

## User Agreement

03/29 09:00

These Terms and Conditions ("these Terms") are entered into between you ("User" or "You") and YIELDING ("YIELDING" or "We"). You and YIELDING are hereinafter separately referred to as "Party" and collectively as "Parties", by accessing, registering, downloading, using, clicking, or purchasing YIELDING's Software Licenses, tools and information made available through the Yielding.app website.

Please read these terms together with the provisions set forth in our Privacy Policy carefully before using this website. By using the website in any capacity, you agree that: (i) you have read and familiarize yourself with these Terms; (ii) you understand these Terms; and (iii) you agree to be bound by these Terms when using this website. If you do not agree to these Terms, you should immediately stop using this website.

We encourage you to seek professional advice regarding any tax and legal requirements with which you must comply in relation to you being a user of this website, our tools and services.

### Privacy Policy

You acknowledge and confirm that you have read, understood, and agreed to provisions stipulated in the Privacy Policy, which shall explain how YIELDING treats your information and protects your privacy when accessing or using YIELDING Platform. By using YIELDING Platform, you hereby agree that YIELDING may collect and use your information provided to us as set forth in the Privacy Policy and the GDPR Agreement for the purpose of YIELDING Software' uses and configuration.

This platform is dedicated to the transaction of digital assets and the provision of related services by using software licenses (hereinafter referred to as "the Service"). For the convenience of wording in this Agreement, the Website is referred to as "we" or other applicable forms of first-person pronouns in this Agreement. All natural persons or other subjects who log onto this Website shall be users of this Website. For the convenience of wording in this Agreement, the users are referred to as "you" or any other applicable forms of the second-person pronouns. For the convenience of wording in this Agreement, you and we are collectively referred to as "both parties", and individually as "one party".

## Definitions

"**AML**" means Anti-Money Laundering

"**Applicable Laws**" means any acts, statutes, regulations, ordinance, treaties, guidelines, policies issued by any governmental organizations, or regulatory bodies, including but not limited to the governing law stipulated under the European Union Governing Law.

"**CFT**" means Combating the Financing of Terrorism.

"**Content**" means all contents of YIELDING Platform, including any logos, identifying marks, images, illustrations, designs, icons, photographs, videos, text and other written and

multimedia materials, and requirement, product, services, advertising material, software, code as well as any data, files, archives, folders or downloads available on YIELDING Platform.

**"Digital Assets"** means stable Coins, cryptocurrencies and alt-coins which are accepted by YIELDING.

**"Prohibited Jurisdictions"** means the Botswana, Cambodia, Democratic People's Republic of Korea, Ethiopia, Ghana, Iran, Pakistan, Panama, Syria, Trinidad and Tobago, United States, China, Afghanistan, Albania, Bahamas, Barbados, Iraq, Jamaica, Japan, Mauritius, Myanmar, Nicaragua, Uganda, Vanuatu, Zimbabwe and Yemen.

**"YIELDING Platform"** means the Yielding.app website and any other official YIELDING communication channels made available for access to use YIELDING's services and being subject to revision periodically.

**"YIELDING Account"** means a virtual account which is opened with YIELDING for Users to utilise our software.

### **Important reminder:**

#### **We hereby remind you that:**

- 1. The digital assets themselves are not offered by any financial institution, corporation, or this Website;
- 2. The digital asset market is new and unconfirmed, and will not necessarily expand;
- 3. Digital assets are primarily used by speculators, and are used relatively less on retail and commercial markets; digital asset transactions are highly risky, due to the fact that they are traded throughout the day without limits on the rise or fall in price, and market makers and global government policies may cause major fluctuations in their prices;
- 4. The Company may suspend or terminate your account or use of the Service, or the processing of any digital asset transaction, at any time if it determines in its sole discretion that you have violated this Agreement or that its provision or your use of the Service in your jurisdiction is unlawful. It's not allowed to use of the service by any persons located or tax compliance in prohibited jurisdictions.

**Digital assets trading is highly risky and therefore not suitable for the vast majority of people. You acknowledge and understand that investment in digital assets may result in partial or total loss of your investment and therefore you are advised to decide the amount of your investment on the basis of your loss-bearing capacity. You acknowledge and understand that digital assets may generate derivative risks. Therefore, if you have any doubt, you are advised to seek assistance from a financial adviser first. Furthermore, aside from the above-mentioned risks, there may also be unpredictable risks. Therefore, you are advised to carefully consider and use clear judgment to assess your financial position and the abovementioned risks before making any decisions on buying and selling digital assets; any and all losses arising therefrom will be borne by you and we shall not be held liable in any manner whatsoever.**

**You are hereby informed that:**

- 1. You understand that this Website is only intended to serve as a venue for you to obtain digital assets software licenses, digital asset information, find trading counterparties, hold negotiations on and effect transactions of digital assets. This Website does not participate in any of your transactions, and therefore you shall, at your sole discretion, carefully assess the authenticity, legality, and validity of relevant digital assets and/or information, and solely bear the responsibilities and losses that may arise therefrom.
- 2. All opinions, information, discussions, analyses, prices, advice, and other information on this Website are general market reviews and do not constitute any investment advice. We do not bear any loss arising directly or indirectly from reliance on the abovementioned information, including but not limited to, any loss of profits.
- 3. The content of this Website may be changed from time to time and at any time without notice, and we have taken reasonable measures to ensure the accuracy of the information on the Website; however, we do not guarantee the degree of such accuracy or bear any loss arising directly or indirectly from the information on this Website or from any delay or failure caused by failure to link up with the internet, transmit or receive any notice and information
- 4. Using internet-based trading software systems also involves risks, including but not limited to failures in the software, hardware or Internet links, etc. In view of the fact that we cannot control the reliability and availability of the Internet, we will not be responsible for any distortion, delay, and link failure.
- 5. <https://www.yielding.app> is the sole official external information release platform for this Website;
- 6. It is prohibited to use this Website to engage in any illegal transaction activities or illegitimate activities, such as money laundering, smuggling, and commercial bribery. In the event that any suspected illegal transaction activities or illegitimate activities is uncovered, this Website will adopt all available measures, including but not limited to freezing the offender's account, notifying relevant authorities, etc., and we will not assume any of the responsibilities arising therefrom and reserve the right to hold relevant persons accountable;
- 7. It is prohibited to use this Website for the purpose of malicious manipulation of the market, improper transactions, or any other illicit trading activities. Where any of such illicit trading activities are uncovered, this Website will adopt such preventive and protective measures as a warning, restricting trading and closing accounts against any and all such malicious manipulation of prices, maliciously influencing the trading system and any other illicit behaviors; we do not assume any of the responsibilities arising therefrom and reserve the right to hold relevant persons accountable.

## **1. General Provisions**

- 1.1 The User Agreement (hereinafter referred to as "this Agreement" or "these terms and conditions") consists of the main body, Terms of Privacy, Understanding Your client and Anti-money-laundering Policy, as well as any rules, statements, instructions, etc. that this Website has published or may publish in the future.
- 1.2 Before using the services offered by this Website, you shall read this Agreement carefully, and consult a professional lawyer if you have any doubt or as may be otherwise necessary. If you do not agree to the terms and conditions of this Agreement and/or any change made thereto from time to time and at any time, please immediately stop using the

service provided by this Website or stop logging onto this Website. Upon your logging into this Website or using any service offered by this Website or engaging in any other similar activity, it shall be deemed as having understood and fully agreeing to all terms and conditions of this Agreement, including any and all changes, modifications, or alterations that this Website may make to this Agreement from time to time and at any time.

