.
- (c) **“Digital Assets”** are cryptocurrencies and tokens available in a particular public blockchain network that are accepted by the Platform, such as but not limited to Bitcoin, Ethereum, Litecoin, Lisk, Monero, Dash, Binance Coin and NEO. ICONOMI may from time to time without argumentation and in full discretion add or remove particular cryptocurrencies or tokens from this list without the need to change these Terms (“Digital Assets” are also referred to for marketing purposes as “Cryptocurrencies” as a commonly interchangeable term for Digital Assets).
- (d) **“End User Terms”** shall have the meaning set out in 2.1.
- (e) **“European Economic Area”** or **“EEA”** shall mean all EU countries as well as Iceland, Liechtenstein, and Norway.
- (f) **“Fee Schedule”** shall have the meaning set out in 8.4.
- (g) **“ICONOMI IP”** shall have the meaning set out in 13.5.
- (h) **“ICONOMI Wallet”** means a software solution and a service integrated into the platform that enables users to store Digital Assets. An ICONOMI wallet is required for the acquisition of Digital Assets.
- (i) **“ICONOMI”** means ICONOMI Limited, a company organised under the laws of England and Wales.
- (j) **“ICONOMI SV”** means ICONOMI Inc, a company organised under the laws of Saint Vincent and the Grenadines.
- (k) **“Platform”** shall have the meaning set out in 3.1(a) and 3.2.
- (l) **“Terms”** means these General Terms and Conditions.

- (m) A **“Third-party Wallet”** is a software solution enabling users to store their Digital Assets that is not hosted by ICONOMI or on the Platform.
- (n) **“VAT”** means value added tax of a jurisdiction, if applicable.
- (o) **“Website”** means www.iconomi.com.

2. APPLICABILITY OF ICONOMI GENERAL TERMS AND CONDITIONS FOR END USERS

- 2.1 The ICONOMI General Terms and Conditions for End Users (**“End User Terms”**) also apply to all Crypto Strategy Experts.
- 2.2 End User Terms shall be considered part of these Terms. End User Terms may be changed from time to time and published on the Website.
- 2.3 In case of variances between the End User Terms and these Terms, these Terms shall prevail.

3. PRODUCTS AND SERVICES

3.1 General

- (a) ICONOMI offers a number of products and services, which are published on the Website. ICONOMI’s main product is the *“ICONOMI Platform”* (the **“Platform”**). Within the Platform, several Crypto Strategies may be available as products, as well as various other products and services, all accessible through the Website.
- (b) Crypto Strategies are managed by Crypto Strategy Experts, who shall act in accordance with these Terms.
- (c) These Terms do not apply to users who are not Crypto Strategy Experts.

3.2 ICONOMI platform

- (a) The Platform is a software platform consisting of a webpage interface, a software interface for communication between the Website and blockchain networks, all developed by ICONOMI SV and operated by and offered by ICONOMI through the Website. It enables the creation, management, sharing with other users, and comparison of different Crypto Strategies, as well as the acquisition of different cryptocurrencies and tokens.
- (b) The Platform operates 24/7, subject to certain limitations, such as the limitations of cryptocurrencies and tokens held in hot wallets and per-session trading limitations, as well as unforeseeable technical and network issues.

3.3 Crypto Strategy

- (a) A Crypto Strategy is a feature which allows End users to simply follow one or more Crypto Strategies and invest their assets into multiple Digital Assets in line with the structure of followed Crypto Strategy. A Crypto Strategy can include a number of Digital Assets. Consequently,

its main feature is that it saves time and transaction costs for those Users who wish to obtain different Digital Assets.

