

**ICONOMI**  
**GENERAL TERMS AND CONDITIONS**  
**for**  
**Digital Portfolio Experts**

January 2019  
Last updated: January 28, 2019

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.net](http://www.iconomi.net) or [www.iconomi.com](http://www.iconomi.com) (“**WEBSITE**”) AND THE ICONOMI DIGITAL ASSET MANAGEMENT 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 DIGITAL PORTFOLIO 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) **“Digital Portfolio Experts”** or **“Experts”** shall have the meaning set out in 4.1.
- (b) **“Digital Portfolio”** 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 Malta.
- (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 the value added tax of a jurisdiction, if applicable.
- (o) **“Website”** means [www.iconomi.net](http://www.iconomi.net) or [www.iconomi.com](http://www.iconomi.com), as the case may be.

## 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 Digital Portfolio 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 *“Digital Assets Management Platform”* (the **“Platform”**). Within the Platform, several Digital Portfolios may be available as products, as well as various other products and services, all accessible through the Website.
- (b) Digital Portfolios are managed by ICONOMI, based on the advice provided by Digital Portfolio Experts, who shall act in accordance with these Terms.
- (c) These Terms do not apply to users who are not Digital Portfolio Experts.

### 3.2 Digital Assets Management 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 Digital Portfolio, 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 Digital Portfolio

- (a) A Digital Portfolio is a cryptographic token solution developed by ICONOMI SV that operates on the Ethereum public blockchain. A

Digital Portfolio is a software product, since its content presents a source code, including elements of a smart contract and application features.

- (b) A Digital Portfolio can be custom designed for a wide range of purposes. A Digital Portfolio 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 cryptographic tokens of different Digital Assets (public blockchains).
  - (c) For the purpose of these Terms, Digital Assets are tokens existing in any blockchain that are available to users.
  - (d) Users can invest in Digital Portfolio 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.
  - (e) Through the platform, Digital Portfolio Experts have the ability to request creation of new Digital Portfolios, advise on their structure, draft their description, and offer them to Platform users.
- 3.4 A Digital Portfolio is not an investment product, and Digital Portfolio 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 Digital Portfolio is not a security. Digital Portfolio Experts should give no guarantees about the value of any Digital Portfolio and should explicitly warn users that there is no reason to believe that Digital Portfolios will increase in value, and that they might decrease in value or lose their value entirely.

#### **4. STATUS OF DIGITAL PORTFOLIO EXPERTS**

- 4.1 Digital Portfolios, available through the Platform, are managed by ICONOMI. Third parties, not in any way related to ICONOMI (“**Digital Portfolio Experts**” or “**Experts**”), advise regarding the structure, time of rebalancing, and other characteristics of the Digital Portfolios. Experts are bound by the General Terms and Conditions for Digital Portfolio Experts prepared by ICONOMI.
- 4.2 ICONOMI has discretionary powers to decide who can be awarded Digital Portfolio Expert status. ICONOMI follows its internal rules and policies and has no duty to explain its decisions regarding the appointment of Digital Portfolio Expert.
- 4.3 ICONOMI may at any time without any explanation revoke the status of Digital Portfolio 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 a 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 Digital Portfolio 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 are advisors with regard to one or more particular Digital Portfolios hosted and/or powered by ICONOMI. To the extent they are advising ICONOMI with regard to one or more particular Digital Portfolios, Experts may refer to themselves by the term "Digital Portfolio 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 acquirers of Digital Portfolios 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 acquirers or users of Digital Portfolios 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 Digital Portfolio you are advising in order to inform the users who advice ICONOMI managing the Digital Portfolio.

## **5. POWERS OF THE DIGITAL PORTFOLIO EXPERTS**

- 5.1 Digital Portfolio Experts may advise on the creation and management of the Digital Portfolios on the Platform.
- 5.2 In regard to each particular Digital Portfolio you advise, you may define the following:
  - (a) description of the Digital Portfolio,
  - (b) structure and specification of Digital Assets included in the Digital Portfolio,
  - (c) links to your website as a third-party page.