- 1.3 After filling in the relevant information in accordance with the requirements of this Website, and going through other relevant procedures, you will successfully register yourself as a member of this Website (hereinafter referred to as "Member"); in the process of registration, if you click on the "I Agree", it shall be deemed that you have reached an agreement with the Company by way of electronic signature; or when you use this Website, you click on the "I Agree" button or a similar button, or if you use the services offered by this Website in any of the ways allowed by this Website, it shall be deemed that you fully understand, agree to and accept all the terms and conditions under this Agreement, and in this case, the absence of your handwritten signature will not affect the legally binding force that this Agreement may have on you.

- 1.4 After you become a member of this Website, you will receive a member account and corresponding password, which shall be properly kept by you as a member of this Website; Members shall be liable for all activities and events carried out through their accounts.

- 1.5 You cannot engage in trading on the digital asset trading software platforms licenses provided by this Website and gain access to the services that are exclusively available to members in accordance with the rules and regulations of this Website, unless and until you become a member of this Website; if you are not a member of this Website, you can only log in to and browse the Website and have access to other services as are permitted by the rules and regulations of this Website.

- 1.6 Upon registering yourself as a member of this Website and using any of the services and functions offered by this Website, it shall be deemed that you have read, understood this Agreement, and:

- 1.6.1 accepted to be bound by all terms and conditions of this Agreement;

- 1.6.2 You confirm that you have attained the age of 18 or another statutory age for entering into contracts as is required by a different applicable law, and your registration with this Website, purchase or sale via this Website, release information on this Website and other behaviors indicating your acceptance of the Services offered by this Website shall comply with the relevant laws and regulations of the sovereign state or region that has jurisdiction over you, and you confirm that you have sufficient capacity to accept these terms and conditions, enter into transactions and to use this Website for digital asset transactions.

- 1.6.3 You undertake that all your digital assets involved in transactions hereunder are legally acquired and owned by you.

- 1.6.4 You agree to undertake any and all liabilities for your own transaction and non-transaction activities as well as any and all profits and losses therefrom.

- 1.6.5 You confirm that the information provided at the time of registration is true and accurate.

- 1.6.6 You agree to comply with any and all relevant laws, including the reporting of any transaction profits for tax purposes.

- 1.6.7 You agree to always refrain from engaging in or participating in any act or activity that damages the interests of this Website or the Company, whether or not in connection with the Services provided by this Website.

- 1.6.8 This Agreement is only binding on the rights and obligations between you and us and does not involve legal relations and legal disputes arising from and relating to the transaction of digital assets between the users of this Website, and between other websites and you.

## **2. Amendment of this Agreement**

- 2.1.1 We reserve the right to amend this Agreement from time to time and disclose such amendment by way of announcement on the Website without sending a separate notice to you on your rights. The date when the amendment is made will be indicated on the first page of the amended agreement. The amended agreement will take effect immediately upon announcement on the Website. You shall browse this Website from time to time and follow the information on the time and content of amendments, if any, made to this Agreement. If you do not agree with the amendments, you shall stop using the services offered by this Website immediately; if you continue to use the services offered by this Website, it shall be deemed that you accept and agree to be bound by the amended agreement.
- 2.1.2 We reserve the right, in our sole discretion at any time, to revise, modify, amend or update any clauses and provisions stipulated in these Terms, the website or any content on the website from time to time, including for security, legal or regulatory reasons, to reflect updates or changes to the service or functionality of the website. You are advised to check these terms periodically to ensure that you are aware of and are complying with the current versions. Changes are binding on users of the website and will take effect immediately from posting of the revised documentation on the website. You agree to be bound by such variation and your continued use of the website, tools and information made available shall constitute your acceptance of such variation.
- 2.1.3 We shall notify the revision or amendment of such clauses or provisions by updating these Terms and specify the 'Last Revised Date' displayed on a page of User Agreement. Any revisions and updates on these Terms shall be automatically effective upon their publication on YIELDING Platform website. We will indicate in our sole discretion on the Site or by email that the Terms have changed. You accept that by doing so, we have provided you with sufficient notice of such change. Therefore, your continuity of accessing or using YIELDING Software shall be deemed that you agree to have read, understood, and accepted all revised terms and provisions. If you do not agree on any revised or updated terms and provisions, you should immediately stop accessing or using our products. You are encouraged to frequently and carefully review these Terms to ensure that you understand these Terms.

## **3. Registration**

- 3.1 Eligibility for Registration You confirm and promise that: you shall be a natural person, legal person or other organization with the ability to sign this Agreement and the ability to use the services of this Website, as is provided by applicable laws, when you complete the registration process or when you use the services offered by this Website in any other manner as is otherwise permitted by this Website. Upon clicking on the button indicating that you agree to register, it shall be deemed that you yourself or your authorized agent agrees to the content of this Agreement and your authorized agent will register with this Website and use the services offered by this Website on your behalf. If you are not a natural person, legal person, or organization with the abovementioned ability, you and your authorized agent shall bear all the consequences of that, and the company reserves the

right to cancel or permanently freeze your account and to hold you and your authorized agent accountable.

- 3.2 Purpose of Registration You confirm and promise that you do not register with this Website for the purpose of violating any of the applicable laws or regulations or undermining the order of digital asset transactions on this Website.

- 3.3 Registration Process

- 3.3.1 You agree to provide a valid personal ID or Passport, email address, a mobile phone number, and other personal information in accordance with the requirements on the user registration page of this Website. You can use the email address, mobile phone number, or any other manner permitted by this Website to log in to this Website. Where it is necessary and in accordance with the requirements of applicable laws and regulations of relevant jurisdictions concerning, you shall provide your real name, identity card, and other information required by applicable laws, regulations, the Terms of Privacy, and anti-money-laundering terms, and constantly update your registration data so that they will be timely, detailed and accurate as is required. All of the original typed data will be referenced as registration information. You shall be responsible for the authenticity, integrity, and accuracy of such information and bear any direct or indirect loss and adverse consequences arising out of it.

- 3.3.2 If any of the applicable laws, regulations, rules, orders and other regulatory documents of the sovereign country or region in which you are based requires that mobile phone accounts must be based on real names, you hereby confirm that the mobile phone number you provide for registration purposes has gone through the real-name registration procedure. If you cannot provide such a mobile phone number as is required, any direct or indirect losses and adverse consequences arising therefrom and affecting you shall be borne by you.

- 3.3.3 After you provide the required registration information in a legal, complete and valid manner and such information passes relevant verification, you shall have the right to obtain an account and a password of this Website. Upon obtaining such an account and password, your registration shall be deemed as successful and you can log into this Website as a member thereof.

- 3.3.4 You agree to receive emails and/or short messages sent by this Website related to the management and operation thereof.

#### **4. Services**

This Website only provides online transaction platform software services for you to engage in digital asset trading activities through this Website (including but not limited to digital asset transactions etc.). This Website does not participate in the transaction of digital assets as a buyer or seller; This Website does not provide any services relating to the replenishment and withdrawal of the legal currency of any country.

- **4.1 Content of Services**

- 4.1.1 You have the right to browse the real-time quotes and transaction information of digital asset products on this Website, to submit digital asset transaction instructions, and to complete the digital asset transaction through the software licenses offered by our Website.

- 4.1.2 You have the right to view information under the member accounts on this Website and to apply the functions provided by this Website.

- 4.1.3 You have the right to participate in the website activities organized by this Website in accordance with the rules of activities posted on this Website.

- 4.1.4 Other services that this Website promises to offer to you.