- (b) Crypto Strategy is managed by Crypto Strategy Expert, which include, but it is not limited to setting-up the Crypto Strategy structure and rebalancing of it (more details in section 4 of these Terms).
 - (c) A Crypto Strategy is an actual Digital Assets portfolio of Crypto Strategy Expert on ICONOMI platform, which can be followed by other End users. With following Crypto Strategy End users invest their assets in the same way as Crypto Strategy Expert does. End user who starts following certain Crypto Strategy receives the same structure of Digital Assets in the proportionate amount of invested funds to his/her ICONOMI account.
 - (d) The structure of the End user connected to the followed Crypto Strategy is automatically rebalanced every time the Crypto Strategy is rebalanced by the Crypto Strategy Expert. Until the End user is following a certain Crypto Strategy, the structure of Crypto Strategy and the structure of the End user connected to the Crypto Strategy are proportionally harmonized. End user can at any time stop following certain Crypto Strategy and withdraws his/her assets to Bitcoin (BTC), Ether (ETH) or EUR.
 - (e) For the purpose of these Terms, Digital Assets are cryptocurrencies and tokens existing in any blockchain that are available to users.
 - (f) Users can follow Crypto Strategies through the Platform. The Platform was designed to be simple and user friendly and does not require the advanced technical knowledge that would otherwise be required for direct acquisition of multiple Digital Assets.
 - (g) Through the Platform, Crypto Strategy Experts have the ability to request creation of new Crypto Strategies, change their structure, prepare their description, and offer them to Platform Users.
- 3.4 A Crypto Strategy is not an investment product, and Crypto Strategy Experts are not allowed to take or give any action, notice, communication, message, decision, managerial act, or omission of the mentioned, which could be considered investment advice. A Crypto Strategy is not a security. Crypto Strategy Experts should give no guarantees about the value of any investment in the followed Crypto Strategy and should explicitly warn users that there is no reason to believe that investment in followed Crypto Strategies will increase in value, and that they might decrease in value or lose their value entirely.

4. STATUS OF CRYPTO STRATEGY EXPERTS

- 4.1 Crypto Strategies, available through the Platform, are managed by Crypto Strategy Experts, third parties, not in any way related to ICONOMI (“**Crypto Strategy Experts**” or “**Experts**”). Crypto Strategy Experts are responsible for the structure, adjusting the structure, and other characteristics of the Crypto Strategies. Experts are bound by the General Terms and Conditions for Crypto Strategy Experts prepared by ICONOMI.

- 4.2 ICONOMI has discretionary powers to decide who can be awarded Crypto Strategy Expert status. ICONOMI follows its internal rules and policies and has no duty to explain its decisions regarding the appointment of Crypto Strategy Expert.
- 4.3 ICONOMI may at any time without any explanation revoke the status of Crypto Strategy Expert effective immediately in the following cases:
- (a) breach of these Terms by the Expert,
 - (b) any fraudulent act by the Expert,
 - (c) establishing that an Expert is subject to any criminal investigation in any jurisdiction,
 - (d) any act instructed by the Expert causing technical instability or disruption to the Platform, any Crypto Strategy hosted there, or the Website.
- 4.4 ICONOMI may in cases not falling within paragraph 4.3 revoke the status of a particular Expert in writing, subject to a 15-day notification period. A notice sent to a designated Expert's email is deemed to be delivered on the day it was sent.
- 4.5 In cases of revocation of Expert status, ICONOMI will take all necessary measures to safeguard all End users' rights and interests.
- 4.6 ICONOMI and Experts are independent parties and shall not be considered related or connected. Experts are strictly prohibited from advertising themselves as ICONOMI associates, partners, employees, consultants, or managers, and may only state that they manage one or more particular Crypto Strategies available on ICONOMI platform. To the extent they are managing one or more particular Crypto Strategies, Experts may refer to themselves by the term "Crypto Strategy Expert" or "Expert".
- 4.7 Any content generated and published by you is your own content, and you publish it at your own responsibility. We shall have no responsibility for such content, including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable. In addition, your business dealings or correspondence with users or followers of Crypto Strategies you manage are solely between you and those users. We are not responsible or liable for any losses or damage of any sort incurred as the result of any such dealings, and you understand that you might be liable for your actions to third parties. ICONOMI will not get involved in any claims or proceedings against you started by followers or users of Crypto Strategies you manage, or in proceedings against you started by any third party or regulatory or supervisory governmental body.
- 4.8 You understand and agree that ICONOMI may publish your name on the Website in the section of the Crypto Strategy you are managing in order to inform the users who manage the Crypto Strategy.

