



GENERAL TERMS AND CONDITIONS FOR END USERS

May 2022

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1. General TERMS

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

- (a) “**ACS**” means the total amount of assets copying Crypto Strategy.
- (b) “**Crypto Strategy Strategist**” or “**Strategist**” is a user that creates and manages a Crypto Strategy.
- (c) “**Copier**” is a user who copies one or more Crypto Strategies.
- (d) “**Crypto Strategy**” or “**Strategy**” is a feature, available through the ICONOMI Platform, which allows End users (as follow Strategist) to create and manage their own Digital Assets Strategy.
- (e) “**Digital Assets**” are cryptocurrencies and tokens available in a particular public blockchain network that are available on the Platform, such as but not limited to Bitcoin, Ethereum, Cardano, Litecoin, Polkadot, Chainlink , Teather and USDC. 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).
- (f) “**European Economic Area**” or “**EEA**” shall mean all EU countries as well as Iceland, Liechtenstein, and Norway.
- (g) “**Fee Schedule**” shall have the meaning set out in 11.3.
- (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 with company number 11087795 and whose registered office is 10 Orange Street, London, United Kingdom WC2H 7DQ.
- (j) “**Platform**” shall have the meaning set out in 2.2.
- (k) “**Services**” shall mean all services provided by ICONOMI through the Platform on the Website as set out in 2.
- (l) 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.
- (m) “**End user**” or “**User**” is a user of any ICONOMI product or service powered by ICONOMI.
- (n) “**VAT**” means a value-added tax of jurisdiction, if applicable.
- (o) “**Website**” shall mean www.iconomi.com

2. SERVICES

2.1 General

- (a) ICONOMI offers Services, which are accessible through the Platform on the Website and defined in more detail below.

2.2 ICONOMI Platform

- (a) The ICONOMI 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 and operated and offered by ICONOMI through the Website, through which ICONOMI provides the Services.
- (b) The Platform operates 24/7, subject to certain limitations, such as the limitation of Digital Assets held in hot wallets (meaning being liquid) and per-session trading limitations, as well as unforeseeable technical and network issues.

2.3 Staking rewards, airdrops and forks

End-user agrees that ICONOMI LTD is under no obligation to support any staking rewards, airdrops or forks, or handle them in any matter unless stated otherwise.

2.4 Exchange service

- (a) ICONOMI enables End users to buy or sell Digital Assets and copy Crypto Strategies on the

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ICONOMI Platform

- (b) The exchange service is offered under the conditions, including but not limited to:
 - (i) Fiat money can only be transferred in EUR to or from SEPA (Single Euro Payments Area) bank account held in the name of the user using the exchange service. We do not accept fiat currency deposits from third-party bank accounts. The name on your linked bank account must match the name verified on your ICONOMI Account. If a wire transfer is received from a third-party bank account, we will reject and return the wire immediately.
 - (ii) Available payment methods are listed on the Website and may depend on various factors, including but not limited to, user's location, provided identification information, and limitations imposed by the payment processors involved. Only valid payment methods specified by ICONOMI may be used when using the exchange service.
 - (iii) By placing an order to use the exchange services you (a) represent and warrant that you are authorized to use the designated payment method and (b) you authorize us, or our payment processor, to charge your designated payment method. If the payment method you designate cannot be verified, is invalid, or otherwise not acceptable, your purchase order may be suspended or canceled automatically. You agree to resolve any problems we encounter in order to proceed with your purchase order.
 - (iv) Credit card payments may be subject to additional internal checks in case of any mismatch between the name of the credit card holder and the name of the End user who received such payment. In such cases, ICONOMI reserves the right to put the ICONOMI account functionalities under certain limitations until additional checking is finished and/or take certain actions based on the findings.
 - (v) The exchange services are at any time available only to certain groups of users, depending on their location, payment method used, verification tier, and other factors.
 - (vi) ICONOMI reserves the right to perform additional checks and to require additional information and documents under applicable anti-money laundering regulations in relation to the exchange services
 - (vii) ICONOMI does not guarantee the availability of any exchange rate quoted on the Website.
 - (viii) The user acknowledges and accepts that the buy price exchange rate may not be the same as the sell price exchange rate at any given time and that ICONOMI may at any time add a margin or spread to the quoted exchange rate.
- (c) The exchange of FIAT money for Digital Assets is offered on the basis of a variable spread. In case of adding FIAT money to copied Crypto Strategy, FIAT money is first exchanged into Digital Assets before the copied Crypto Strategy is funded, wherein such exchange is also offered on the basis of a variable spread. Due to the volatile nature of Digital Assets, a typical spread cannot be determined in these Terms or on the Platform. More information about the fees related to exchange services are available on the Website (Trading fees).
- (d) In case ICONOMI receives fiat money from the user in any currency other than EUR, we reserve the right to convert the received money in euros before the user is able to use the exchange services on the Platform. The conversion shall take place no later than one working day from the moment the money is received, at the conversion rate, which is offered by the bank used by ICONOMI at the time of conversion.
- (e) In the event of an error, whether via the Platform, in a purchase order confirmation, in processing your purchase, or otherwise, we reserve the right to correct such error (which includes changing the price to the correct price) and revise your purchase transaction accordingly or to cancel the purchase and refund any amount received.

2.5 ICONOMI EARN and risk associated with DEFI

- a) ICONOMI Earn is a sub-product or a service of ICONOMI that connects users with yield generating assets. Term "Underlying yield generating asset" is used to describe any asset attached to the ICONOMI Earn at any point in time.

When users enter ICONOMI Earn with USDT or any other available and or supported crypto asset, the underlying yield generating asset is sold to the user. Underlying yield generating asset is an asset provided by a third-party provider and its mechanics are built in a way where the asset returns specific APY for the user. ICONOMI serves as an intermediary between users who want to buy or sell this single asset by providing trading services in the middle.

ICONOMI Earn does not come with any locking periods so users are free to enter or exit at any time. Specific fees may be applied to buying and selling those assets, and they are disclosed in real time on the UI of the platform and or mobile application. Yield rate of the underlying yield generating asset may be volatile and is not guaranteed since it depends on the success rate of the asset protocol provided by the third

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party.

ICONOMI Earn is based on locking the bought assets in a third party protocol (Defi smart contracts) which means, users assets are moved outside of existing ICONOMI Custody. This comes with specific risks and users should be aware the feature comes with no guarantees.

Since ICONOMI Earn depends on manual locking and unlocking of the underlying yield generating asset by ICONOMI, this may directly affect the yield amounts or cause a delay between users buying the asset and getting first yield.

- b) ICONOMI Earn is based on locking the bought assets in a third party protocol (Defi smart contracts), which means that using that services involves various risks, including, but not limited, to losses while digital assets are being supplied to DEFI pools and losses due to the fluctuation of prices of tokens. Before using ICONOMI EARN, the user needs to understand the risk associated with the third-party protocols to make sure the user understands how ICONOMI EARN works

The user will not be liable for any claims or damages whatsoever associated with users use, inability to use, or user interaction with the ICONOMI EARN, including any direct, indirect, incidental, special, exemplary, punitive or consequential damages, or loss of profits, cryptocurrencies, tokens, or anything else of value.

ICONOMI LTD is providing the ICONOMI EARN as it is, and the user is using it at HIS OWN RISK AND WITHOUT WARRANTIES OF ANY KIND.