**• 4.2 Service Rules You undertake to comply with the following service rules of this Website:**

- 4.2.1 You shall comply with the provisions of applicable laws, regulations, rules, and policy requirements, and ensure the legality of the source of all digital assets in your account, and shall refrain from engaging in any illegal activities or other activities that damage the rights and interests of this Website or any third party, such as sending or receiving information that is illegal, illicit or infringes on the rights and interests of any other person, sending or receiving pyramid scheme information or information or remarks causing other harms, unauthorized use or falsification of the email header information of this Website, inter alia.

- 4.2.2 You shall comply with applicable laws and regulations and properly use and keep your account on this Website and login password, password of your financial transactions, and the mobile phone number bound with your account that you provide upon registration of your account, as well as the security of the verification code received via your mobile phone. You shall be solely responsible for any and all your operations carried out using your account with this Website and login password, financial transaction password, verification codes sent to your mobile phone, as well as all consequences of such operations. When you find that your account with this Website, your login password, financial transaction password, or mobile phone verification codes is used by any unauthorized third party, uncover any other problem relating to the security of your account, you shall inform this Website in a prompt and effective manner, and request this Website to temporarily suspend the services to your account with this Website. This Website shall have the right to take action on your request within a reasonable time; nonetheless, this Website does not bear any liability for the consequences that have arisen before such action is taken, including but not limited to any loss that you may sustain. You may not assign your account with this Website to any other person by way of donation, lending, leasing, transfer, or otherwise without the consent of this Website.

- 4.2.3 You shall be responsible for obtaining the data network access necessary to use the Website. Your network's data and rates and fees may apply if you access or use the Website from a wireless-enabled device, and you shall be responsible for such rates and fees. You agree to take responsibility for all activities (including but not limited to information disclosure, information release, online click-approving or submission of various agreements on rules, online renewal of agreements or purchase service) using your account and password with this Website.

- 4.2.4 You shall be responsible for acquiring and updating compatible hardware or devices necessary to access and use the Website and any updates thereto. In addition, the Website may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications. In your digital asset transactions on this Website, you may not maliciously interfere with the normal proceeding of the digital asset transaction or disrupt the transaction order; you may not use any technical means or other means to interfere with the normal operation of this Website or interfere with the other users' use of the services; you may not maliciously defame the business goodwill of this Website on the ground of falsified fact.

- 4.2.5 If any dispute arises between you and any other user in connection with an online transaction, you may not resort to any means other than judicial or governmental means to request this Website to provide relevant information.

- 4.2.6 All taxes payable as well as all fees relating to hardware, software and services that

are incurred by you in the course of using the services provided by this Website shall be solely borne by you.

- 4.2.7 You shall abide by this Agreement and other terms of service and operating rules that this Website may release from time to time, and you have the right to terminate your use of the services provided by this Website at any time.

- **4.3 Product Rules**

- 4.3.1 Rules for trading products. You undertake that in the process in which you log in to this Website and engage in transactions with other users through this software licenses offered by the Website, you will properly comply with the following transaction rules.

- 4.3.1.1 Browsing transaction information. When you browse the transaction information on this Website, you should carefully read all the content in the transaction information, including but not limited to the price, consignment, handling fee, buying or selling direction, staking, compound, and any other Defi applications and you shall accept all the contents contained in the transaction information you adjust to your risk profile before you may click on the button to proceed with the transaction.

- 4.3.1.2 Submission of Commission. After browsing and verifying the transaction information, you may submit the transaction license fees. After you submit the transaction, it shall be deemed that you authorize this Website to broker you or you must pay them for the corresponding transactions, and this Website will automatically complete the matchmaking operation, without prior notice to you, if necessary.

- 4.3.1.3 Accessing transaction details. You can check the corresponding transaction records in the transaction statements by the Management Center, and confirm your own detailed transaction records.

- 4.3.1.4 Revoking/modifying transaction licenses fees. You have the right to revoke or modify your transaction at any time before the transaction is concluded.

## **5. Rights and Obligations of this Website**

- 5.1 If you do not have the registration qualifications agreed on in this Agreement, this Website shall have the right to refuse to allow you to register; if you have already registered, this Website shall have the right to revoke your member account, and this Website reserves the right to hold you or your authorized agent accountable. Furthermore, this Website reserves the right to decide whether to accept your application for registration under any other circumstances.

- 5.2 When this Website finds at its sole discretion that you or your associated account user is not suitable for high-risk investment, this Website shall have the right to suspend or terminate the use of your account and all associated accounts thereof.

- 5.3 When this Website finds out that the user of an Account is not the initial registrant of that Account, it shall have the right to suspend or terminate the user's access to that Account.

- 5.4 Where by means of technical testing or manual sampling, among others, this Website reasonably suspects that the information you provide is wrong, untrue, invalid, or incomplete, this Website shall have the right to notify you to correct or update the information or suspend or terminate its supply of the services to you.

- 5.5 This Website shall have the right to correct any information displayed on this Website when it uncovers any obvious error in such information.

- 5.6 This Website reserves the right to modify, suspend or terminate the Services offered by this Website, at any time, and the right to modify or suspend the Service without prior



notice to you; if this Website terminates one or more of the Services offered by this Website, such termination by this Website will take effect on the date of announcement of such termination on the Website.

- 5.7 This Website shall take necessary technical means and management measures to ensure the normal operation of this Website, and shall provide a necessary and reliable trading environment and transaction services, and shall maintain the order of digital assets trading.
- 5.8 If you fail to log into this Website using your member account number and password for an uninterrupted period of one year, this Website shall have the right to revoke your account. After your account is revoked, this Website shall have the right to offer the member name represented by such account to other applicants for membership.
- 5.9 This Website shall ensure the security of your digital assets by strengthening technical input and enhancing security precautions and is under the obligation to notify you in advance of the foreseeable security risks in your account.
- 5.10 This Website shall have the right to delete all kinds of content and information which do not conform to laws and regulations or the rules of this Website at any time, and exercise of this right by this Website is not subject to a prior notice to you.
- 5.11 This Website shall have the right to, in accordance with the applicable laws, administrative regulations, rules, orders, and other regulatory documents of the sovereign country or region where you are based, request to you for more information or data, and to take reasonable measures to meet the requirements of the local standards, and you have the obligation to provide proper assistance to such measures; this Website shall have the right to suspend or permanently terminate your access to this Website as well as part or all of the services offered by this Website.

## **6. Indemnity**

- 6.1 Under any circumstance, our liability for your direct damage will not exceed the total cost incurred by your three (3) months' use of services offered by this Website.
- 6.2 Shall you breach this Agreement or any applicable law or administrative regulation, you shall pay to us at least US\$ Two million in compensation and bear all the expenses in connection with such breach (including attorney's fees, among others). If such compensation cannot cover the actual loss, you shall make up for the difference.

## **7. The Right to Injunctive Relief**

Both you and we acknowledge that common law remedies for breach of an agreement or a possible breach of contract may be insufficient to cover all the losses that we sustain; therefore, in the event of a breach of contract or a possible breach of contract, the non-breaching party shall have the right to seek injunctive relief as well as all other remedies that are permitted under common law or equity.