5. POWERS OF THE CRYPTO STRATEGY EXPERTS

- 5.1 Crypto Strategy Experts may advise on the creation and management of the Crypto Strategies on the Platform.
- 5.2 In regard to each particular Crypto Strategy you manage, you may define the following:
- (a) description of the Crypto Strategy,
 - (b) structure and specification of Digital Assets included in the Crypto Strategy,
 - (c) links to your website as a third-party page.
- 5.3 Any link to a third-party website must be explicitly marked as a link leading out of the Website.
- 5.4 You agree and accept that you are managing your Crypto Strategies for your own personal use as a technical means for enabling users to purchase Digital Assets from different blockchains simultaneously and for your own personal utility, and not for investment or financial purposes. You also agree that you do not consider Crypto Strategies a security and you will not treat them or present them in such a way.
- 5.5 You must not act in a way that could be construed as an offer or solicitation to follow or unfollow Crypto Strategies, but you may accept offers in that regard, keeping in mind that Crypto Strategies are offered as software solutions.
- 5.6 Should you wish to perform in relation to particular Crypto Strategies under terms different from these Terms, you must obtain the prior written consent of ICONOMI and make the new terms clearly visible on the Platform by explicitly writing them in a visible spot within the Platform.
- 5.7 You must not in any case abuse your powers as a Crypto Strategy Expert, act in a way that would harm the position or good name of ICONOMI and the Website, have a negative technical impact on the Platform or the Website, have a negative reputational effect on ICONOMI, the Platform, or the Website, or commit any action with an intent to cause detriment to followers or users of Crypto Strategies.
- 5.8 ICONOMI reserves the right to reject any action advised by Expert for which it believes it might cause instability or disruption of the Platform, any of the Crypto Strategies, or the Website.

6. MANAGING THE CRYPTO STRATEGIES

- 6.1 You acknowledge and agree that in the process of structuring a Crypto Strategy or changing the structure of a Crypto Strategy: (a) ICONOMI is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity, and (b)

no communication or information provided to you by ICONOMI shall be considered or construed as advice.

- 6.2 You understand and accept that, particularly during periods of high volume, illiquidity, fast movement, or volatility in the marketplace for any Digital Assets, the price of Digital Assets may be different from the prevailing rate indicated via the Platform, and users may not be able to follow (i.e. add funds) or unfollow (i.e. remove funds or withdraw all assets) Crypto Strategies which you are managing. You also understand and accept that in the same circumstances it might not be possible to change the structure of a Crypto Strategy immediately or in a short period of time and that Digital Asset price fluctuations may impact your ability to change the structure of your CryptoStrategy. You understand that we are not liable for any such price fluctuations. In the event of a market disruption or force majeure event, ICONOMI may do one or more of the following: (a) suspend access to the Platform; (b) prevent you from completing any action via the Platform. These are examples, and ICONOMI is not limited to these actions.
- 6.3 ICONOMI may, at any time and in its sole discretion, refuse any changes to the structure of a particular Crypto Strategy, impose limits on the per-session or per-day extent of the changes to the structure of a particular Crypto Strategy, or impose any other conditions or restrictions upon your use of the Platform and Website without prior notice.
- 6.4 When you submit a request for changing the structure of a Crypto Strategy via the Platform, you authorize ICONOMI to decide upon and if deemed appropriate, execute all necessary transactions in order to achieve the desired effects of such a change.
- 6.5 In case one or more Digital Assets is delisted from one or more exchanges to the extent that ICONOMI can no longer offer such Digital Assets for inclusion in Crypto Strategies offered on the Platform, ICONOMI shall notify Experts of all Crypto Strategies that include such Digital Assets and determine a deadline for responding with the structure change of affected Crypto Strategies as a consequence of such delisting. If ICONOMI does not receive a response and Expert does not change the structure of affected Crypto Strategies by the determined deadline, ICONOMI shall be free to change the structure of affected Crypto Strategies at its sole discretion.
- 6.6 During the validity of these Terms and any contractual relationship between ICONOMI and the Crypto Strategy Experts, ICONOMI shall maintain contact with the Experts predominantly via email, messaging services, and calls (whether by telephone or by electronic means, e.g. Skype). In case an Expert does not respond to three consecutive messages from ICONOMI, ICONOMI shall send such Expert registered mail (with return receipt requested). If an Expert does not respond within the deadline as determined by registered mail, ICONOMI shall be free to terminate any contractual relationship with such Expert and, at its full and unfettered discretion, (i) close any and all Crypto Strategies relating to such Expert, or (ii) assign the status of Expert for any and all such Crypto Strategies to a person of ICONOMI's choosing, most likely an existing Crypto Strategy Expert. For the avoidance of doubt, any seed amount provided by the terminated

Expert invested into such a Crypto Strategy shall not be returned to the Expert solely by virtue of these Terms.