2.6 ICONOMI Gift Cards

- a) The purpose of gift cards is to allow users to utilize social media channels, such as Twitter, to create giveaways, contests, or any other promotion and reward the participants with gift cards that ensure they onboard the platform and follow their crypto strategy.
- b) If a Gift Card is the first transaction of a fully verified user, a referral connection is established to the Gift Card creator, trumping any referral links that might be saved on the user's account.
- c) The single Gift Card amount is limited to 250 USDT.
- d) Gift card creation is free of charge.
- e) When a user redeems an ICONOMI Gift Card, its digital currency value will be automatically added to your ICONOMI account. No refunds are permitted with respect to ICONOMI Gift Cards.
- f) There are some restrictions with the use of ICONOMI Gift Cards. If a user engages in these actions, we may prevent the user from claiming or redeeming ICONOMI Gift Cards, or we may take further action on the user's ICONOMI account without a refund. Users are not allowed to:
 - Sell or exchange ICONOMI Gift Cards for cash, Digital Currencies or for any other payment-related instrument.
 - Give or receive ICONOMI Gift Cards as payment for goods or services. A non-ICONOMI entity or individual asking for ICONOMI Gift Cards as a payment method for goods or services may be a scam.
 - The list of restrictions above is not necessarily complete or exhaustive.
 - We reserve the right not to redeem ICONOMI Gift Cards if we reasonably believe that the use is unauthorized, fraudulent, or otherwise unlawful. ICONOMI has no liability to users for any third-party fraud or unlawful activity associated with any ICONOMI Gift Cards. If ICONOMI discovers any ICONOMI Gift Card, or ICONOMI account balance was sourced or derived from fraud or other unlawful means, we may in our sole and absolute discretion, cancel all impacted ICONOMI Gift Cards and retain all related ICONOMI Gift Card balances or ICONOMI accounts at any time and without notice to the user.

2.7 Adding assets to your ICONOMI account with a credit card

- a) ICONOMI may permit you to buy or deposit assets in your ICONOMI Account using a credit card.
- b) When you buy or deposit the assets in your ICONOMI Account by credit card, you confirm that you have read, understand, and accept all of the terms in this CC T&C. This CC T&C is subject to the appendix of general terms and conditions.

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- c) You may buy or deposit the assets in your ICONOMI account with your credit card via our third-party credit card service provider. You can buy or deposit the assets by visiting our Website, logging into your Account and following the relevant buying instructions.
- d) Buying with the credit card is, in addition to the terms set forth herein, subject to any applicable terms set forth in your credit card agreement, which may include fees charged by your credit card in conjunction with such purchase.
- e) When using a credit card, you will have the option to save it for future use. You can manage your credits cards (add or remove) under Settings. ICONOMI does not save credit card information; the data shown under Settings is fetched from the third-party provider.
- f) Your credit card payments may be successful, delayed, or rejected. Delay may occur from, among other things, payment processing timing issues; your credit card company, a third party processor or ICONOMI may reject your credit card payment. It is your responsibility to monitor your ICONOMI account in respect of credit card purchases. ICONOMI will not be liable to you for any losses, fees or charges in connection with the use of the Credit Card.
- g) Credit card limits and fees are displayed on the ICONOMI platform.
- h) When you buy or deposit assets in your ICONOMI Account by credit card, the fee from a third-party provider is applied. With acceptance and confirmation of those terms, you agree with the fee, which is disclosed during the process of buying the asset within the user interface.
- i) You must not purchase a Credit Card Payment Method if you are not the named holder of that Credit Card Payment Method. We take any violation of this requirement very seriously and treat any attempt to use a Credit Card Payment Method of which you are not the named holder as a fraudulent act.

2.8 Returns, Refunds and Cancellations

- (a) All purchases and sales of Digital Assets, investments in copied Crypto Strategies via the ICONOMI Platform are final. ICONOMI does not accept any returns or provide refunds for your purchase of Digital Assets, investment in copied Crypto Strategies except as otherwise provided in these Terms.
- (b) The cancellation of a transaction order initiated via the Platform may only be possible if such cancellation occurs before ICONOMI executes the transaction. Once the order has been executed, the End user may not change, withdraw or cancel it. All trades are irreversible once initiated.

2.9 A Crypto Strategy is an unregulated and unlicensed service and does not constitute any financial and/or investment product, and any action, notice, communication, message, decision, managerial act, or omission of the mentioned is not an investment advice and/or investment recommendation and shall not be understood and interpreted as such. Any such content provided by ICONOMI or Strategist either by integration in the Crypto Strategy source code or by publishing through any means of communication shall be regarded solely as a statement of facts or observation and in no case as investment advice and/or investment recommendation. A Crypto Strategy is not a security and/or a financial instrument. ICONOMI gives no guarantees as to the value of any of the Crypto Strategies and explicitly warns users that there is no reason to believe that copying Crypto Strategies will increase the value of invested assets, and that they might decrease in value or lose their value entirely.

2.10 You agree and accept that you are copying Crypto Strategies with your own assets and for your own personal use as a technical means for acquiring Digital Assets from different blockchains simultaneously and for your personal utility, and not for investment or financial purposes. You also agree that you do not consider Crypto Strategies as a security and/or financial instrument and you understand that Crypto Strategies may lose all their value and consequently also your assets copying the strategy.

2.11 This document or any other document produced and signed by ICONOMI, the Website, Crypto Strategies do not constitute an offer or solicitation to sell and shall not be construed in this way, and may only be construed as an invitation to offer, in all cases, the copying of Crypto Strategies as software solutions.

2.12 Crypto Strategies are not cryptocurrency, regardless of the legal meaning of the word “*cryptocurrency*”, unless and to the extent that the meaning of Crypto Strategies are described and defined by these Terms.

2.13

3. PURCHASING AND SELLING OF DIGITAL ASSETS AND COPYING CRYPTO STRATEGIES

3.1 Section 3 applies to:

- (a) copying and stop copying of Crypto Strategies via the Platform on the Website,