## **8 • Limitation and Exemption of Liability**

- 8.1 You understand and agree that under no circumstance will we be held liable for any of the following events:
  - 8.1.1 loss of income;
  - 8.1.2 loss of transaction profits or contractual losses;
  - 8.1.3 disruption of the business
  - 8.1.4 loss of expected currency losses

- 8.1.5 loss of information
- 8.1.6 loss of opportunity, damage to goodwill or reputation
- 8.1.7 damage or loss of data;
- 8.1.8 cost of purchasing alternative products or services;
- 8.1.9 any indirect, special or incidental loss or damage arising from any infringement (including negligence), breach of contract or any other cause, regardless of whether or not such loss or damage may reasonably be foreseen by us, and regardless of whether or not we are notified in advance of the possibility of such loss or damage.
- 8.1.10 Items 8.1.1 to 8.1.9 are independent of each other.
- 8.2 You understand and agree that we shall not be held liable for any damages caused by any of the following events:
  - 8.2.1 Where we are properly justified in believing that your specific transactions may involve any serious violation or breach of law or agreement;
  - 8.2.2 Where we are reasonably justified in believing that your conduct on this Website is suspected of being illegal or immoral;
  - 8.2.3 The expenses and losses arising from the purchase or acquisition of any data, information or transaction, etc. through the services offered by this Website;
  - 8.2.4 Your misunderstanding of the Services offered by this Website;
  - 8.2.5 Any other losses related to the services provided by this Website, which cannot be attributed to us.
- 8.3 Where we fail to provide the Services or delay in providing such Services due to information network equipment maintenance, information network connectivity failures, errors in computer, communications or other systems, power failures, weather conditions, unexpected accidents, industrial actions, labor disputes, revolts, uprisings, riots, lack of productivity or production materials, fires, floods, storms, explosions, wars, failure on the part of banks or other partners, collapse of the digital asset market, actions by government, judicial or administrative authorities, other acts that are not within our control or beyond our inability to control, or due to causes on the part of third parties, we shall not assume any responsibility for such failure to provide service or delay in providing services, or for the resultant loss you may sustain as a result of such failure or delay.
- 8.4 We cannot guarantee that all the information, programs, texts, etc. contained in this Website are completely safe, free from the interference and destruction by any malicious programs such as viruses, trojans, etc., therefore, your log-into this Website or use of any services offered by this Website, download of any program, information and data from this Website and your use thereof are your personal decisions and therefore you shall bear the any and all risks and losses that may possibly arise.
- 8.5 We do not make any warranties and commitments in connection with any of the information, products and business of any third party websites linked to this Website, as well as any other forms of content that do not belong to us; your use any of the services, information, and products provided by a third party website is your personal decision and therefore you shall assume any and all the responsibilities arising therefrom.
- 8.6 We do not make any explicit or implicit warranties regarding your use of the Services offered by this Website, including but not limited to the applicability, freedom from error or omission, consistency, accuracy, reliability, and applicability to a specific purpose, of the services provided by this Website. Furthermore, we do not make any commitment or guarantee in connection with the validity, accuracy, correctness, reliability, quality, stability, integrity, and timeliness of the technology and information covered by the services offered

by this Website. Whether to log in to this Website or use the services provided by this Website is your personal decision and therefore you shall bear all the risks and possible losses arising from such a decision. We do not make any explicit or implicit warranties in connection with the market, value, and price of digital assets; you understand and acknowledge that the digital asset market is unstable, that the price and value of assets may fluctuate or collapse at any time, and that the transaction of digital assets is based on your personal free will and decision and therefore you shall assume any and all risks and losses that may possibly arise therefrom.

- 8.7 The guarantees and undertakings specified in this Agreement shall be the only guarantee and statements that we make in connection with the Services provided by us under this Agreement and through this Website and shall supersede any and all the warranties and commitments arising in any other way and manner, whether in writing or in words, express or implied. All these guarantees and statements represent only our own commitments and undertakings and do not guarantee any third party's compliance with the guarantees and commitments contained in this Agreement.

- 8.8 We do not waive any of the rights not mentioned in this Agreement and to the maximum extent permitted by the applicable law, to limit, exempt, or offset our liability for damages.

- 8.9 Upon your registration of your account with this Website, it shall be deemed that you approve any and all operations performed by us in accordance with the rules set forth in this Agreement, and any and all risks arising from such operations shall be assumed by you.

## **9. Termination of Agreement**

- 9.1 This Website shall have the right to terminate all Service offered by this Website to you in accordance with this Agreement, and this Agreement shall terminate on the date of termination of all services offered by this Website to you.

- 9.2 After the termination of this Agreement, you do not have the right to require this Website to continue to provide you with any service or perform any other obligation, including, but not limited to, requesting this Website to keep or disclose to you any information in your former original account, or to forward to you or any third party any information therein that is not read or sent.

- 9.3 The termination of this Agreement shall not prevent the observant party from demanding the breaching party to assume other liabilities.

## **10. Intellectual Property**

- 10.1 All intellectual achievements included in this Website, including, but not limited to, website logos, databases, website design, text and graphics, software, photos, videos, music, sounds and any combinations of the aforementioned files, and the intellectual property rights of software compilation, associated source code and software (including small applications and scripts) shall be owned by this Website. You may not copy, modify, copy, transmit or use any of the foregoing materials or content for commercial purposes.

- 10.2 All rights contained in the name of this Website (including but not limited to business goodwill and trademarks, logos) shall be owned by the Company.

- 10.3 Upon accepting this Agreement, it shall be deemed that you, on the basis of your own free will, have transferred and assigned exclusively and free of charge to this Website all copyright of any form of information that you publish on this Website, including, but not limited to copyrights, distribution rights, lease rights, exhibition rights, performance rights,

projection rights, broadcasting rights, information network dissemination rights, shooting rights, adaptation rights, translation rights, compilation rights and other transferable rights that copyright owners are entitled to, and this Website shall have the right to sue for any infringement on such copyright and obtain full compensation for such infringement. This Agreement shall apply to any content that is published by you on this Website and is protected by copyright law, regardless of whether the content is generated before or after the signing of this Agreement.

- 10.4 You shall not illegally use or dispose of the intellectual property rights of this Website or any other person during your use of the services offered by this Website. For any information that you publish on this Website, you may not publish or authorize other websites (or media) to use such information in any manner whatsoever.
- 10.5 Your log in to this Website or use of any of the services offered by this Website shall not be deemed as our transfer of any intellectual property to you.

### **11. Information protection**

Regarding the collection and use of your personal information and storage protection, the privacy policy publicized on this website shall prevail.

### **12. Calculation**

All the transaction calculations are verified by us, and all the calculation methods have been posted on the Website, but we can not ensure that your use of this Website will not be disturbed or free from errors.

### **13. Export Control**

You understand and acknowledge that in accordance with relevant laws, you shall not export, re-export, import or transfer any material (including software) on this Website; therefore, you hereby undertake that you will not voluntarily commit or assist or participate in any of the above export or related transfer or other violations of applicable laws and regulations; if you uncover any of the aforementioned events, you will report to us and assist us in handling them.

### **14. Transfer**

The rights and obligations agreed in this Agreement shall be equally binding on the assignees, the heirs, executors and administrators of the parties hereto who benefit from the rights and obligations. Without our consent, you may not transfer to any third party any of your rights or obligations hereunder, provided, however, we may, at any time, assign our rights and obligations under this Agreement to any third party with thirty (30) days' notice to you.

### **15. Severability**

If any provision of this Agreement is found unenforceable, invalid, or illegal by any court of competent jurisdiction, the validity of the remaining provisions of this Agreement shall not be affected.

### **16. No Agency**

Nothing in this Agreement shall be deemed to have created, implied, or otherwise treated us as your agent, trustee, or representative unless it is provided otherwise in this Agreement.