- 6.7 In the case of the preceding clause, the newly appointed Crypto Strategy Expert shall be prohibited from performing a material changes to the structure of the Crypto Strategy for a period of at least one month. Concurrently, all users who have followed such a Crypto Strategy with their assets shall be informed of the change of the Expert and shall be given the opportunity to allocate their assets to other Crypto Strategies on the Platform.
- 6.8 In case of the death or cessation of a Crypto Strategy Expert, provisions of clauses 6.6 and 6.7 of these Terms shall apply *mutatis mutandis*, with the right of ICONOMI being fully exercisable immediately upon knowledge of the Expert's death or cessation.

7. RISKS

- 7.1 You understand that Digital Assets, Crypto Strategies, the Platform, blockchain technology, the Ethereum protocol, ether, and other associated and related technologies are new and untested and outside of ICONOMI's exclusive control. You understand that adverse changes in market forces or the technology, broadly construed, will excuse ICONOMI's performance under these Terms.
- 7.2 In addition to the above, you also acknowledge that you have been warned of the following risks associated with the Website, the Platform, Crypto Funds, and other related products, and that you understand and accept them.

(a) **Legal risks regarding securities regulations**

There is a risk that Crypto Strategies and other Digital Assets may be considered a security, present an investment service and/or other licensed service or product, now or in the future, in some jurisdictions. You understand and accept that ICONOMI does not give warranties or guarantees, explicit or implied, that Crypto Strategies and Digital Assets are not securities, investment service and/or other licensed service or product in all jurisdictions.

You understand and accept that there is a risk that your activities as a Crypto Strategy Expert may in some jurisdictions be legally disputed and that you may be required to obtain a prior license or consent of the relevant regulatory body. You understand and accept this risk and you undertake to indemnify ICONOMI on its first call for any damages it might incur from such regulatory or supervisory action.

You understand and accept that each Expert shall bear his or her own legal or financial consequences that might be incurred in their entirety in any action, inaction, notice, or communication related to the actions described herein.

Every User and/or Expert is bound to determine whether the purchase and sale of Digital Assets and/or following and unfollowing of Crypto Strategies and managing of Crypto Strategies is legal in his or her jurisdiction. By accepting these Terms, each User and/or Expert undertakes not to use Digital Assets and Crypto Strategies and not to

manage Crypto Strategies via the Platform should their use or management not be legal in the relevant jurisdiction.

(b) **Risks associated with the Ethereum protocol**

Crypto Strategies are based on the Ethereum protocol. As such, any malfunction, unintended function, or unexpected functioning of the Ethereum protocol may consequently cause Crypto Strategies to malfunction or to function in an unexpected or unintended manner.

The User and/or Expert understands and accepts that it is possible that the value of ether (ETH), the native unit of account of the Ethereum Protocol, will drop significantly in the future, and that this may consequently cause Crypto Strategies to lose value. More information about the Ethereum protocol is available at <http://www.ethereum.org>.

(c) **Risks associated with an Expert's credentials**

Any third party that gains access to an Expert's login credentials for the Website or the Platform, or who gains access to a Crypto Strategy's associated private keys, may be able to manage Crypto Strategies and consequently causes the disposal of the Digital Assets and the change of Crypto Strategies. To minimize this risk, the Expert should guard against unauthorized access to their electronic devices using due diligence, especially the most technologically advanced security devices, up-to-date anti-malware software, and any other means necessary to protect their data connected to their login credentials as well as to the software they use to connect to and use the Website or the Platform. An Expert's login credentials and the safety of the devices they use to access the Website are their sole responsibility. ICONOMI shall not be held responsible for any unauthorized access to an Expert's devices or for any unauthorized gain of access to an Expert's login credentials. Therefore, ICONOMI shall not be held responsible for any damage or loss resulting from such actions.