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- (b) any transaction in which you load Digital Assets into your ICONOMI Wallet from any Third-party Wallet or unload Digital Assets from your ICONOMI Wallet to a Third-party Wallet.
- 3.2 You agree to copy or stop copying Crypto Strategies by the terms set forth herein. Your transaction is final. No refunds or the possibility to reverse an ordered transaction under any circumstances is provided. Once your order has been executed, you may not change, withdraw, or cancel your authorization to complete your transaction. We reserve the right to refuse any cancellation request associated with an order once you have submitted your order, even if it has not yet been executed.
- 3.3 When you start copying the Crypto Strategy you are agreeing to invest a certain amount of your Digital Assets in the same structure of Digital Assets as the structure of copied Crypto Strategy. By copying the Crypto Strategy you authorize ICONOMI to automatically synchronize the structure of your Crypto Assets invested in the copied Crypto Strategy to every time adjusted Crypto Strategy made by the Crypto Strategy Strategist. At the time of copying the Crypto Strategy, you can add additional assets to the copying Crypto Strategy or remove one part of funds from copying.
- 3.4 You may at any time decide to stop copying a Crypto Strategy and withdraw all your assets to Bitcoin (BTC), Ether (ETH) or EUR. When you stop copying the Crypto Strategy, you automatically cancel your authorization to ICONOMI for automatic synchronization of the structure of your invested assets and consequently, ICONOMI stops synchronizing your structure with the previously copied Crypto Strategy.
- 3.5 When you copy the Crypto Strategy you expressly agree with the published Crypto Strategy, applicable terms, and fees of each Crypto Strategy you choose. You also agree and accept that each particular Crypto Strategy and applicable terms of the Crypto Strategy may be changed by ICONOMI and/or Crypto Strategy Strategist at any time without any prior notice. In case of a fee change, you will be automatically informed about the change via email. The change will come into force one month after the notice from the previous sentence was sent.
- 3.6 After you start copying Crypto Strategy and add assets to the copied Crypto Strategy, ICONOMI exchanges all your added assets and purchases the proportionate amount of each Digital Asset included in the copied Crypto Strategy and automatically transfers them to your ICONOMI Wallet. The added Crypto Assets of End users copying the same Crypto Strategy are not considered as a pooled investment but are segregated on the level of each End user to ICONOMI sub-depots. End users are the actual holders of Digital Assets allocated to them on the basis of copied Crypto Strategy. However, the point 21.7. of these Terms applies for the custody of these Crypto Assets.
- 3.7 The withdrawal of Digital Assets allocated to the End user by copying the Crypto Strategy are limited only to Bitcoin (BTC), Ether (ETH) or EUR. In case you want to withdraw all, or part of your invested assets, you can stop copying the strategy and withdraw all of your invested assets or remove only part of your assets from the still copied strategy to your ICONOMI Wallet.
- 3.8 ICONOMI does accept and exchange FIAT currency for investment in copied Crypto Strategies and for Digital Assets under the conditions as stated in point 2.6. of these Terms. In case you are not eligible for exchange services under the point 2.6. of these Terms, you may only fund your ICONOMI account with certain Digital Assets.
- 3.9 ICONOMI may, at any time and in its sole discretion, refuse any attempted purchase or sale of Digital Assets and/or investment in copied Crypto Strategies via the Platform, impose limits on per-session or per-day purchases and sales via the Platform, and impose any other conditions or restrictions upon your use of the Platform and Website without prior notice.
- 3.10 In order to invest in copied Crypto Strategies via the Platform, users will first need to deposit FIAT currency, bitcoin (BTC) or ether (ETH) into their ICONOMI Wallet. ICONOMI may from time to time add or remove the ability to deposit different Digital Assets into ICONOMI Wallets.
- 3.11 Provided that the balance of Digital Assets in your ICONOMI Wallet is net positive, you may convert any amount of Digital Assets in your ICONOMI Wallet to bitcoin (BTC) or ether (ETH) and withdraw your Digital Assets from your ICONOMI Wallet to a Third-party Wallet. If the Third-party Wallet rejects your Digital Assets or may otherwise be unavailable, you agree that you will not hold ICONOMI liable for any damages resulting from such rejected transactions.
- 3.12 ICONOMI may purchase, sell, or exchange any Digital Assets on its own behalf.
- 3.13 When you start copying a Crypto Strategy you automatically submit an order for the purchase of all Digital Assets included into the copied Crypto Strategy and authorize ICONOMI to execute a transaction in accordance with your order on a spot basis and to charge you any applicable fees and *vice versa* when you remove funds from copied Crypto Strategy or you stop copying Crypto Strategy.

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- 3.14 You acknowledge and agree that: (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 or investment advice.
- 3.15 You accept that particularly during periods of high volume, illiquidity, fast movement, or volatility in the marketplace for any Digital Asset, the price of Digital Assets may be different from the prevailing rate indicated on the Platform at the time your order is submitted. You understand that ICONOMI is not liable for any such price fluctuations as well as for any technical errors and breakdowns of the Platform. In the event of a market disruption, force majeure event or breakdowns of the Platform, ICONOMI may, at its own discretion, do one or more of the following: (a) suspend access to the Platform; (b) prevent you from completing any actions via the Platform (e.g. freezing the account); (c) revert the transactions to the previous state.

4. CRYPTO STRATEGIES

4.1 General Description of the Crypto Strategy Feature:

- (a) Crypto Strategy is a feature, available through the ICONOMI Platform, which allows End users (as follow Strategist) to create and manage their own Digital Assets Strategy.
- (b) Crypto Strategy Strategist” or ”Strategist” is an End user that creates and manages a Crypto Strategy.
- (c) A Crypto Strategy Copier(as follows Copier) is an End user who starts copying Crypto Strategy with a certain amount of Crypto Assets.
- (d) Copying a Crypto Strategy means that the copier disperses any amount of their own assets into a structure, which is a copy of the Crypto Strategy they are copying. The asset structure of the copier is automatically synchronized with the structure of the Crypto Strategy during the period of copying of the Crypto Strategy.

4.2 Creation of a Crypto Strategy:

- (a) A Crypto Strategy can be created by every End user who successfully completes the verification process to verification tier 1. End users can create Crypto Strategies through their account on the Platform. Minimum seed capital for the creation of a Crypto Strategy is EUR 100,00.
- (b) Before the creation of a Crypto Strategy, the End user shall define the name and the structure of the Crypto Strategy. The short name of the Crypto Strategy and a photo may also be added. After the submission of all required data, the Crypto Strategy is created and the End user become a Strategist .
- (c) The name of the Crypto Strategy may be changed twice a year, wherein all Crypto Strategy copiers are automatically informed about the name change.
- (d) The Crypto Strategy interface within the Platform provides all necessary and useful features for Crypto Strategy Creators (e.g. charts and structure, change of structure features and other settings).
- (e) The Crypto Strategy feature provides the Strategist access to all cryptocurrencies and tokens available on the Platform, most of which can be added to their Crypto Strategies. No limitations in relation to the preceding sentence apply, except the minimum weight per single Digital Asset which amounts to the value of minimum EUR 10.00.
- (f) The Strategist may request to close their Crypto Strategy by sending an email to support@iconomi.com. ICONOMI will close the Crypto Strategy no later than seven (7) days after receipt of such request.

4.3 Crypto Strategy Invitations:

- (a) Strategists who successfully completed the verification process to verification tier 1.1. and funded their Crypto Strategies with min. of EUR 100.00 can invite others to copy their Crypto Strategies. Number of invitations may be limited and the limits can be subject to change.
- (b) The invitation shall be sent directly through the Platform. An overview of invitations is enabled inside the Platform. If the invited End user does not copy the Crypto Strategy, the Strategist may withdraw the invitation and invite another End user to copy their Crypto Strategy. In case an invited End user does not accept the invitation, the invitation is automatically deleted from the system after sixty (60) days. If the End user stops copying the Crypto Strategy, the Strategist may cancel the invitation and withdraw that End user from their Crypto Strategy. End users can accept multiple invitations from multiple Strategists and copy multiple Crypto Strategies at the same time.
- (c) The minimum weight per single Digital Asset in the Crypto Strategy is 10.00 EUR. In case the weight per single Digital Asset in Crypto Strategy falls below the minimum weight per single Digital Asset,

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the next change of structure shall result in the reduction of the number of Digital Assets in Crypto Strategy.

- (d) A Strategist may request to close their Crypto Strategy by sending an email to support@iconomi.com.
- (e) If the assets copying the strategy (ACS) drops under 50,00 EUR, the Strategist has seven days to bring the strategy up to at least 100,00 EUR ACS.
- (f) After the receipt of such a request, ICONOMI will notify all copiers who copy that Crypto Strategy about the received request for closing the Crypto Strategy by email no later than three (3) working days after the receipt of such request. Copiers will have seven (7) days to stop copying that Crypto Strategy. During this 7-day period, Crypto Strategy can not be copied. In case Copiers do not stop copying the Crypto Strategy, the stop copying function of that Crypto Strategy will be made automatically and the assets added to the copied Crypto Strategy will be automatically withdrawn and converted into Bitcoin (BTC) on the basis of the exchange rate valid at that time and credited to their ICONOMI account. ICONOMI will close the Crypto Strategy no later than 15 days after the receipt of the request to close the Crypto Strategy.