- 5.3 Any link to a third-party web site must be explicitly marked as a link leading out of the Website.
- 5.4 You agree and accept that you are advising about Digital Portfolios for your own personal use as a technical means for enabling users to purchase tokens 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 Digital Portfolios 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 purchase or sell Digital Portfolios, but you may accept offers in that regard, keeping in mind that Digital Portfolios are offered as software solutions.
- 5.6 Should you wish to advise in relation to particular Digital Portfolios 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 at the point of acquisition within the Platform.
- 5.7 You must not in any case abuse your powers as a Digital Portfolio 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 acquirers or users of Digital Portfolios.
- 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 Digital Portfolios, or the Website.

## **6. MANAGING THE DIGITAL PORTFOLIOS**

- 6.1 You acknowledge and agree that in the process of structuring a Digital Portfolio or changing the structure of a Digital Portfolio: (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 or Digital Portfolios, the price of Digital Assets or Digital Portfolios may be different from the prevailing rate indicated via the Platform, and users may not be able to purchase or sell of Digital Portfolios for which you are advising. You also understand and accept that in the same circumstances it might not be possible to change the structure of a Digital Portfolio immediately or in a short period of time and that Digital Asset price fluctuations may impact your ability to change the structure of your Digital Portfolio. 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 advised changes to the structure of a particular Digital Portfolio, impose limits on the per-session or per-day extent of the changes to the structure of a particular Digital Portfolio, or impose any other conditions or restrictions upon your use of the Platform and Website without prior notice.
- 6.4 When you submit an advice in regards to any change of the structure of a Digital Portfolio 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 an advice.
- 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 Digital Portfolios offered on the Platform, ICONOMI shall notify Experts of all Digital Portfolios that include such Digital Assets and determine a deadline for responding with advice on changing the structure of affected Digital Portfolios as a consequence of such delisting. If ICONOMI does not receive a response with advice on changing the structure of affected Digital Portfolios by the determined deadline, ICONOMI shall be free to change the structure of affected Digital Portfolios at its sole discretion.
- 6.6 During the validity of these Terms and any contractual relationship between ICONOMI and the Digital Portfolio 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 Digital Portfolios relating to such Expert, or (ii) assign the status of Expert for any and all such Digital Portfolios to a person of ICONOMI's choosing, most likely an existing Digital Portfolio Expert. For the avoidance of doubt, any seed amount provided by the terminated Expert invested into such a Digital Portfolio shall not be returned to the Expert solely by virtue of these Terms.
- 6.7 In case of the preceding clause, the newly appointed Digital Portfolio Expert shall be prohibited from advising on material changes to the structure of the Digital Portfolio for a period of at least one month. Concurrently, all users who have allocated their Digital Assets to such a Digital Portfolio shall be informed of the change of the Expert and shall be given the opportunity to allocate their Digital Assets to other Digital Portfolios on the Platform.
- 6.8 In case of the death or cessation of a Digital Portfolio 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, Digital Portfolios, 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, Digital Portfolios, and other related products, and that you understand and accept them.

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

There is a risk that Digital Portfolios and other Digital Assets may be considered a security, now or in the future, in some jurisdictions. You understand and accept that ICONOMI does not give warranties or guarantees, explicit or implied, that Digital Portfolios and Digital Assets are not securities in all jurisdictions.

You understand and accept that there is a risk that your activities as a Digital Portfolio Expert may in some jurisdictions be legally disputed and that you may be required to obtain a prior license or the 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 Digital Portfolios and giving advice in connection to the management thereof is legal in his or her jurisdiction. By accepting these Terms, each User and/or Expert undertakes not to use Digital Assets and Digital Portfolios and not to advise in regards to the management of the Digital Portfolios via the Platform should their use or giving advice on the management not be legal in the relevant jurisdiction.

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

Digital Portfolios are based on the Ethereum protocol. As such, any malfunction, unintended function, or unexpected functioning of the Ethereum protocol may consequently cause Digital Portfolios 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 Digital Portfolios to lose value. More information about the Ethereum protocol is available at <http://www.ethereum.org>.