(d) **Risk of unfavorable regulatory action in one or more jurisdictions**

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and Digital Assets and Crypto Strategies could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital tokens such as Digital Assets, or the management of Crypto Strategies, that could impede or limit their existence, the permissibility of their use and possession, or their value.

Every User and/or Expert understands and accepts that blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain-technology-based applications. These regulations may be contrary to the current setup of the Platform and may, inter alia, impede or limit the development and functionality of the Platform, resulting in substantial modifications of the Platform,

including its termination and the loss of funds for the User and/or Expert.

(e) **Risk of theft and hacking**

Hackers or other groups or organizations may attempt to interfere with your ICONOMI wallet or third-party wallet, the Platform, the Website, or the availability of Crypto Strategies and Digital Assets in any number of ways, including but not limited to denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

(f) **Risk of security weaknesses in the Platform and Crypto Strategy source code or any other associated software and/or infrastructure**

There is a risk that the Platform and Crypto Strategies may unintentionally include weaknesses or bugs in the source code that may interfere with the use of or cause the loss of Crypto Strategies and other Digital Assets.

(g) **Risk of weaknesses or exploitable breakthroughs in the field of cryptography**

Advances in cryptography or technical advances such as the development of quantum computers could present risks to cryptocurrencies, the Ethereum platform, the Platform, and Crypto Strategies, which could result in the theft or loss of Digital Assets and/or assets following the Crypto Strategies.

(h) **Risk of mining attacks**

As with other decentralized cryptocurrencies, the Ethereum blockchain, which is used for Crypto Strategies, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “*selfish-mining*” attacks, and race condition attacks. Any successful attacks present a risk to the Crypto Strategies, the expected proper execution and sequencing of Crypto Strategies, and the expected proper execution and sequencing of Ethereum smart contract computations in general. Despite the efforts of ICONOMI and the Ethereum Foundation, the risk of known or novel mining attacks remains. Mining Attacks, as described above, may also target other blockchain networks with which the Platform and Crypto Strategies interact, and consequently the Platform and Crypto Strategies may be impacted in that way to the extent described above.

(i) **Risk of low or no liquidity**

Users may not at any given time be able to follow or unfollow their Crypto Strategies via the Platform due to lack of liquidity. Equally, due to low or no liquidity of Digital Assets and all other above mentioned reasons, ICONOMI may at times be unable to change the structure of a particular Crypto Strategy.

(j) **Risk of loss of value**

Due to the possibility of high volatility of the value of Digital Assets, their value may fluctuate unfavourably, which may consequently affect

the value of assets following Crypto Strategies that are linked to those Digital Assets. There may be other reasons, not related to the value of the Digital Assets which are included in Crypto Strategies, that can cause unfavourable fluctuations of the value of assets following Crypto Strategies.

(k) **Risk of uninsured losses**

Unlike bank accounts or accounts at other financial institutions, funds held using the Platform, Crypto Strategies, or Ethereum network are entirely uninsured.

(l) **Risk of malfunction in the Ethereum network or any other blockchain**

It is possible that the Ethereum network, or any other network with which the Platform and Crypto Strategies interact, will malfunction in an unfavorable way, including but not limited to malfunctions that result in the loss of assets following Crypto Strategies or of information concerning other cryptographic tokens that are linked to the Crypto Strategies.

(m) **Internet transmission risks**

You acknowledge that there are risks associated with using the Platform, Digital Assets, and Crypto Strategies, including but not limited to the failure of hardware, software, or Internet connections. You acknowledge that ICONOMI shall not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience while using the Platform, however caused.

(n) **Unanticipated risks**

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that ICONOMI cannot foresee, and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

- 7.3 The Platform and Crypto Strategies are provided “*as is*.” We and our affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory, or otherwise, regarding the Platform and the Crypto Strategies, including any warranty that the Platform and Crypto Strategies will be uninterrupted, error-free or free of harmful components, secure, or not otherwise lost or damaged. Except to the extent prohibited by law, we and our affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

8. FEES

8.1 ICONOMI may collect fees on behalf of Crypto Strategy Experts.

8.2 ICONOMI may charge a fee payable by the Crypto Strategy Expert to ICONOMI.

- 8.3 All fees related to ICONOMI, the Website, and the Platform may only be paid in the form of bitcoin or ether, except for following and performance fees, which are calculated and distributed in proportionate amount of Digital Assets included in each particular Crypto Strategy.. Such Digital Assets can later be redeemed for bitcoin, ether or euro. Fees are normally integrated in the source code and executed automatically.
- 8.4 The amount of fees and any additional conditions and terms are stated on the Website in relation to each particular Crypto Strategy. ICONOMI may publish a Fee Schedule (“**Fee Schedule**”) with general fees, which shall be published in a visible place on the Website.
- 8.5 ICONOMI reserves the right to change the fees from time to time.