4.4 Crypto Strategies Fees:

- (a) End users who copy Crypto Strategy shall pay fees, incur spreads, charges and/or other costs as set out in these Terms or as shown on the Platform.
- (b) Strategists have an option to set the copying fee and a performance fee for their Crypto Strategy, when creating the Crypto Strategy. The copying fee may be set from 0.00% to 10.00% annually and the performance fee may be set from 0.00% to 30.00%. In case the copying fee and/or the performance fee is set, the balance of the copying and performance fee of the Crypto Strategy is split according to the ICONOMI Terms and Conditions for the Referral Program.
- (c) In case a Strategist decides to set the performance fee, they may set a weekly, monthly or quarterly performance fee collection period ("performance fee period"). The profit of Crypto Strategy is calculated and the performance fee is collected based on each Copiers High-Water Mark in a certain Crypto Strategy.
- (d) Strategists may change the percentage of copying fee, performance fee and the performance fee period twice a year. In case the copying fee and/or the performance fee is increased and/or the performance fee period changed, all Copiers will be automatically informed about the change via email. The change will come into force one month after the notice from the previous sentence was sent. If the copying fee and/or performance fee is decreased, all Copiers will be automatically informed about the change via email and the change will come into force immediately after.
- (e) Exit cost - Exit expenses and costs are dynamic. The Exit cost default amount is 0.5%. When the user exits Crypto Strategy, exit cost will be deducted from the total sell amount. The Part of collected amount will then be spent to cover all trading expenses (crypto strategy underlying asset sell off). The Possible surplus will be accounted to ICONOMI as profit. In this case, exit cost also acts as an exit fee.
- (f) The copying fees and/or performance fees are credited directly to Crypto Strategy. All collected fees are documented in a Crypto Strategy Strategist's account on the Platform.
- (g) Strategists hereby acknowledge and understand that ICONOMI does not collect any personal income, capital gains or similar taxes for any government authority in any form or manner and further understand and accept that it is their own responsibility to act in accordance with the tax laws applicable to them and to calculate and pay all aforementioned taxes applicable in their country of residence arising as a result of collected copying fees and/or performance fees from their crypto Strategies.
- (h) If Copiers are included in the ICONOMI Referral Program, fees collected from this point of Terms are subject to ICONOMI Referral Commission and the split of fees may differ as stated and determined in the ICONOMI Referral Program Terms and Conditions.

4.5 Crypto Strategy Disclaimer for Strategists and Copiers:

- (a) Before deciding to copy a specific Crypto Strategy, Copiers should consider all information about the Crypto Strategy, structure history, risk profile, fees, other pertinent information and their entire financial situation. In doing so, you should bear in mind all aspects and factors including, but not limited to, the risk nature of the Crypto Strategy and their investment objectives.
- (b) When using Crypto Strategy services, you are aware that Crypto Strategy service is not a regulated investment service of ICONOMI. A Crypto Strategy service does not categorize under any investment services under the currently valid and applicable legislation. ICONOMI does not provide any investment advice nor any investment recommendation within the Crypto Strategy service. You are using the Crypto Strategies at your own risk and ICONOMI and its affiliates, employees and users will not be liable for any losses that you may sustain as a result of you using Crypto Strategies. Neither ICONOMI nor any Strategist guarantees the future performance of your investment, any specific level of performance and the success of copying any Crypto Strategy. Strategies are subject to various market, currency, economic, political and business risks. Investment decisions may not be profitable

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and may result in the loss of your entire invested amount. Past performance is not a guarantee or prediction of future performance.

- (c) Within the Crypto Strategy service, ICONOMI provides only the infrastructure for its End users to act on the ICONOMI platform as a Strategist or Copiers. Due to that, ICONOMI does not have any control over the management of Crypto Strategies performed by Strategists except as stated in these Terms and consequently assumes no responsibility for the actions of Strategists. Strategists are completely independent and manage their Crypto Strategy in their full and unfettered discretion, wherein they shall comply with these Terms.
- (d) Every Strategist is bound to determine whether the creation and management of the Crypto Strategy is legal in their jurisdiction. By accepting these Terms, each End user undertakes not to use, create and/or manage Crypto Strategy via the Platform should their use, creation and/or management not be legal in the relevant jurisdiction or it requires a proper licence for use, creation and/or management of Crypto Strategies. The liability regarding the use, creation and management of Crypto Strategies is fully and solely on the Strategist and/or Copier.
- (e) In making a decision to invest in a copied Crypto Strategy, you understand that investing in a copied Crypto Strategy is highly speculative and that you could sustain significant losses. We are unable to provide any guarantee as to the performance of any particular Crypto strategy. You hereby confirm that you acknowledge that the structure of each Crypto Strategy may be changed by a Strategist at any time and that you are aware that at any time, upon sole discretion, you can withdraw your assets from any Crypto Strategy. You as a Copier, remain your day to day control, at all times, and are solely responsible for both monitoring, selecting and assessing the suitability of Crypto Strategies you copy and the overall performance of the Crypto Strategies.
- (f) Notwithstanding the fact that ICONOMI provides only the technical solution for Crypto Strategies and it is not responsible for the management of Crypto Strategies as stated above, ICONOMI shall supervise that the Crypto Strategy services are performed in accordance with these Terms and shall exercise reasonable endeavours to monitor the activity and performance of Strategists against parameters established by it, which may include risk behaviour, profitability, Strategist activities, and other parameters deemed relevant by ICONOMI. ICONOMI reserves the right to pause and/or block any Crypto Strategy or Strategist from being copied and/or to liquidate a Crypto Strategy at its sole and absolute discretion.
- (g) To the fullest extent permissible by law, neither ICONOMI nor any of our affiliates will be liable for (i) any loss that you may suffer by reason of any decision made or other action taken by a Crypto Strategy selected to copy by you or (ii) specifically any loss arising from any investment decision made or other action taken or omitted in good faith by any Crypto Strategy and/or Strategist. Nothing in these Terms will waive or limit any rights that you may have under any applicable laws which may not be waived or limited.
- (h) When using our Crypto Strategy services, you should note that ICONOMI may elect to remunerate Strategists as determined in point 5.4 of these Terms (“Crypto Strategy Fees”) and as amended from time to time.

5. ICONOMI USER ACCOUNT

5.1 In order to use the Platform and Services, you must create a user account at www.iconomi.com.

5.2 By creating an ICONOMI account you agree to: a) these Terms; b) create a strong password; c) provide accurate and truthful information; d) maintain and promptly update your information; e) maintain the security of your account by protecting your password and restricting access to third parties; and (f) take responsibility for all activities that occur under your account and accept all risks of any authorized or unauthorized access to your account, to the maximum extent permitted by law.

5.3 A maximum of one user account per person is allowed. If a user creates more than one account, ICONOMI reserves the right to freeze all accounts of that user and to carry out all necessary actions to merge the accounts into one account or to block the user from the Platform in cases of obvious fraudulent activities and/or if the user shall make additional user accounts.

5.4 For creating an account on the Platform, you shall be required to provide certain identification information and to pass all required KYC/AML procedures. You must provide any information required when creating an account or when prompted by any screen displayed within the Platform or by a third party. You represent and warrant that any information you provide via the Platform or to a third party is accurate and complete.