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

Any third party that gains access to a Expert's login credentials for the Website or the Platform, or who gains access to a Digital Portfolio's associated private keys, may be able to give advice in relation to the Digital Portfolios and consequently causes the disposal of the Digital Assets and Digital Portfolios. 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 a 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 Digital Portfolios 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 Portfolios, or the management thereof, 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 Digital Portfolios 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 Digital Portfolio source code or any other associated software and/or infrastructure**

There is a risk that the Platform and Digital Portfolios may unintentionally include weaknesses or bugs in the source code that may interfere with the use of or cause the loss of Digital Portfolios 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 Digital Portfolios, which could result in the theft or loss of Digital Portfolios.

(h) **Risk of mining attacks**

As with other decentralized cryptocurrencies, the Ethereum blockchain, which is used for Digital Portfolios, 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 Digital Portfolios, the expected proper execution and sequencing of Digital Portfolios, 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 Digital Portfolios interact, and consequently the Platform and Digital Portfolios may be impacted in that way to the extent described above.

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

Even though there are currently online services available that enable the exchange of cryptographic tokens, and some of them enable the exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that Digital Portfolios will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever concerning the capacity (volume) of such exchanges. It is explicitly cautioned that such exchange, if any, may be subject to poorly understood regulatory oversight, and ICONOMI does not give any warranties in regard to any exchange service providers. Users may be exposed to fraud and failure. In any case, ICONOMI and the Platform will not enable the exchange of Digital Assets for fiat currency. Users may not at any given time be able to acquire or dispose of their Digital Portfolios 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 Digital Portfolio.

(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 the Digital Portfolios that are linked to those Digital Assets. There may be other reasons, not related to the value of the Digital Assets

to which Digital Portfolios are linked, that can cause unfavourable fluctuations of the value of Digital Portfolios.

(k) **Risk of uninsured losses**

Unlike bank accounts or accounts at some other financial institutions, funds held using the Platform, Digital Portfolios, 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 Digital Portfolios interact, will malfunction in an unfavorable way, including but not limited to malfunctions that result in the loss of Digital Portfolios or of information concerning other cryptographic tokens that are linked to the Digital Portfolios.

(m) **Internet transmission risks**

You acknowledge that there are risks associated with using the Platform, Digital Assets, and Digital Portfolios, 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 Digital Portfolios 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 Digital Portfolios, including any warranty that the Platform and Digital Portfolios 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 Digital Portfolio Experts.

8.2 ICONOMI may charge a fee payable by the Digital Portfolio Expert to ICONOMI.

8.3 All fees related to ICONOMI, the Website, and the Platform may only be paid in the form of bitcoin, ether, or ICONOMI tokens, except for management fees, which are calculated in the tokens of each particular Digital Portfolio. Such

tokens can later be redeemed for bitcoin, ether, or ICONOMI tokens. 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 Digital Portfolio. 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 at any time without prior notice.

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

9.1 The Platform and the Digital Portfolios 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 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. Digital Portfolio 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. Digital Portfolio 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 Digital Portfolios for which you are advising.

## **10. LIABILITY**

10.1 ICONOMI and its affiliates and their respective officers, employees, or agents will, in regard to the Website, the Platform, the Digital Portfolios, 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 Digital Portfolios, 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 Digital Portfolios, 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 Digital Portfolios; 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 Digital Portfolios.
- 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 Digital Portfolios, 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 Digital Portfolios 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 Digital Portfolios, 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 Digital Portfolios, 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 Digital Portfolios,

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 Digital Portfolios 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 Digital Portfolio 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 Digital Portfolios. 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 Digital Portfolios strictly in accordance with these Terms. As a condition of your use of the Website, the Platform, and the Digital Portfolios you warrant to ICONOMI and ICONOMI SV that you will not use the Website, the Platform, or the Digital Portfolios for any purpose that is unlawful or prohibited by these Terms. You may not use the Digital Portfolios 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, Digital Portfolios, 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 Digital Portfolios 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 Digital Portfolios and their Digital Assets to third parties.
- 13.4 In particular, authorization for you to create new Digital Portfolios and advise in relation with them 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, Digital Portfolios, and any related content, documentation, and work, in favor of ICONOMI SV.
- 13.5 All content included on the Website or the Platform, including Digital Portfolios and associated products and services, such as, but not limited to, text, graphics, logos, images, source code, Digital Portfolios created by ICONOMI, based on the advice of the Digital Portfolio Expert, structures of Digital Portfolios, descriptions of Digital Portfolios 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 Digital Portfolios 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