#### **17. Waiver**

Our or your waiver of the right to hold the other party liable for breaches of agreement or any other liability as is agreed upon in this Agreement shall not be construed or deemed as a waiver of the right to hold the other party for other breaches of contract; a failure to exercise any right or remedy shall not be construed in any way as a waiver of such right or remedy.

#### **18. Headings**

All headings herein are exclusively for the convenience of wording and are not intended to expand or limit the content or scope of the terms and conditions of this Agreement.

#### **19. Applicable Law**

- 19.1 You acknowledge and agree that, before filing any dispute or claim, you will contact us through [helpdesk@yielding](mailto:helpdesk@yielding). to solve the dispute in an informal way where we will try to solve the relevant dispute internally as soon as possible; The Parties agree to negotiate and solve any dispute in good faith (such negotiation shall be confidential and protected under applicable rules, and will not be used as evidence in any proceeding).
- 19.2 You acknowledge and agree that, in case of any dispute, controversy, divergence, or claim that can't be solved according to Clause 19.1, including any dispute in connection with the existence, validity, interpretation, performance, breach, or termination of this clause or any dispute concerning or arising out of this clause, (collectively referred to as the "Dispute"), the Parties shall submit the Dispute to the International Chamber of Commerce International Court of Arbitration ("ICC International Court of Arbitration") according to the ICC Rules of Arbitration in effect.
- 19.3 The arbitration shall be subject to the Rules of Arbitration of the International Chamber of Commerce (the "ICC") then in force (the "ICC Rules"). The arbitration will be administered by the International Court of Arbitration of the ICC. Unless the parties agree otherwise, there shall be only one arbitrator appointed in accordance with the ICC Rules. Any arbitration will be conducted in the English language or the Spanish Language, unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. JUDGMENT ON ANY ARBITRAL AWARD MAY BE GIVEN IN ANY COURT HAVING JURISDICTION OVER THE PARTY (OR OVER THE ASSETS OF THE PARTY) AGAINST WHOM SUCH AN AWARD IS RENDERED. Time for Filing: ANY ARBITRATION AGAINST YIELDING MUST BE COMMENCED BY FILING A REQUEST FOR ARBITRATION WITHIN ONE (1) YEAR, AFTER THE DATE THE PARTY ASSERTING THE CLAIM FIRST KNOWS OR REASONABLY SHOULD KNOW OF THE ACT, OMISSION OR DEFAULT GIVING RISE TO THE CLAIM; AND THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD. THIS ONE YEAR LIMITATION PERIOD IS INCLUSIVE OF THE INTERNAL DISPUTE RESOLUTION PROCEDURE SET FORTH IN PARAGRAPH 1 OF THIS SECTION, ABOVE. THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD. If applicable law prohibits a one-

year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. Process; Notice: The party who intends to seek arbitration after the expiration of the Dispute Resolution Period set forth in paragraph 1, above, must submit a request to the ICC in accordance with the ICC Rules. If we request arbitration against you, we will give you notice at the email address or mailing address you have provided. You agree that any notice sent to this email or mailing address shall be deemed effective for all purposes, including without limitation to determinations of adequacy of service. It is your obligation to ensure that the email address and/or mailing address on file with YIELDING is up-to-date and accurate.

- 19.4 Seat of Arbitration: The seat of the arbitration shall be Malta. Place of Hearing: The location of any in-person arbitration hearing shall be in Malta, unless otherwise agreed to by the parties. Governing Law / Jurisdiction: The governing law of the arbitration shall be Spanish Law.

- 19.5 Confidentiality. The parties agree that the arbitration shall be kept confidential. The existence of the arbitration, any non-public information provided in the arbitration, and any submissions, orders or awards made in the arbitration (together, the "Confidential Information") shall not be disclosed to any non-party except the tribunal, the ICC, the parties, their counsel, experts, witnesses, accountants and auditors, insurers and reinsurers, and any other person necessary to the conduct of the arbitration.

- 19.6 Notwithstanding the foregoing, a party may disclose Confidential Information to the extent that disclosure may be required to fulfil a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provisions

shall survive termination of these Terms and of any arbitration brought pursuant to these Terms.

- 19.7 Class Action Waiver. You and YIELDING agree that any claims relating to these Terms or to your relationship with YIELDING as a user of YIELDING Software License shall be brought against the other party in an arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You and YIELDING further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of all parties, including YIELDING.

## **20. Entry into Force and Interpretation of the Agreement**

20.1 This Agreement shall enter into force when you click through the registration page of this Website, complete the registration procedures, obtain your account number and password of this Website, and shall be binding on you and this Website.

20.2 The ultimate power of interpretation of this Agreement shall be vested in this Website.

## **Know-your-customers and Anti-Money Laundering Policies**

### **Preamble**

- 1.1 We ensure that we comply with know-your-customer and anti-money-laundering laws and regulations, and will not knowingly violate know-your-customers and anti-money-laundering policies. To the extent of our reasonable control, we will adopt necessary measures and technology to provide you with services that are safe and secure, so as to protect you against the loss caused by money laundering to the greatest extent possible.

- 1.2 Our know-your-customer and anti-money-laundering policies are a comprehensive system of international policies, including the know-your-customer and anti-money-laundering policies of the jurisdictions to which you are subject. Our robust compliance framework ensures that we meet regulatory requirements and regulatory standards on both the local and global levels, and ensure the operational sustainability of our website.

### **Content of Our Know-Your-Customer and Anti-Money-Laundering Policies**

- 2.1 We promulgate and update know-your-customers and anti-money-laundering policies to meet the standards set by relevant laws and regulations;
- 2.2 We promulgate and update some of the guidelines and rules in connection with the operation of this Website, and our staff will provide you whole-process service in accordance with the guidelines and rules;
- 2.3 We design and complete the procedures for internal monitoring and transaction control, such as rigorous identity authentication procedures, and form a professional team responsible for anti-money laundering;
- 2.4 We adopt a risk-prevention-based approach to carry out due diligence and continuous supervision in connection with customers;
- 2.5 Review and regularly inspect existing transactions;
- 2.6 To report suspicious transactions to the competent authorities;
- 2.7 Proof documents of identity documents, address certificates, and transaction records will be maintained for at least six(6) years; if they are submitted to the regulatory authorities, let it be understood that a separate notice will not be provided to you;
- 2.8 Credit cards are prohibited throughout the course of the transaction;

### **Identity Information and the Verification and Confirmation Thereof**

- 3.1 Identity Information
  - 3.1.1 In accordance with the laws and regulations of relevant jurisdictions and in light of the nature of entities concerned, the content of your information as is collected by us may vary, and in principle, we will collect the following information of yours if you register as an individual: Basic personal information: your name, address (and permanent address, if the two are different), date of birth and nationality, and other information available. Identity authentication shall be based on documents issued by the official or other similar authorities, such as passports, identity cards, or other identity documents as are required and issued by relevant jurisdictions. The address you provide will be validated in an appropriate manner, such as checking the fare ticket of means of transportation you use, your interest rate bills, or voter registration. Valid photo: before you register, you must provide a photograph showing you holding your identity document in front of your chest; Contact information: telephone/mobile phone number and valid email address.
  - 3.1.2 If you are a company or any other type of legal entity, we will collect the following information of yours to determine the final beneficiary of your account or your trust account. Your corporation enrollment and registration certificates of the company; a copy of the articles of association and memorandum of the company; the detailed certification materials of the ownership structure and ownership description of the company, and the decision of the board of directors on designating the authorized agent of the company responsible for the opening and execution of the account of the company with the website; the identity documents of the directors, major shareholders of the company as well as the

authorized signatory for the company's account with the website, as are required to be provided in accordance with relevant rules; the company's main business address, and the company's mailing address if it is different from the main business address of the company. If the local address of the company is different from its main business address, the company shall be deemed to be a high-risk customer, and consequently, the company will be required to provide additional documentation. Other certification documents, documents issued by competent authorities, and other documents we may deem necessary in light of the laws and regulations of relevant jurisdictions and in light of the specific nature of your entity.