5.5 ICONOMI may at any time and at its sole discretion refuse access to ICONOMI platform, services and the Website by preventing you to create an account or by deleting your account, due to any KYC/AML concerns or

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due to any other grounded reasons (e.g. should it have doubts as to the accuracy, validity and completeness of information or validity, authenticity, and genuineness of the documents you provide or if it is established that the user does not meet the criteria as outlined in these Terms). ICONOMI further reserves the right to take any additional steps or actions for ensuring full compliance with any applicable KYC/AML legislation or regulation.

- 5.6 In the event of your death or other significant incapacity, the executor of your estate or your legal successor(s) will have to provide us with several documents such as your death certificate and will. The executor will need to provide proof of their role along with a government-issued photo ID. Other documents may also be required.
- 5.7 For security reasons, if we receive legal documentation confirming your death or other information leading us to believe you have died or are otherwise significantly incapacitated, we will freeze your ICONOMI Account and during this time, no transactions may be completed until:
- your designated fiduciary has opened a new account on the ICONOMI, as further described below, and the entirety of your ICONOMI account has been transferred to such new account, or
 - we have received proof in a form satisfactory to us that you have not died or are not suffering from serious incapacity.
- 5.8 Upon receipt by us of proof satisfactory to us that you have died or seriously ill and unable to operate your account, the fiduciary you have designated in a valid Will or similar testamentary document will be required to open a new account on the ICONOMI platform. If you have not designated a fiduciary, then we reserve the right to treat as your fiduciary any person entitled to inherit your account on the ICONOMI platform, as determined by us upon receipt and review of the documentation we, in our sole and absolute discretion, deem necessary or appropriate, including (but not limited to) a Will, a living trust, legacy or similar legal documents.
- 5.9 In the event we determine, in our sole and absolute discretion, that there is uncertainty regarding the validity of the fiduciary designation, we reserve the right to require an order resolving such issue from a court of competent (as deemed by us) jurisdiction before taking any action relating to your ICONOMI Account. Pursuant to the above, the opening of a new ICONOMI Account by a designated fiduciary is mandatory following the death of a ICONOMI Account owner, and you hereby agree that your fiduciary will be required to open a new ICONOMI Account and provide the information required under Section 3 of this Agreement in order to gain access to the contents of your ICONOMI Account.

6. SECURITY

- 6.1 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 cryptocurrency address, (iii) your username, password and any other login or identifying credentials or any other dealing with ICONOMI account, services, website, online platform or mobile application.
- 6.2 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 systems as a whole.
- 6.3 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.

7. ELIGIBILITY

7.1 By accepting these terms, you warrant that you are

- (a) are of legal age (at least 18 years old in most jurisdictions) and have the full legal capacity to form a binding contract;
- (b) have not previously been suspended or removed from using our Platform or Services;
- (c) have full power and authority to enter into this agreement under these Terms, and in doing so will not violate any other agreement to which you are a party;
- (d) are not located in, under the control of, or a national or resident of any Restricted Areas;
- (e) have not been placed on any of the sanctions lists published and maintained by the United Nations, European Union, any EU country, UK Treasury, or US Office of Foreign Assets Control (OFAC); and
- (f) will not use the Platform and Services if any applicable laws or regulations in the jurisdiction of your

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habitual residence or incorporations prohibit you from doing so in accordance with these Terms.

- 7.2 The Platform, the Website and Services are not offered for use to natural and legal persons having their habitual residence or their seat of incorporation in the following countries (follows as Restricted Areas) based on the FATF standards. ICONOMI may add other countries to the Restricted Areas list in the future without prior notice.
- 7.3 Natural and legal persons with their habitual residence or seat of incorporation in the Restricted Areas shall not use the Platform, the Website, or Services. None of the activities of ICONOMI, the Platform, the Website, and Services take place in the Restricted Areas. Any person matching the criteria from paragraph 10.1 shall immediately stop using the Platform and leave the Website.
- 7.4 ICONOMI shall not be held liable for any legal or monetary consequences arising from breaching the terms in 10.1 and 10.2. Persons using ICONOMI Services, Platform and the Website despite being strictly prohibited to use them shall on first request indemnify and hold harmless ICONOMI from any legal or monetary consequences arising from their breach of the terms as described in this paragraph 10.3.
- 7.5 It is End users' own responsibility to follow their country's restrictions and legislation in regard to crypto related operations, activities and/or services (including Services provided by ICONOMI) and act accordingly.
- 7.6 If you are registering to use the Platform on behalf of a legal entity, you represent and warrant that:
- (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and
 - (b) you are duly authorized by such a legal entity to act on its behalf.

8. ACCESS TO THE PLATFORM

- 8.1 The Platform and the Website are provided without warranty of any kind, either express or implied. We do not represent that the Website and the Platform will be available 100% of the time to meet your needs. In case of interruptions we will take all reasonable actions to provide you with access to the Platform as soon as possible, but there are no guarantees that access will not be interrupted, or that there will be no delays, failures, errors, omissions, or loss of transmitted information. We may suspend the use of the Website and the Platform for maintenance.
- 8.2 ICONOMI reserves the right, in its sole discretion, to terminate your access to the Website, the Platform, and its related Services or any portion thereof at any time, without notice, in particular due to legal grounds originating in anti-money laundering and know your client regulations and procedures, or any other relevant applicable regulations.

9. TRANSACTION RECOVERY

- 9.1 You are responsible to regularly monitor the deposit and withdrawal rules and procedures. With the change of the Platform from time to time, including but not limited to changes applied to the interface, instructions or procedures, you are obligated to read and follow the instructions related to making any kind of transactions very carefully every time you are conducting a deposit or withdrawal and to precisely follow each step of the process.
- 9.2 You are fully responsible for any mistakes, errors or defects which may arise in the course of a transaction and lead to partial or complete loss of your funds. ICONOMI shall not be held liable for any damages resulting from any actions previously mentioned.
- 9.3 ICONOMI shall in no case be liable for any loss, including but not limited to transfers between addresses, transactions, deposits, or withdrawals, resulting from your improper actions or activities, or erroneous transactions, deposits or withdrawals, resulting in your funds being lost. ICONOMI shall not compensate you for any losses resulting from such actions or activities.
- 9.4 ICONOMI strongly advises against making any direct transactions between your ICONOMI account and any other account or collection address that may, among others, include exchange, service, third party, or (de)centralized infrastructure. If you decide to transfer funds to a designated collection address or deposit funds to any other exchange, service, third party or (de)centralized infrastructure directly from ICONOMI, make sure that such transaction includes no risks for the loss of funds and that you receive correct and detailed instructions from the other party prior to making any transaction. ICONOMI will not investigate ownership or enter into reimbursements in any cases of such false transactions.

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- 9.5 ICONOMI provides investigation into lost funds as a payable service. Upon request, if a deposit or a withdrawal returns incomplete, erroneous or defect and you experience loss of funds or anticipate they may not be recovered, ICONOMI may, based on your explicit request, under best efforts, undertake to seek to return funds to you or to revoke any transaction that lead or may lead to loss of funds.
- 9.6 The request for transaction recovery shall be sent to support@iconomi.com. After receiving the transaction recovery request, ICONOMI makes a preliminary assessment for each transaction and reserves the right to refuse the recovery of a particular transaction. In case of refusal, ICONOMI has to provide a justified reason for refusal of transaction recovery.
- 9.7 ICONOMI will charge an investigation fee for any such investigation. The fee shall amount to 10% of the value of lost funds, but in no case less than USD 1,000.00. The fee will be charged and shall be paid by the End user in the cryptocurrency which is subject to the transaction recovery. We will investigate transactions that occurred not more than thirty (30) days prior to the date of the request for the recovery of funds. ICONOMI does not recover transactions with the value below USD 1,000.00. Due to the specifics and case-by-case nature, ICONOMI does not, in any way, guarantee success and shall not be liable if the investigation is ineffective and unsuccessful.
- 9.8 Due to the specifics that may be involved in each individual case, ICONOMI cannot provide exact timing for such investigations, but will strive to provide feedback within a reasonable time.

