

TERMS OF USE

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THESE TERMS OF USE, TOGETHER WITH, THE TRADING RULES, ANY OTHER RELEVANT RULES, STATEMENTS, POLICIES, AND DOCUMENTS INTO WHICH YOU AND AceTrader HAVE ENTERED, CONSTITUTE THE ENTIRE AGREEMENT AND CONTAINS IMPORTANT TERMS AND CONDITIONS APPLICABLE TO THE ACCOUNT AND SERVICES. BY CONNECTING YOUR WALLET OR USING ANY OF PORTION OF THE WEBSITE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT ALL OF THE TERMS AND CONDITIONS IN THESE TERMS OF USE, AND YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE BOUND BY THESE TERMS OF USE, WHICH MAY BE UPDATED AND AMENDED FROM TIME TO TIME AT OUR SOLE DISCRETION.

Our Services are not offered to persons who have connections with the “Proscribed Address” or who are “Proscribed Person(s).” And AceTrader reserves the right to halt or suspend the Services at such time and for such duration in our absolute discretion, including in case of emergency market closures and to allow for system upgrades / maintenance or node upgrades, or where, in our opinion, such Transaction may result in AceTrader being associated with a Proscribed Person or Proscribed Address. To the extent such persons use AceTrader irrespective of the foregoing, they will be deemed to be subject to these Terms of Use.

1. DEFINITIONS

1.1. Unless the context suggests the otherwise, the following words and expressions shall have the following meanings under this Agreement:

- “Account”** : means the account opened by you at AceTrader for the purpose of Paper Trading and participation in Trading Fund Program for Eligible Participants;
- “Affiliate”** : means in relation to a corporation, partnership or any other form of legal entity, another entity or person that, directly or indirectly, is Controlling, Controlled by or under common Control with such entity; or in relation to any individual, a minor child of that individual and any company or trust which is directly or indirectly Controlled by such individual;
- “Agreement”** : means the written agreement between you and AceTrader regarding the opening, maintenance and operation of the Account as amended from time to time, including but not limited to this Terms of Use, Privacy Policy, and any document setting out the fees, costs, charges and expenses that may apply to any Service provided by us and/or any Transaction,

and any other rules, notifications, guidelines, terms or agreements designated by us from time to time;

- “App”** : means the mobile application that we may make available to you in respect of AceTrader, subject to our discretion and applicable terms;
- “Applicable Law(s)”** : any local or foreign law, ordinance, regulation, demand, guidance, guidelines, rules, codes of practice, whether or not relating to Government Agencies as amended, reacted and replaced from time to time, that may have a jurisdiction on this Terms of Use or any other terms of the Agreement;
- “Best Day”** : the day with the highest daily realized profit of all day;
- “Consistency Target”** : means the Best Day realized profit is not more than 50% of the overall realized profit;
- “Eligibility Targets”** : means the set of performance criteria a User must fully satisfy in order to be eligible to the Trading Fund Program:
- (a) the Profit Target,
 - (b) the Consistency Target, and
 - (c) completion of at least five (5) consecutive Trading Days;
- “KYC”** : Know-Your-Client standards, procedures, and any relevant requirements under Applicable Laws or industrial practice;
- “Max Maximum Loss Limit (MLL)”** : the maximum amount an Account can lose, which is set as 6% of the initial Trading Fund allocated. Currently the MLL is set at 600 USDC;
- “Minimum Payout Amount”** : Means the amount of 100 USDC;
- “Paper Trading”** : means a simulated trading environment provided by AceTrader that allows Users to execute Transactions involving cryptocurrencies without the use of real funds. Paper Trading is intended for educational, evaluative, or qualifying purposes and does not involve actual market execution or ownership of Virtual Assets. Performance within the Paper Trading environment may be used by AceTrader as a basis to determine Eligible Participant to trade with real funds under the Trading Fund Program;
- “Payout Criteria”** : means the conditions that must be satisfied by an Eligible Participant in order to request and receive a payout from the realized net profits generated under the Trading Fund

Program. To qualify for a payout, the following must be fulfilled:

- (a) the Participant must have completed five (5) Trading Days, with each qualifying day generating at least 100 USDC of net profit,
- (b) after the payout is deducted, the Participant's Payout Balance must retain at least 800 USDC as a Safety Net,
- (c) the requested payout amount must be no less than the Minimum Payout Amount.

Payouts may be suspended, denied, or forfeited if the Eligible Participant breaches any Trading Rules, or if the profits required to fulfill the payout are no longer available.