- 3.1.3 We only accept English and Chinese versions of your identity information; if your identity information is not in either of the two languages, you shall have your identity information translated into English and duly notarized.

- 3.2 Confirmation and Verification

- 3.2.1 You are required to provide both the front and back sides of your identity documents.

- 3.2.2 You are required to provide us with a photograph showing you holding your identity documents in front of your chest.

- 3.2.3 Copies of certification documents shall be checked against the originals thereof. Nonetheless, if a trusted and suitable certifier person can prove that such copies are accurate and comprehensive duplicates of the originals thereof, such copies shall be deemed as acceptable. Such certifiers include ambassadors, members of the judiciary, magistrates, etc.

- 3.2.4 The identification of the ultimate beneficiary and controller of the account shall be based on the determination of which individuals ultimately own or control the direct customer and/or to determining that the ongoing transaction is performed by another person. If you are a business enterprise, the identity of major shareholders thereof (for example, those holding 10 % or more of the voting equity in such business enterprise) shall be verified. Generally, a shareholder holding 25 % of the shares of the company will be deemed as involving an average level of risk, and the identity of the shareholder shall be verified; a shareholder holding 10 % or more of the voting rights or shares is deemed to be involving a high level of risk, and the identity of the shareholder shall be verified.

## **Transaction Supervision**

- 4.1 We constantly set and adjust daily trading and cash withdrawal limits based on security requirement and the actual state of transactions requirements from your configuration;

- 4.2 If the transaction occurs frequently in an account registered by you or is beyond reasonable circumstances, our professional team will assess and determine whether such transaction is suspicious;

- 4.3 If we identify a specific transaction as suspicious on the basis of our assessment, we may adopt such restrictive measures as suspending the transaction or denying the transaction, and if it is possible, we may even reverse the transaction as soon as possible, and report to the competent authorities, without, however, notifying you;

- 4.4 We reserve the right to reject registration applications by applicants that do not comply with the international standards against money laundering or who may be regarded as political and public figures; we reserve the right to suspend or terminate a transaction identified as suspicious based on our own assessment, which, however, does not breach any of our obligations and duties to you.



## **21. Software Licenses Costs**

- 21.1 YIELDING will charge you 20 Yielding Coins (currently equivalent to 20\$) non-refundable every 12 months for a YIELDING Software License Contract. This contract will be renewed automatically after 12 months unless you wish to terminate the contract. In this case, please, check the penalties for the early termination of the contract.
- 21.2 The fees for the purchase of the software license may be modified by YIELDING and will be informed in the platform.
- 21.3 YIELDING as maintenance & use of our license will also charge a fixed rate of 1% of the total amount purchased through YIELDING's software and variable rate of 30% of all the profits will you obtain by using our software license.
- 21.4 YIELDING COINS are converted to USDC according to Coingecko's market price.

## **22. Representations and Warranties**

- 22.1. You hereby agree to make the following representations and warranties to YIELDING:
  - 22.1.1. The Digital Assets, which you shall deposit in YIELDING to purchase a software license shall not be derived from money laundering, terrorist financing, fraud, or any other illegal activities under any applicable law;
  - 22.1.2. You shall provide only accurate, complete, and up-to-date information and documents, if any, for the purpose of using or purchasing YIELDING software on YIELDING Platform;
  - 22.1.3. You shall understand and be aware of risks associated with accessing or purchasing a YIELDING software and you shall be fully liable at your own risk;
  - 22.1.4. You shall use YIELDING Software's through YIELDING Platform in good faith and shall not use for the purpose of concealing, or disguising the origin or nature of the proceeds derived from illegal or criminal activities;
  - 22.1.5. You shall be aware that you are subject to Tax regulation in your jurisdiction and shall be fully responsible for any filling/reporting and paying any tax as required by the Applicable Laws. YIELDING shall not be responsible to compensate you for your tax obligations or advise you in relation to your tax issues. Any uncertainties and unpredictable matters in tax legislation with respect to Digital Assets may expose you to any unknown or unforeseeable tax implications associated with your holding of Digital Assets and the use of YIELDING software, for which YIELDING shall have no liability. Also, you shall hold YIELDING harmless from any expenses and losses, resulting from the unknown or unforeseeable tax implications.
  - 22.1.6. You shall not breach any terms stipulated in these Terms, and the Privacy Policy, or any Applicable Laws in any relevant jurisdictions.
  - 22.1.7. You shall not interfere, intercept, or expropriate our network system, data, or information.
  - 22.1.8. You shall not transmit, or upload any virus or other malicious software program, or try to gain unauthorized access to other accounts, websites, networks or systems relating to YIELDING Services.
  - 22.1.9. You shall not decompile, reverse engineer, or disassemble any our programs, systems or products, or in any way infringe our Intellectual Property rights.
  - 22.1.10. You shall not cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of any of our programs, systems or products.

- 22.2. You shall inform YIELDING about any changes in your information and documents, if any, provided or submitted to YIELDING, particularly your contact details, within one (1) day as of change.
- 22.3. You shall defend, indemnify, and hold harmless YIELDING, its affiliates, each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees), arising out of or relating to any third-party claim concerning these Terms, or your use of YIELDING Services in violation of these Terms and applicable law.
- 22.4. Each of Representations and Warranties shall survive and continue to have full force and effect after the execution of these Terms.
- 22.5. YIELDING makes no representation, warranty, or guarantee to you of any kind. YIELDING Platform and Software are offered strictly on an as-is basis and, without limiting the generality of the foregoing, are offered without any representation as to merchantability or fitness for any particular purpose.

### **23. Forks**

- 23.1 YIELDING and third parties may from time to time create a copy of software and implement changes in operating rules or other features ("Forks") that may result in more than one version of a software (each, a "Forked Software").
- 23.2 Forked Software and the available supply of any Forked License are wholly outside of the control of YIELDING and our ability to deliver Forked Licenses resulting from a Forked Software may depend on third parties outside of YIELDING's control. You understand and acknowledge that Forks may materially affect the value, function, and even the name of the license associated with your YIELDING Account. In the event of a Fork, YIELDING may temporarily suspend certain services on the Online Platform (with or without advance notice to you) while we determine, at our sole discretion, which Forked Software(s) to support.

### **24. Risk Disclosure**

By accessing or using YIELDING Software, you expressly acknowledge and assume the risks as follows:

- 24.1.1. Risk of loss in value

Digital Assets are not issued by any central banks or national, supra-national, or quasi-national organizations. They are also not backed by any hard assets or other credit. The value of Digital Assets are affected by several factors, including but not limited to, the total number of Digital Assets in existence, the continued willingness of market participants to exchange government-issued currency for Digital Assets, purchasers' expectations with respect to the rate of inflation of fiat currencies, purchasers' expectations with respect to the rate of deflation of cryptocurrencies, interest rates, currency exchange rates, cyber theft of cryptocurrencies from online digital wallet providers, or news of such theft from such providers or individuals' digital wallets, investment and trading activities of large investors, monetary policies of the governments, trade restrictions, currency devaluations and revaluations, regulatory measures, the global or regional political, economic or financial events and situations. Thus, all these factors shall affect the value of Digital Assets, which may result in the permanent partial or total loss of the value of a particular Digital Asset held in a YIELDING Software. The volatility and unpredictability of the value of Digital Assets

relative to the government-issued currency may result in a significant loss over a short period of time.