10. RISKS

- 10.1 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.
- 10.2 In addition to the above, you also acknowledge that you have been warned of the following risks associated with the Website, the Platform and the Serviceses.

(a) Legal risks regarding securities regulations

There is a risk that Services and 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. ICONOMI does not give warranties or guarantees that Services and Digital Assets are not securities, investment services and/or other licensed service or product in all jurisdictions. Each user of Services and Digital Assets shall bear his or her own legal or financial consequences of Digital Assets and Services being considered a security, investment service and/or other licensed service or product in their respective jurisdiction.

Every user is bound to determine whether the purchase and sale of Digital Assets, following of the Services is legal in his or her jurisdiction. By accepting these Terms, each user undertakes not to use Digital Assets and Services via the Platform should their use not be legal in the relevant jurisdiction.

Purchasing Digital Assets and using the Services will most likely continue to be scrutinized by various regulatory bodies around the world, which have so far had mixed reactions and regulatory impact. The legal ability of ICONOMI to provide Digital Assets and Services in some jurisdictions may be eliminated by future regulation or legal action. In the event that there is a high degree of certainty that Digital Assets and Services are not legal in a particular jurisdiction, ICONOMI will either a) cease operations in that jurisdiction, or b) adjust Digital Assets and Services in a way to comply with the regulation, should that be possible and viable.

You understand and accept that each user shall bear the legal or financial consequences that may be incurred in their entirety from any action, inaction, notice, and/or communication related to the actions described herein.

Every user 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 that may be contrary to the current setup of the Platform and that 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.

(b) Risks associated with the Ethereum protocol

A few 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

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Strategies to malfunction or function in an unexpected or unintended manner.

The user 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.

Ether, the native unit of account of the Ethereum protocol, may itself lose value in ways similar to Crypto Strategies, and also in other ways. More information about the Ethereum protocol is available at <http://www.ethereum.org>.

(c) Risks associated with users' credentials

Any third party that gains access to a User's login credentials for the Website or the Platform, or who gains access to the user's private keys, may be able to dispose of the User's Digital Assets, investments in copied Crypto Strategies. To minimize this risk, the User 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.

ICONOMI also provides advanced security techniques. Users' login credentials are their own sole responsibility. ICONOMI shall not be held responsible for any unauthorized access to a User's devices or for any unauthorized access to a User'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, Crypto Strategies could be impacted by one or more regulatory inquiries or actions.

(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 Assets, Crypto Strategies in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

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

(g) There is a risk that the Platform and Crypto Strategies may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of invested funds in copied Crypto Strategies and/or other Digital Assets .

(h) 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, or the Platform and Crypto Strategies, which could result in the theft or loss of invested funds in copied Crypto Strategies.

(i) Risk of mining attacks

As with other decentralized cryptocurrencies, the 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 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.

(j) Risk of low or no liquidity

ICONOMI and the Platform will be able to exchange Digital Assets for fiat currency under the condition as stated in point 2.6. of these Terms. Users may not at any given time be able to purchase or sell of their Digital Assets and/or investments in copied Crypto Strategies via the Platform due to lack of liquidity.

(k) Risk of loss of value

As per the high volatility of the value of Digital Assets, their value might fluctuate unfavorably, which may consequently affect the value of the investments in copied Crypto Strategies that are linked to those Digital Assets. There may also be other reasons, not related to the value of the Digital Assets to

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which Crypto Strategies are linked, that can cause unfavorable fluctuations of the value of investments in copied Crypto Strategies. **Risk of uninsured losses**

Unlike bank accounts or accounts at other financial institutions, funds held using the Platform, Crypto Strategies, or Blockchain 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, Crypto Strategies interact, malfunctions in an unfavorable way, including but not limited to malfunctions that result in the loss of investments in copied Crypto Strategies **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 when using the Platform, however caused.

(m) 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.

10.3 Crypto Strategy feature is associated with various risks (including, but not limited to those as outlined above in point 13.2) and you are urged to carefully read and consider the following risks before copying a Crypto Strategies:

- You should be able and prepared to bear the loss of the entire investment you made with copying the Crypto Strategies. You are fully responsible for any losses you may sustain as a result of Crypto Strategy fluctuations.
- Any past performance of Strategists and any other information with respect to Crypto Strategies appearing on our websites and applications are not indicative of future results and should be considered as hypothetical as more fully described below. It is important to understand that statistical information and historical performance is not a guarantee of future performance. **NO REPRESENTATION OR GUARANTEE IS BEING MADE THAT ANY CRYPTO STRATEGY WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE SHOWN.** When reviewing the Crypto Strategy, Strategist, financial performance information, opinions or advice of another registered End user, you should not assume that the Strategist is unbiased, **INDEPENDENT OR QUALIFIED TO PROVIDE FINANCIAL INFORMATION OR OPINIONS.**
- **PAST PERFORMANCE OF CRYPTO STRATEGIES SHOULD BE CONSIDERED AS HYPOTHETICAL PERFORMANCE RESULTS. HYPOTHETICAL PERFORMANCE RESULTS HAVE MANY INHERENT LIMITATIONS. NO REPRESENTATION OR GUARANTEE IS BEING MADE THAT ANY CRYPTO STRATEGY WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THE PAST PERFORMANCE SHOWN. THE ACTUAL PERCENTAGE GAINS/LOSSES EXPERIENCED BY CRYPTO STRATEGY COPIERS WILL VARY DEPENDING ON MANY FACTORS, INCLUDING BUT NOT LIMITED TO: STARTING ACCOUNT BALANCES (DEPOSITS AND WITHDRAWALS), MARKET BEHAVIOR AND THE ACTUAL PERFORMANCE OF THE CRYPTO STRATEGY.**
- **ACCORDINGLY, THERE ARE FREQUENTLY SHARP DIFFERENCES BETWEEN HYPOTHETICAL/PAST PERFORMANCE RESULTS AND THE ACTUAL RESULTS SUBSEQUENTLY ACHIEVED BY ANY PARTICULAR TRADING PROGRAM. ONE OF THE LIMITATIONS OF HYPOTHETICAL PERFORMANCE RESULTS IS THAT THEY ARE GENERALLY PREPARED WITH THE BENEFIT OF HINDSIGHT. IN ADDITION, HYPOTHETICAL TRADING DOES NOT INVOLVE FINANCIAL RISK, AND NO HYPOTHETICAL TRADING RECORD CAN COMPLETELY ACCOUNT FOR THE IMPACT OF FINANCIAL RISK IN ACTUAL TRADING. FOR EXAMPLE, THE ABILITY TO WITHSTAND LOSSES OR TO ADHERE TO A PARTICULAR TRADING PROGRAM IN SPITE OF TRADING LOSSES ARE MATERIAL POINTS WHICH CAN ALSO ADVERSELY AFFECT ACTUAL TRADING RESULTS. THERE ARE NUMEROUS OTHER FACTORS RELATED TO THE MARKETS IN GENERAL OR TO THE IMPLEMENTATION OF ANY SPECIFIC TRADING PROGRAM WHICH CANNOT BE FULLY ACCOUNTED FOR IN THE PREPARATION OF HYPOTHETICAL PERFORMANCE RESULTS AND ALL OF WHICH CAN ADVERSELY AFFECT ACTUAL TRADING RESULTS.**
- **NO ASPECT OF THE INFORMATION AND/OR CRYPTO STRATEGY FEATURE PROVIDED AND/OR MADE AVAILABLE ON OUR WEBSITE AND/OR MOBILE APPLICATIONS IS INTENDED TO PROVIDE, OR SHOULD BE CONSTRUED AS PROVIDING, ANY INVESTMENT, TAX OR OTHER FINANCIAL RELATED ADVICE OF ANY KIND. YOU SHOULD NOT CONSIDER ANY SUCH CONTENT AND/OR ANY SUCH FEATURE TO BE A SUBSTITUTE FOR PROFESSIONAL FINANCIAL AND/OR INVESTMENT ADVICE. IF YOU CHOOSE TO ENGAGE IN TRANSACTIONS BASED ON CONTENT ON THE WEBSITE AND/OR**