“Payout Balance” : means the portion of realized net profits generated by a Participant under the Trading Fund Program that is available to be withdrawn as a payout. It is determined based on the Participant's realized trading profits, adjusted to reflect risk protections and any platform-specific constraints.

In calculating the Payout Balance, AceTrader considers the lower of (i) the total profit a Participant has earned and (ii) the portion of those profits that have been fully realized (i.e., from closed positions), minus the Safety Net amount. The available payout amount is further limited by the actual funds that are withdrawable from the third-party trading platform, after deducting any required margin or system reserves;

“Profit Targets” : means US\$3,000 realized profit in 5 (five) Trading Days;

“Prohibited Jurisdiction” : shall mean (i) the United States of America, the People's Republic of China, the Province of Ontario (Canada), Afghanistan, Belarus, Central African Republic, Congo, Democratic Republic of the Congo, Republic of the Cote D'Ivoire, Crimea region of Ukraine, Cuba, El Salvador, Eswatini, Gambia, Iran, Iraq, Liberia, Libya, Malawi, Mali, Moldova, Myanmar, Niger, North Korea, Palestinian Territory, Saint Vincent and the Grenadines, South Sudan, Sudan, Syria, Venezuela,, Yemen, Zambia, Zimbabwe; (ii) any state, country or other jurisdiction that is sanctioned and/or embargoed by the United States of America, the European Union and/or Switzerland; (iii) a jurisdiction where it would be illegal according to local law or regulation for you to access or use the Website; or (iv) where the provision or availability of the Website is prohibited or contrary to local law or regulation, or could subject Tealstreet to any local registration, regulatory or licensing requirements.

“Proscribed Address” : any blockchain address that appears in a list of addresses with which dealings are proscribed by the United Nations or another Government Agency or relevant authority under

Applicable Laws, or is part of a group of addresses that appears in such a list; and

without limiting the generality of this definition, an address stated on the United States of America Department of Treasury's Specially Designated Nationals list.

- “Proscribed Person”** : a person who appears to:
- (a) in a list of persons with whom dealings are proscribed by the United Nations or another Government Agency or a regulatory authority under Applicable Laws; or
 - (b) act on behalf, or for the benefit of, any person described in paragraph (a).
- “Safety Net”** : means the minimum reserve amount that must remain in a Participant's Payout Balance after a payout is made, in order to ensure continued compliance with AceTrader's risk management policies. The Safety Net is currently set at 800 USDC, and is designed to protect the Trading Fund account from breaching maximum drawdown or loss thresholds.
- Participants are not permitted to withdraw funds that would reduce the Payout Balance below the Safety Net threshold.
- “Trading Day”** : the day a User has trading activities on AceTrader, such as but not limited to open or close (in full or in part) a position or adding to an existing position. Merely holding an active position does NOT constitute a Trading Day. All trading activity is recorded and measured based on a 24-hour period set to Coordinated Universal Time (UTC+0).
- “Trading Fund Program”** : means a program operated by AceTrader through which Eligible Person, upon meeting all Eligibility Targets within the Paper Trading environment, may be allocated real funds by AceTrader to conduct real trading on approved third-party trading platforms. Participation in the Trading Fund Program is subject to continued compliance with the Trading Rules, KYC requirements, and any other criteria set by AceTrader. The allocated trading funds remain the sole property of AceTrader, and Eligible Participant act solely as the fund managers without any ownership rights over such funds.
- Eligible Participants may enjoy a share of the realized profits generated from real trading and may request a Payout, provided that they meet the applicable Payout Criteria and other conditions as set forth in these Terms of Use.
- “Trading Rules”** : means the mandatory rules that all Participants must strictly adhere to. A breach of any Trading Rules will result in immediate deactivation of the Trading Fund account, closure of all open positions, and suspension or forfeiture of any

pending Payouts.

The Trading Rules include, but are not limited to, the following:

- (a) **Maximum Loss Limit (MLL) Rule:** The MLL Rule imposes a strict risk ceiling on Trading Fund accounts by establishing a Maximum Loss Limit of 6% of the initial allocated Trading Fund (e.g., 600 USDC for a 10,000 USDC Trading Fund account). AceTrader continuously monitors the Participant's Intraday Account Value, which includes both realized and unrealized profits and losses. Additionally, the MLL operates on a trailing basis—the threshold may increase as the Participant's end-of-day wallet balance reaches new highs but will not decrease;
- (b) **Unlisted Coin Rule:** The Unlisted Coin Rule prohibits trading of tokens that are not expressly approved and listed by AceTrader. Engaging in any trading activity involving unlisted or unauthorized tokens will constitute a breach of this rule. This policy is designed to protect the integrity of the Trading Fund from exposure to suspicious or illiquid assets;

“Transactions” : means any simulated or real transactions involving the purchase, sale, subscription, trade, exchange, or other dealings in cryptocurrencies conducted via the AceTrader platform. This includes:

- (a) virtual trades executed as part of the paper trading environment using simulated funds; and
- (b) real trades executed by Eligible Participants who are allocated real funds by AceTrader for real trading on approved third-party trading platforms.