- 24.1.2 The regulatory regime governing Digital Assets

The regulatory framework relating to Digital Assets remains unsettled, and any laws, regulations, or guidelines may be significantly revised and amended which shall materially and adversely affect the value of Digital Assets and your license of YIELDING's software as follows.

Regulations of the use, transfer, and exchange of Digital Assets in various jurisdictions are currently undeveloped or underdeveloped and likely to evolve rapidly. One or more countries shall take regulatory actions in the future that are severely restricted, which may directly or indirectly affect or restrict YIELDING Software provided to Users.

To the extent that YIELDING may be required to obtain licenses, permits, and/or approvals in any jurisdictions to offer YIELDING Software, but are unable to obtain such Regulatory Approvals or if such Regulatory Approvals are not renewed or revoked for any reasons, the Users in such jurisdictions shall be unable to access or use YIELDING Software.

It is difficult to predict how or whether governments or regulatory authorities may implement any changes to laws and regulations affecting the use, transfer, and exchange of Digital Assets. In the case where YIELDING may be requested or forced to suspend or discontinue or to change the operation of YIELDING Software & Services in any jurisdictions required by laws and the authorities, your YIELDING license may be frozen for an indefinite period of time until the matter is solved.

You shall be responsible for determining whether the use of YIELDING Software is legal in your jurisdiction, and you shall not access or use YIELDING Software if it is illegal in your jurisdiction.

If you are uncertain on the legal status of the use of Digital Assets in your jurisdiction, please seek independent advice from your legal advisor.

- 24.1.3 Technical and System Failure affected the obligations stipulated in these Terms

YIELDING may experience system failures, unplanned interruptions in its network or services, hardware or software defects, security breaches or other causes that could adversely affect YIELDING's infrastructure network, which includes Yielding. Website.

YIELDING is unable to anticipate when there would be the occurrence of hacks, cyber-attacks, mining attacks, including but not limited to double-spend attacks, majority mining power attacks and selfish-mining attacks, distributed denial of services or errors, vulnerabilities or defects in Yielding., Users' accounts or any technology related to the software, including but not limited to smart contract technology. Also, YIELDING is unable to detect these hacks as mentioned earlier, mining attacks, cyber-attacks, distributed denial of services errors vulnerabilities or defects in a timely manner and does not have sufficient resources to efficiently cope with multiple services incidents happening simultaneously or in rapid succession.

In addition, YIELDING Software, including the YIELDING Platform, could be disrupted by numerous events, including natural disasters, equipment breakdown, network connectivity downtime, power losses, or even intentional disruptions of its services, such as disruptions caused by software viruses or attacks by unauthorized users, some of which are beyond YIELDING's control. Although YIELDING has taken steps against malicious attacks on its appliances or its infrastructure, which are critical for the maintenance of the YIELDING Platform and its services, there can be no assurance that cyber-attacks, such as distributed

denials of service, shall not be attempted in the future, and that YIELDING's enhanced security measures shall be effective.

- 24.1.5 YIELDING shall have no liability for any delay, error, interruption or failure to perform any obligation under these Terms where the delay or failure is directly or indirectly resulting from any causes beyond YIELDING's control, including but not limited to;
- 24.1.6 . Acts of God, nature, court of government.
- 24.1.7 Failure or interruption in public or private telecommunication networks, communication channels or information system.
- 24.1.7 Acts or omission of acts of a party for whom we are not responsible.
- 24.1.8 . Delay, failure or interruption in, or unavailability of, third-party services.
- 24.1.9 Strikes, lockouts, labour disputes, wars, terrorist acts and riots.
- 24.1.10 YOU UNDERSTAND AND AGREE THAT YOU USE YIELDING SOFTWARE AT YOUR RISKS. THIS CLAUSE IS NOT EXHAUSTIVE AND DOES NOT DISCLOSE ALL THE RISKS ASSOCIATED WITH DIGITAL ASSETS AND THE USE OF SERVICES. THEREFORE, YOU ARE RECOMMENDED TO CAREFULLY CONSIDER WHETHER SUCH USE IS SUITABLE FOR YOU IN LIGHT OF YOUR CIRCUMSTANCES AND FINANCIAL POSITIONS.

## **25. Indemnify**

- 25.1. You irrevocably undertake to fully indemnify and hold harmless each of YIELDING, its shareholders, officers, directors, employees, and agents and their respective successors, heirs and assigns promptly upon demand at any time and from time to time, from and against any and all losses, claims, actions, proceedings, damages, demands, judgements, sums, liabilities, damages, costs, charges and expenses, including but not limited to any reasonable attorney's fees, or penalties imposed by any regulatory authority, and reimbursements arising out of or related to the following situations:
  - 25.1.2 Your use of, or conduct in accordance with YIELDING Software.
  - 25.1.3 Your breach of or our enforcement of these Terms.
  - 25.1.3. Your violations of any Applicable Laws, regulation, or rights of any third party during your use of YIELDING Software. If you are obligated to indemnify YIELDING, its group companies, shareholders, officers, directors, employees, and agent and their respective successors, YIELDING shall have the right, at our sole discretion, to control any action or proceeding and to determine whether YIELDING wishes to proceed, or settle, and if so, on what terms or provisions.

## **26. Termination**

- 26.1. These Terms shall be immediately terminated by closing your YIELDING account and discontinuing your use of YIELDING Software.
- 26.2. Please note that crypto currencies are extremely volatile and are very risky. YIELDING does not guarantee any kind of monetary yield and you may lose all your investments through the use of our Software when bear markets. Yielding's software product refunds take over 15 days after client's request. The value of the funds received by the clients are calculated on the liquidation and can vary depending on the market behaviour. However, in case of miscellaneous events the recovery could take longer.

• 26.3. These Terms and YIELDING Services can be terminated upon written notice by YIELDING if there is reasonable ground to believe that you breach any terms or provisions stipulated in these Terms, or you do not comply with these Terms, but are not limited to:

- Creating more than one account,
  - Allowing unauthorized access to your account,
  - Accessing the account to another User,
  - Failure to provide information or proof when required by YIELDING during an investigation,
  - Infringement of the means to advertise with the purpose of attracting new affiliates, which is disloyal to the company or towards other Customers.
  - Misappropriation of the Company's trademark, in webpages, social media or any other means of communication.
  - Defamation of the Company.
  - Disrespect any worker or Department of the Company.
  - Modification of the Company's legal documents, which include some of the following: terms & conditions, Policies & Procedures, Compensations Plan.
  - Writing of articles, comments or any other use of media where the User insinuates or relates the Company to a scam, illegal or unlawful activities.
  - Disclosing any confidential information given to the Customer at any time.
  - Fraudulent or inappropriate use of the webpage or of other services.
- 26.4. The early termination of the contract implies different penalties:
- The early termination of the contract during the first quarter (1Q) implies a penalty of 20% of the total amount of Digital Assets participated with the software license.
  - The early termination of the contract during the second quarter (2Q) implies a penalty of 10% of the total amount of Digital Assets participated with the software license.
  - The early termination of the contract during the third or the fourth quarter (3Q or 4Q) does not imply any penalty.

**If you make new repurchases on any of the contracts, the term will reset for the entire product in question.**

The percentage of the penalty applied will be calculated over the total amount of digital assets participated at the market price. Please, read the different conditions of use for each software license. Depending on the license you are using, you will recover your purchase in Ethereum or Bitcoin.