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CHOOSE TO COPY SPECIFIC CRYPTO STRATEGY, THEN SUCH DECISIONS AND INVESTMENT AND ANY CONSEQUENCES FLOWING THEREFROM ARE YOUR SOLE RESPONSIBILITY. ICONOMI AND ITS AFFILIATES DO NOT PROVIDE INVESTMENT ADVICE DIRECTLY, INDIRECTLY, IMPLICITLY, OR IN ANY MANNER WHATSOEVER BY MAKING SUCH INFORMATION AND/OR FEATURES AVAILABLE TO YOU. YOU SHOULD USE ANY INFORMATION GATHERED HERE AND/OR UTILIZE THE

CRYPTO STRATEGY FEATURES ONLY AS A STARTING POINT FOR YOUR OWN INDEPENDENT RESEARCH AND INVESTMENT DECISION MAKING.

(a) No insurance

Digital Assets are not legal tender, are not backed by the government, and Digital Assets accounts and value balances on Platform are not subject to any deposit insurance or protection scheme. ICONOMI is not a bank and does not offer fiduciary services.

10.4 With the acceptance of these Terms you acknowledge and confirm that:

- **Digital Assets Services, cryptocurrencies and products related thereto carry significant inherent risks that may not exist in or may differ from traditional asset classes, including financial instruments;**
- **past performance of Digital Assets, Services, cryptocurrencies and related products does not predict or guarantee future returns;**
- **assets invested into Digital Assets, Services, cryptocurrencies and related products on the ICONOMI platform do not represent a significant share of your total net worth;**
- **investment in Digital Assets, Services, cryptocurrencies and related products may result in losses up to and including the total amount of your principal;**
- **assets which you deposit on the ICONOMI platform are your own and are not subject to the rights of third parties;**
- **you are aware of all risks associated with Digital Assets, Services, cryptocurrencies and related products on the ICONOMI platform and you accept those risks.**

10.5 The Platform and Services are provided “*as is*” and “*as available*”. We and our affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory, or otherwise, regarding the Platform and Services, including any warranty that the Platform and Services 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.

11. FEES

11.1 ICONOMI may charge a fee payable by the user to ICONOMI. There are several types of fees:

- (a) a transaction fee, payable on the withdrawal of funds from copied Crypto Strategy, that is normally defined as a percentage of the transaction value,
- (b) an annual copying fee that is charged as a certain percentage of the overall End user’s amount of assets copying the Crypto Strategy,
- (c) a performance fee that may be charged as a certain percentage of the potential profit from copying a certain Crypto Strategy (i.e. profit sharing),
- (d) fees related to Crypto Strategies as determined in paragraph 6.4 of these Terms.

11.2 All fees defined above are paid to ICONOMI in the form of the Digital Assets applicable to that particular transaction. Fees are normally integrated in the source code and executed automatically. ICONOMI may share part of the fees with the Strategists.

11.3 The amount of fees and any additional conditions in connection with fees are stated and specified on the Website in relation to each particular Crypto Strategy or other services offered on the platform (i.e. a fee for manual processing of incorrect transactions). ICONOMI may publish a separate Fee Schedule (“**Fee Schedule**”) to determine general fees, which shall be published in a visible place on the Website and apply to your use of the Platform, products and services.

11.4 ICONOMI reserves the right to change the fees from time to time.

12. TAXES

12.1 All your factual and potential tax obligations are your concern, and ICONOMI is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited to what kind of filing or reporting is required of you by the competent tax authority, which taxes and to what extent you are obliged to pay, which tax exemptions you are eligible to, etc.

12.2 All fees and charges payable by you are exclusive of any taxes, and if certain taxes are applicable, they shall be added on top of the payable amounts. Upon our request, you will provide us with any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, is equal to the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

13. MANAGEMENT OF ASSETS

13.1 By using the Website, you explicitly consent that ICONOMI may hold Digital Assets in your name in a common pool of identical assets or otherwise deposit them in a user or common account and further explicitly agree that ICONOMI need not segregate Digital Assets to the extent that the Digital Assets of each user are segregated from the Digital Assets of other users. Notwithstanding the preceding sentence, ICONOMI’s own Digital Assets (i.e. house account) are segregated from users’ Digital Assets (i.e. client’s accounts) at all times.

13.2 If the End user fails to duly and in a timely fashion settle all their obligations under these Terms, the End user irrevocably allows and authorizes ICONOMI to offset any of its claims against the End user with any claims of the End user against ICONOMI, such as claims to repay the End user’s maturities, by debiting the End user’s assets on the End user’s account, especially End user’s Digital Assets, investment in copy Crypto Strategies, product and/or FIAT money in the End user’s account. For the settlement of due and outstanding obligations ICONOMI will, without prior notice, sell the appropriate amount of any FIAT currency, Digital Asset, investment in copied Crypto Strategies, product held by the debtor on its account. This applies mutatis mutandis also for cases where the End user’s transactions were reverted to the previous state in accordance with these Terms, wherein the certain End user’s debt occurred, and/or if the technical errors and/or breakdowns of ICONOMI platform occurs and results in an unjust enrichment of End user’s account. In case the assets on End user’s account are insufficient to cover the claims towards the End user, the End user is obliged to pay the debt and/or to cover the negative balance on their account. ICONOMI shall be entitled to charge handling charges for each of the End user’s offset liabilities towards ICONOMI and has a discretionary right to freeze and/or terminate the End user’s account in any stage of the process under this point of these Terms.

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

14.1 ©ICONOMI is the trading name of ICONOMI Limited, a company registered in England and Wales. Registered address 10 Orange Street London, WC2H 7DQ. Company Registration number: 11087795. ICONOMI Limited is registered with the Financial Conduct Authority (Firm Reference No. 927859). Our crypto asset activity is not within scope of the jurisdiction of the Financial Ombudsman Service nor subject to protection under the Financial Services Compensation Scheme.

14.2 ICONOMI does not provide any licensed financial services, such as investment services, fund management, portfolio management or investment advice.

14.3 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.

14.4 None of the information or analyses presented are intended to form the basis for any investment decision, and no

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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.