“Website” : means <https://beta.acetrader.com>

2. GENERAL TERMS AND CONDITIONS

- 2.1. The Agreement constitutes a single agreement and sets out the terms and conditions that apply to your use of AceTrader and your Account.
- 2.2. Your access and use of AceTrader are subject to our approval and discretion. Some Services may not be available to you depending on your country of residence and other factors. We may impose limitations on your use of AceTrader, including where there are limits on certain Transactions imposed on third parties.
- 2.3. In consideration for providing you the access to AceTrader in these Terms of Use, we may charge you a fee.
- 2.4. The Use of AceTrader is licensed, not sold to you, and you may use AceTrader only as

set forth in these Terms of Use which are your sole responsibility.

- 2.5. Your access to and use of AceTrader is subject to our Privacy Policy located at <https://beta.acetrader.com/privacy> ("**Privacy Policy**"). You consent to the collection, use and disclosure of your personally identifiable information in accordance with such Privacy Policy.
- 2.6. If you enter into or otherwise participate in the Trading Fund Program, you agree to be bound by the specific rules of the program in addition to these terms. Such specific rules shall be described on the Website. AceTrader reserves the right, for any reason whatsoever, to update or change the specific rules at any time.
- 2.7. You acknowledge that we are not a crypto wallet provider, exchange, broker, financial institution, or creditor.
- 2.8. You may only use AceTrader for your personal and non-commercial use. Any other use of AceTrader requires our prior written consent.
- 2.9. **Eligibility.** Access to AceTrader and participation in Trading Fund Program is intended for and extended only to a person or body corporate who satisfies the following ("**Eligible Person**"), and you hereby represent and warrant to us as follows:
 - a. you are at least eighteen (18) years' old, or the age of majority in your jurisdiction, whichever higher, and have the full right, power, and authority to enter into and comply with these Terms;
 - b. you are not:
 - (i) the subject of sanctions administered or enforced by the British Virgin Islands, Singapore, the European Union, any country in the European Union, the United Nations Security Council, the United States of America, the Office of Foreign Control, or any other country or governmental authority (including the Monetary Authority of Singapore);
 - (ii) a citizen of, located in, resident in, or organized under the laws of, any jurisdiction that has been designated as a high-risk jurisdiction subject to a call for action by international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force (as at the date of these Terms, these are the Democratic People's Republic of Korea, Iran and Myanmar);
 - (ii) a citizen of, located in, resident in, or organized under the laws of any of the Prohibited Jurisdictions.
 - (iv) a foreign or domestic politically exposed person (i.e. in relation to politically exposed persons, means individuals who are or have been entrusted with prominent public functions by a country, for example heads of state or heads of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials); and
 - c. your access to AceTrader and participation in the Trading Fund Program will fully comply with all Applicable Laws.
 - d. you are not permitted to access AceTrader and/or participate in the Trading Fund Program if you are not an Eligible Person or are acting on behalf of a person who is not an Eligible Person and must disconnect your Wallet and any linked accounts, cease usage of and exit AceTrader immediately.
- 2.10. **Prohibited Activities.** You hereby agree to comply with the same standard and not engage

in activities which constitute market misconduct under applicable laws including, but not limited to, the following:

- a. insider dealing;
- b. false trading;
- c. price rigging;
- d. disclosure of information about prohibited transactions;
- e. disclosure of false or misleading information inducing Transactions; and
- f. market manipulation.

If AceTrader notes or suspects any market misconduct, you understand your Account(s) may be suspended and/or terminated and the relevant activities may be reported to the relevant governance authorities.