- 26.5. In the event that your suspended or closed YIELDING account has an outstanding balance, you shall be entitled to recover the relevant Digital Assets at the market price, unless that YIELDING has reasonable ground to suspect that Digital Assets or the funds used for the purchase of Digital Assets were obtained through fraud, illegal means, or connected with any criminal activities.
- 26.6. The termination of these Terms shall not prevent YIELDING from seeking any remedies from you in the case where you breach any terms or provisions before such termination.
- 26.7. Any ongoing obligation on you, and the provision regarding (i) YIELDING's intellectual Property (ii) No solicitation or Offering (iii) indemnification (iv) Limitation of liability and (v)

any other provisions designed to survive, will survive any termination or expiration of the Terms for any reason.

## **27. Notice/Announcement**

- 27.1 Any notice required or made under these Terms from YIELDING to you shall be considered validly received when addressed to your last contact information, including but not limited to the latest used email address, mailing address or phone number. Additionally, YIELDING may provide notices through publishing on Yielding. Website.
- 27.2 Any notice required or made under these Terms by you to YIELDING shall only be made through an email in English, sent to support@yielding.app

## **28. No Financial and Legal Advice**

- 28.1 YIELDING is not your broker, intermediary, agent, or legal advisor and has no fiduciary relationship or obligation to you in connection with any decisions or activities affected by you using YIELDING.
- 28.2 No communication or information provided to you by YIELDING is intended as or shall be considered or construed as, investment advice, financial advice, legal advice, or any other sort of advice. All Savings and Investment Services shall be executed automatically based on the parameters of your consideration in your Software configuration. You shall be solely responsible for determining whether any Savings, Investment strategy or related transaction is appropriate for you according to your personal investment objectives, financial circumstances and risk tolerance. You shall be solely responsible for any loss or liability therefrom.
- 28.3 Before making any investment decisions, you should conduct your due diligence and consult with your independent financial, legal, or tax professionals. YIELDING shall not be liable for the decisions you make to access or use YIELDING Software.
- 28.4 By accepting these terms, you agree and understand that cryptocurrencies may be highly volatile and depending on market conditions may be depreciated.

## **29. Confidentiality**

- 29.1. Subject to the Privacy Policy, you hereby expressly and irrevocably permit and authorize YIELDING, its employees, and/or any other persons authorized by YIELDING to disclose all information provided by you to YIELDING for any purposes stipulated in these Terms.
- 29..2. However, the confidentiality obligation shall not apply to the followings:
  - 29.2.1. any information which becomes generally known to the public, other than by reason of any wilful or negligent act or omission of YIELDING or any of their respective Representatives;
  - 29..2.2. any information which is required to be disclosed according to any applicable law or any requirement of any competent governmental or statutory authority or according to rules or regulations of any relevant regulatory, administrative or supervisory body (including but not limited to any relevant stock exchange or securities council);
  - 29.2.3. any information which is required to be disclosed according to any legal procedures issued by any courts or tribunals.
- 29..3. The obligations contained in this Clause shall endure, even after the termination of your account or discontinuing YIELDING Services in accordance with and as permitted by the

provisions of these Terms, within five (5) years after terminating your YIELDING account except and until any confidential information enters the public domain.

### **30. Assignment**

YIELDING shall be allowed to assign, transfer, and subcontract its right and/or obligations under these Terms without any notification or your consent required.

Nevertheless, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

### **31. No Third-Party Rights**

Nothing in these Terms shall be deemed to create any rights in any creditors or other persons, not a party hereto, and these Terms shall not be construed in any respect to be a contract in whole or in part for the benefit of any third parties.

### **32. . Electronic Signatures**

- 32.1 You agree that you may tender your signatures to be binding with these Terms and use YIELDING Software by electronic means, such as by email or by an online e-signature platform. The Parties agree that their digital signature or other forms of electronic acknowledgement, click-wrap agreement, consent, or acceptance, as the case may be:
- 32.2 Constitutes their signature, acceptance, and agreement of these Terms; and has the same force and effect as a signature affixed by hand.
- 32.3 Waiver The failure of one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter. At the same time, the waiver of one Party to seek recovery for the other Party's violation of these Terms of any provisions of applicable terms shall not constitute a waiver by that Party of any subsequent breach or violation by the other Party or of the provision itself.

### **33. Submitting Request to acquire a Yielding Software**

- 33.1. You may submit as many forms as you wish to get a Yielding software with the equivalent of 500 USD in Ethereum starting price. YIELDING reserves the right to decide whether orders will be successful, subject to availability, amongst other things.
- 33.2 The "Customer order" constitutes a request to acquire a Software license contract from YIELDING, therefore it does not represent a formed Contract. If YIELDING accepts the Order, YIELDING will associate the Software license Contract with the Account. Until then, an Order is considered pending and YIELDING reserves the right to decline the payment.
- 33.3. Confirmation of your order will be made by email, and through that channel of communication YIELDING will specify the commencement date of the Software license contract.
- 33.4. Once the full payment of the Software license contract is made it will be activated the next Sunday. The earned Cryptocurrency will be transferred to the private Ether wallet upon your request or it can be reinvested if such requests are confirmed by the Company.

### **34. Payment**

- 34.1. You are able to purchase a "Yielding Software License" using only Ethereum; **YIELDING does not accept payments in FIAT.**

- 34.2. You have the right to cancel the pending Order. You will not be allowed cancelling of orders which have already been confirmed.
- 34.3. You bear sole responsibility for the information that is provided during payment, including but not limited to: information on the beneficiary's account, the transferable amount and the payment details.
- 34.4. YIELDING reserves the right, at its sole discretion, to adjust the Software license Contract accordingly to the received funds, to request the missing amount to be paid if payment is not fully done or is incorrect, and to implement other actions when information provided is insufficient. YIELDING may apply any of the following actions before activating the software license contract:
  1. If the amount of funds is not sufficient to fully pay the software license contract, YIELDING reserves the right, in its sole discretion, to adjust the software license contract in accordance with the funds received or to request the missing amount to be paid before the Contract is activated.
  2. If the amount of payment exceeds that of the software license contract, YIELDING reserves the right, at its sole discretion, to adjust the software license contract in accordance with the received funds.
  3. If you initiate a payment with incorrect/insufficient information and/or with an incorrect or absent Account, the Company will try, if possible, to process the Order and report the error immediately.
  4. If the destination address does not belong to YIELDING (directly or through a third-party service) and/or is not associated with YIELDING in any way, YIELDING will not be liable and will reject any claims.
  5. YIELDING is not obliged to proactively resolve payment related issues without a claim submitted by you.
- 34.5. YIELDING reserves the right to request proof of payment, if there are suspicions or facts that payment was not received but the software license contract was activated. You are obliged to provide proof of payment within 14 days of reception of such request. If proof of payment is not provided within 14 days or provided proof is deemed insufficient and/or invalid, YIELDING reserves the right to reject the Customer's request.
- 34..6. YIELDING reserves the right to switch and/or change any purchased software license contract type and the amount of the contract, at any time. The change of software license contract type will take into consideration the current market price and YIELDING will attempt, if possible, not to reduce the total value of the software license contract being changed. This means, in the event of forced change YIELDING will attempt, if possible, to provide a substitution software license contract of equal or greater total value than that of the initial software license contract, according to the market price at the moment of change.
- 34.7. All purchases are final and non-refundable.
- 34.8. If you send more funds than the "Invoice's price" mark, the invoice will be updated for the total funds sent.