14.5 FCA Registration communication mandatory guidelines

ICONOMI is Registered with FCA (Financial Conduct Authority) for the following activities :

- The exchange of fiat currency for cryptoassets & cryptoassets for fiat currency;
- Providing custodian wallets for storing cryptoassets on behalf of customers; and
- The exchange of cryptoassets.

As such our communication is also under FCA oversight so these are our minimum standards going forward:

No reference is to be made to the FCA or ICONOMI to their followers in a public forum as to the pro's / con's of the firm, the UK regulatory or registration regime or similar without our explicit pre-approved ICONOMI authority.

No use of the FCA logo in the communication - not even re-sharing items from the FCA itself

Public communication of ICONOMI users that breach the above mentioned guidelines, will be registered as a "Marketing and or Regulatory Breach" in our breach log.

After detecting such Breach, the author will be asked to remove it from his/hers social media or any other public website.

Communication outside of these guidelines can directly damage the reputation and ICONOMI's regulatory standing as well as it may cause further investigation of FCA directly to the communication author and/or ICONOMI

15. LIABILITY

- 15.1 ICONOMI and its affiliates and their respective officers, employees, or agents will, in regard to the Website, the Platform, Services 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) and/or any costs, including but not limited to the regulatory costs, license fees or other related costs that result from or are related to the use or loss of use of this Website and its products, even if ICONOMI has been advised of the possibility of such damages, costs or losses, including, without limitation, from the use or attempted use of the Website, the Platform, Services and/or any of ICONOMI's other products or another linked website.
- 15.2 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 Services, 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 Services; or (d) any unauthorized access to, alteration of, or deletion, destruction, damage, loss, or failure to store any data, including records, private keys, and other credentials, associated with the Website, the Platform or Services.
- 15.3 Notwithstanding any other provision of these Terms, our and our affiliates' and licensors' aggregate liability under these Terms will be limited to 100.00 EUR per user.
- 15.4 You waive your right to demand the return of any Digital Asset and/or FIAT money you exchange with us for the purpose of investing in Crypto Strategies and/or Crypto Strategies , including, without limitation, a demand for specific performance.
- 15.5 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 Services 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.
- 15.6 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,

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

16. INTELLECTUAL PROPERTY

- 16.1 Your right to use the Website and the Platform is limited to the rights expressly granted in these Terms. These Terms shall not be understood and interpreted in a way that they would mean the assignment of Intellectual Property rights unless it is explicitly stated so in these Terms.
- 16.2 All rights, title, and interest in all of ICONOMI IP, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information, and data, whether or not patentable, copyrightable, or protectable in trademark, and any trademarks, copyrights, or patents based thereon, shall remain with ICONOMI . You may not use any of our intellectual property for any reason, except with our express, prior, written consent.
- 16.3 In particular, ICONOMI shall retain all intellectual property rights, mostly, but not limited to, copyright over the source code forming the Platform and the 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.
- 16.4 You are being granted a non-exclusive, non-transferable, revocable license to access and use the Website, the Platform, and Services strictly in accordance with these Terms. As a condition of your use of the Website, the Platform, and Services you warrant to ICONOMI that you will not use the Website, the Platform, or Services for any purpose that is unlawful or prohibited by these Terms. You may not use the Services 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, Services, 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, the Services 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 Assets to third parties.
- 16.5 All content included on the Website or the Platform, including the Services and associated products and services, such as, but not limited to, text, graphics, logos, images, source code, as well as the compilation thereof, and any software used on the Website and the Platform (hereinafter: "**ICONOMI IP**") is the property of ICONOMI 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.
- 16.6 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 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 and the copyright owner of ICONOMI . 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 except as expressly authorized by these Terms.

17. PRIVACY

- 17.1 ICONOMI undertakes to strictly apply privacy rules to your personal data and to process personal data of users in accordance with ICONOMI Privacy Policy, which is an integral part of these Terms. [ICONOMI Privacy Policy](#) provides to the user all necessary information regarding the processing of personal data, including the rights of users regarding the processing of their personal data.

18. NOTICES

- 18.1 We may provide any notice to you under these Terms by: (i) posting a notice on the Website; or (ii) sending an email to the email address associated with your account. Notices we provide by posting on the Website will be effective upon posting, and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email

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address associated with your account when we send the email, whether or not you actually receive or read the email.

- 18.2 To give us notice under these Terms, you must contact us by email at support@iconomi.com. We may update this email address for notices to us by posting a notice on our Website or Platform. Notices to us will be effective one business day after they are sent.
- 18.3 All communications and notices to be made or given pursuant to these Terms must be in the English language.

19. FORCE MAJEURE

- 19.1 We and our affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including acts of God; labour disputes or other industrial disturbances; electrical, telecommunications, hardware, software, or other utility failures; earthquakes, storms, or other elements of nature; blockages, embargoes, riots, acts or orders of government, acts of terrorism or war; changes in blockchain technology (broadly construed); changes in the Ethereum or any other blockchain protocols; or any other force outside of our control. Under no circumstances shall ICONOMI be responsible for damages due to business disruptions which are beyond ICONOMI's control. This applies especially in cases of force majeure or unpredictable events, such as: war, natural disasters, strikes, traffic jams, terrorist actions, breakdowns of communication and information systems caused by factors beyond ICONOMI's control, End users' non-compliance with certain safety measures, or similar.

20. MISCELLANEOUS

- 20.1 We do not permit individuals under the age of 18 to register with our Website or use our Services. If we become aware that a child under the age of 18 has provided us with personal data, we will delete such information from our files immediately and block him or her from accessing our Website and Services.
- 20.2 We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for them products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third-party developers or systems integrators who may offer products or services that compete with the other party's products or services.
- 20.3 These Terms do not create any third-party beneficiary rights in any individual or entity.
- 20.4 You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer contrary to these Terms will be void..
- 20.5 ICONOMI may at any time assign or transfer all or any of its rights under or pursuant to these Terms to any other entity that is a subsidiary or affiliate of ICONOMI or to another entity, so long as such assignment or transfer does not result in the User being subject to any additional financial or legal obligations other than those stipulated by these Terms at the time of such assignment or transfer. For the avoidance of doubt, any assignment of transfer under these Terms shall not affect clause 17.4, and ICONOMI IP shall permanently remain with ICONOMI.
- 20.6 The failure by ICONOMI to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.
- 20.7 Except as otherwise set forth herein, if any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portion will be interpreted to affect the intent of the original portion. If such a construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest of the Terms will remain in full force and effect.
- 20.8 All disputes or claims arising out of or in connection with these Terms, including disputes relating to its validity, breach, termination, or nullity, and any disputes or claims arising out of or in connection with the use of the Website, the Platform, or the Services shall be finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with said Rules. The language to be used in the arbitral proceedings shall be English. The governing law shall be the substantive law of the Republic of Austria.
- 20.9 Prior to filing any claims in accordance with paragraph 20.10, you undertake to file such claim or request directly to ICONOMI via email at address legal@iconomi.com. You agree that you will not file any claims in accordance

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with paragraph 27.11.8 earlier than 30 days after sending such claim or request to ICONOMI in accordance with this paragraph 27.11. Any claim filed with the arbitral tribunal contrary to the rules set out in this paragraph 27.11. shall be rejected immediately by the tribunal as premature.

- 20.10 These Terms represent the entire agreement between you and us regarding the subject matter of these Terms, in particular use of the Website, the Platform, and the Services. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition, or other provision that is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms) and that is submitted by you in any order, receipt, acceptance, confirmation, correspondence, or other documents.