9. FINANCIAL REGULATION AND COOPERATION WITH LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS AND REGULATORS

- 9.1 The Platform and the Crypto Strategies are unregulated. ICONOMI is closely following changes in legislation in most jurisdictions in the world and undertakes to act accordingly if changes impact operations of the Platform, the Digital Assets, or any other ICONOMI products. ICONOMI is not a financial institution or investment firm and is currently not under the supervision of any financial supervisory authority. ICONOMI does not provide any licensed financial services, such as investment services, fund management, or investment advice.
- 9.2 This document or any other document produced and signed by ICONOMI, as well as the Website, the Platform, and any of their content, does not constitute an offer or solicitation to sell shares or securities. Crypto Strategy Experts should not act contrary to this paragraph, within the Platform or anywhere else.
- 9.3 None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended. ICONOMI services and the Website and the Platform are not, do not offer, and shall not be construed as investment or financial products, but as a software application. Crypto Strategy Experts should not provide information within the Platform or anywhere else in a way that would be contrary to this paragraph.
- 9.4 ICONOMI undertakes to cooperate with any pertinent governmental regulatory authority or supervisory authority and/or with all pertinent authorized financial institutions.
- 9.5 You hereby agree and accept that you will, should ICONOMI request it, cooperate with ICONOMI regarding any request, investigation, or any other activity of any governmental legal authority or regulatory or supervisory authority of any pertinent country, or any pertinent authorized financial institution in regard to the Website, the Platform, or the Crypto Strategies you manage.

10. LIABILITY

- 10.1 ICONOMI and its affiliates and their respective officers, employees, or agents will, in regard to the Website, the Platform, the Crypto Strategies, and any other related products or services, not be liable to you or anyone else for any damages of any kind, including but not limited to direct, consequential, incidental, special, or indirect damages (including but not limited to lost profits, trading losses, or damages that result from the use or loss of use of this Website and its products), even if ICONOMI has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of the Website, the Platform, the Crypto Strategies, and/or any of ICONOMI's other products or another linked website.
- 10.2 Further, neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use the Website, the Platform, or the Crypto Strategies, including without limitation as a result of any termination or suspension of the Ethereum network or these Terms, including as a result of power outages, maintenance, defects, system failures, or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with these Terms or your use of or access to the Website, the Platform, or the Crypto Strategies; or (d) any unauthorized access to, alteration of, or deletion, destruction, damage, loss, or failure to store any data, including records, private keys, or other credentials, associated with the Website, the Platform, or the Crypto Strategies.
- 10.3 In any case, our and our affiliates' and licensors' aggregate liability under these Terms will be limited to 100.00 EUR per user.
- 10.4 You waive your right to demand the return of any cryptographic tokens you exchange with us for the purpose of creating Crypto Strategies, including, without limitation, a demand for specific performance.
- 10.5 You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third-party claim concerning these Terms or your use of the Website, the Platform, or the Crypto Strategies contrary to these Terms. If we or our affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.
- 10.6 The information, software, products, and services included in or available through the Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. ICONOMI and/or its suppliers may make improvements and/or changes in the Website at any time. ICONOMI makes no representations about the suitability, reliability, availability,

timeliness, and accuracy of the Website, the Platform, the Crypto Strategies, information, software, products, services, or related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, the Website, the Platform, the Crypto Strategies, and all such information, software, products, services, and related graphics are provided "as is" without warranty or condition of any kind. ICONOMI hereby disclaims all warranties and conditions with regard to the Website, the Platform, the Crypto Strategies, information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