2.11. In connection with your use of AceTrader, you shall not:

- a. violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are or are required to be a member through your use of AceTrader;
- b. provide false, inaccurate, incomplete or misleading information;
- c. infringe upon our or any third party's copyright, patent, trademark, or intellectual property rights;
- d. engage in any illegal activity, including without limitation illegal gambling, money laundering, fraud, blackmail, extortion, ransomware, the financing of terrorism, other violent activities or any prohibited market practices;
- e. distribute unsolicited or unauthorized advertising or promotional materials, written media releases, public announcements and public disclosures, junk mails, spam or chain letters;
- f. use a web crawler or similar technique to access AceTrader or to extract data;
- g. reverse engineer or disassemble any aspect of AceTrader, the API (if any), the App or in an effort to access any source code, underlying ideas and concepts and algorithms;
- h. take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data or information;
- i. transmit or upload any material to us that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
- j. otherwise attempt to gain unauthorized access to or use of AceTrader, the API, other AceTrader Accounts, computer systems or networks connected to AceTrader;
- k. engage in any other activity which, in our reasonable opinion, engage in any behavior which is unlawful, violates this Terms of Use or any other terms of the Agreement, or is otherwise deemed unacceptable by us in its sole discretion.

3. ACCOUNT

- 3.1. Establishing an Account for AceTrader. In order to provide Services to you, you are required to open an Account by connecting your wallet to AceTrader. You may also require to link your account with your email address and/or from an external service such as X, Discord, Meta, Google, etc.
- 3.2. We have the sole discretion as to the opening, operation and closure of the Account. We may, at any time, without liability:
- a. vary, suspend or close your Account;
 - b. specify or vary the scope of Services able to be transacted through your Account;
 - c. prescribe the types of tokens supported in respect of your Account;
 - d. set or vary any limit regarding the Account or Services; and/or restrict or impose conditions or limits on the Account.
- 3.3. Any Account is established and maintained by us for the sole purpose of providing the Services. In no circumstances should any Account be interpreted as a banking service, or a stored value facility, of any kind.
- 3.4. Account Suspension & Closure. We may, in our sole discretion, without liability to you or any third party, refuse to let you open an Account, suspend your Account(s), terminate your Account(s), consolidate Accounts, or refuse you to use one or more of the Services, or participate in the Trading Fund program, if:
- a. you do not provide additional information to verify your identity or eligibility to use AceTrader or participate in Trading Fund Program as requested by us;
 - b. we detect inactivity of your Account,
 - c. your failure to respond to customer support requests in timely manner,
 - d. receive a court injunction or administrative order which mandate us to do so,
 - e. detect your violation of the Agreement,
 - f. we reasonably determine that any information you have provided to us is wrong, untruthful, outdated or incomplete.
 - g. come across any technical problem that causes system outage or Account errors.
- 3.5. You may not close an Account if we determine, in our sole discretion, that such closure is being performed in an effort to evade a legal or regulatory investigation or avoid paying any amounts otherwise due to AceTrader.
- 3.6. In the event that you or AceTrader terminates these Terms of Use or your access to AceTrader, or deactivates or cancels your Account, you remain liable for all activity conducted with or in connection with your Account while it was open.

4. TRADING FUND PROGRAM

- 4.1. Eligibility. You are eligible to participate in the Trading Fund Program ("**Eligible Participant**") only if:
- a. You are an Eligible Person under these Terms of Use;

- b. You met the Eligibility Targets;
 - c. You have successfully completed and passed our KYC verification; and
 - d. You satisfy any other requirements or criteria as specified on the Website from time to time.
- 4.2. KYC. Eligible Participants must complete our KYC verification as required by us, and we may request additional information or documentation from time to time to satisfy ongoing KYC obligations. You must promptly provide any information we request for this purpose. If you fail to provide such information within the time specified, AceTrader may, in its sole discretion, suspend or withdraw your eligibility to participate in the Trading Fund Program and/or restrict, suspend, or terminate any activities in your Account without prior notice. AceTrader further reserves the right to withhold, delay, or permanently forfeit any Payout to you, in whole or in part, if you have not completed, or have failed to comply with, any KYC requirements to our satisfaction.
- 4.3. AceTrader will allocate and connect real funds (the “**Trading Fund**”) to Eligible Participants for trading on approved, specific third-party trading platforms. For the avoidance of doubt, AceTrader shall retain sole ownership of the Trading Fund at all times. Eligible Participants are granted a limited, revocable mandate to manage the trading of the Trading Fund on behalf of AceTrader, strictly in accordance with these Terms of Use. Such mandate does not constitute, and shall not be construed as, any transfer, assignment, or conveyance of ownership rights in the Trading Fund to any Eligible Participant.
- 4.4. Eligible Participants must comply with the Trading Rules at all times when participating in the Trading Fund Program. We may amend, supplement, or replace the Trading Rules at our sole discretion, and any such changes will take effect immediately upon publication on AceTrader website or platform. The latest version of the Trading Rules shall prevail over any prior versions. Your continued participation in trading activities after any changes are posted constitutes your acceptance of the updated Trading Rules.
- 4.5. Payout. Eligible Participants are eligible to request for Payouts if:
- a. They met the Payout Criteria;
 - b. They comply with the Trading Rules;
 - c. There is a positive Payout Balance in their account
 - d. Payout Balance is greater than or equal to the Minimum Payout Amount
 - e. They have complied with all KYC requirements;