11. SECURITY

- 11.1 You will implement reasonable and appropriate measures designed to secure access to (i) any device associated with the email address associated with your account, (ii) private keys required to access any relevant Ethereum address, and (iii) your username, password, and any other login or identifying credentials.
- 11.2 In case you suspect a security breach in any of the above mentioned cases, you will inform us immediately so we can take all required and possible measures to secure your account, the Platform, and our systems as a whole.
- 11.3 In case you detect any fraudulent or disruptive activities in regard to the Crypto Strategies you manage, you will immediately inform ICONOMI about such activities and cooperate with ICONOMI on identifying them.
- 11.4 In the event that you are no longer in possession of any device associated with your account or are not able to provide your login or identifying credentials, we may, in our sole discretion, and only if we are able, grant access to your account to any party providing additional credentials to us. We explicitly reserve the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity.

12. PRIVACY

- 12.1 ICONOMI processes personal data of Crypto Strategy Experts in accordance with [ICONOMI Privacy Policy](#), which is an integral part of these Terms. [ICONOMI Privacy Policy](#) provides to the Experts all necessary information regarding the processing of personal data, including the rights of Experts regarding the processing of their personal data.

13. INTELLECTUAL PROPERTY

- 13.1 All rights, titles, and interest in all of ICONOMI IP, including inventions, discoveries, processes, trademarks, methods, compositions, formulae, techniques, information, and data, whether or not they are patentable, copyrightable, or protectable in trademark, and any trademarks, copyrights, or patents based thereon, shall remain with ICONOMI SV. You may not use any of our

intellectual property for any reason, except with our express, prior, written consent.

- 13.2 In particular, ICONOMI SV shall retain all intellectual property rights, mostly, but not limited to, copyright, over the source code forming the Platform and Crypto Strategies. These Terms shall not be understood or interpreted in a way that would mean assignment of intellectual property rights, unless explicitly defined as such in these Terms.
- 13.3 You are being granted a non-exclusive, non-transferable, revocable license to access and use the Website, the Platform, and the Crypto Strategies strictly in accordance with these Terms. As a condition of your use of the Website, the Platform, and the Crypto Strategies you warrant to ICONOMI and ICONOMI SV that you will not use the Website, the Platform, or the Crypto Strategies for any purpose that is unlawful or prohibited by these Terms. You may not use the Crypto Strategies or any other Digital Assets in any manner that could damage, disable, overburden, or impair the Website or the Platform or interfere with any other party's use and enjoyment of the Website, the Platform, Crypto Strategies, or any other products offered. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website, the Platform, or Crypto Strategies or other services provided. Limitation of the transferability of licence shall not be understood in a way that the users are not allowed to transfer their Digital Assets to third parties.
- 13.4 In particular, authorization for you to create and manage Crypto Strategies does not mean that you obtain any intellectual property rights, and intellectual property rights over any content created and published within the Website and the Platform shall belong to ICONOMI SV. You irrevocably waive any rights to any content generated and published within the Website and the Platform, Crypto Strategies, and any related content, documentation, and work, in favor of ICONOMI SV.
- 13.5 All content included on the Website or the Platform, including Crypto Strategies and associated products and services, such as, but not limited to, text, graphics, logos, images, source code, Crypto Strategies created and managed by Crypto Fund Experts, structures of Crypto Strategies, descriptions of Crypto Strategies as well as the compilation thereof, and any software used on the Website and the Platform (hereinafter: **"ICONOMI IP"**) is the property of ICONOMI SV and protected by copyright, trademark, and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto.
- 13.6 You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the ICONOMI IP, in whole or in part, found on the Website, the Platform, or within Crypto Strategies or other associated products and services. ICONOMI IP is not for resale. Your use of the ICONOMI IP does not entitle you to make any unauthorized use of any ICONOMI IP, and in particular you will not delete or alter any proprietary rights or attribution notices in any ICONOMI IP. You will

use ICONOMI IP solely for your personal use, and will make no other use of ICONOMI IP without the express written permission of ICONOMI and the copyright owner (ICONOMI SV). You agree that you do not acquire any ownership rights in any ICONOMI IP. We do not grant you any licenses, express or implied, to the intellectual property of ICONOMI SV except as expressly authorized by these Terms.

Attachment:

- ICONOMI General Terms and Conditions for End Users, as valid from time to time