5. **THIRD-PARTY SERVICES TERMS**

- 5.1. By providing Services to you, AceTrader may involve other third parties (“**Third-Party Service Provider(s)**”, and such Services “**Third-Party Services**”) to make certain functions or information available to you and/or otherwise to effect the Services, on terms we consider appropriate.
- 5.2. You acknowledge and agree that we:
- a. may engage Third-Party Service Providers, such as exchanges, brokers and custodians, at our discretion in order to provide the Third-Party Services from time to time;

- b. may be unable to provide a Third-Party Service if the Services of appropriate Third-Party Service Providers are not available on commercially reasonable terms;
 - c. may change any Third-Party Service Provider at any time with/without notice to you; and
 - d. are not liable for the acts, omissions or unavailability or any loss sustained in connection with the use of such Third-Party Service Providers, provided that we exercise reasonable care in their selection.
- 5.3. You agree that you have read, understood and accepted the terms provided by the Third-Party Service Providers on their website, together with any additional documents or terms referred to in those terms. You agree that your use of such Third-Party Services Provided may be subject to the terms and conditions imposed by relevant Third-Party Service Providers from time to time.
- 5.4. You understand that the information provided in this Section of Third-Party Services Terms, as well as the relevant information of Third-Party Services on AceTrader, are for reference to help you understand the functions of such Services only, should there be any discrepancy between this AceTrader Third Party Services Terms and the terms provided by the Third-Party Service Providers, the latter shall prevail.
- 5.5. You represent that you have sufficient knowledge to make your own evaluation of the authenticity, legitimacy and validity of relevant Third-Party Services, and have carefully investigated their feasibility, risk and legality. Whether to engage any Third- Party Service Providers in a certain Transaction is solely at your own discretion and not subject to any influence from AceTrader.
- 5.6. Eligible Participant of the Trading Fund Program shall trade with the Trading Fund assigned by AceTrader via the following Third Party Service Providers:

Name of the Provider	The Provided Service	Official Terms of Use
Tealstreet	Trading Terminal	https://www.tealstreet.io/terms-of-service
Hyperliquid	Trading Platform	https://app.hyperliquid.xyz/terms

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. License. Subject to your complete and ongoing compliance with these Terms, We hereby grant you a revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right and license to: (i) download, access and use the Website on any device that you own or control; and (ii) access and use all other portions of the Website, in each case, solely for your personal use. Any third-party code that may be incorporated into the Website is covered by the applicable open source or third party license, if applicable.
- 6.2. Content. The content that we provide to you on or through the Website are protected by copyright or other intellectual property rights owned by us or its third party licensors (collectively, the “**Content**”). You may not copy, reproduce, make available online or transmit, publish, adapt, distribute, transmit, broadcast, display, sell, license, or

otherwise exploit any of the Content without written permission from us or its third party licensors. These Terms do not transfer to you any of our or the third party's intellectual property rights, and all rights, titles and interests in and to such property will remain (as between the parties) solely with us. Moreover, we solely own all design rights, databases and compilation and other intellectual property rights in and to the Website, in each case whether registered or unregistered, and any related goodwill.

- 6.3. Marks. Any trademarks, Use marks, and logos used and displayed on the Website are AceTrader's registered and/or unregistered trademarks or Use marks. Any other product and use names located on any part of the Website may be trademarks or Use marks owned by third parties (collectively the "**Trademarks**"). Except as otherwise permitted by law, you may not use the Trademarks to disparage us or the applicable third party, our or a third party's products or uses, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from any website without our prior express written consent. All goodwill generated from the use of any AceTrader's Trademark will inure solely to our benefit.
- 6.4. Reservation of Rights. We hereby reserve all rights not expressly granted to you in this Section. Accordingly, nothing in this Terms or on the Website will be construed as granting to you, by implication, estoppel or otherwise, any additional license rights in and to the Website or any Content or Trademarks located or displayed therein.

7. FEES AND TAXES

- 7.1. You must pay your own fees, costs, charges, expenses, and commissions, including any network or blockchain-related costs and all applicable taxes, levies, and duties imposed by relevant government agencies (including, without limitation, goods and services tax, consumption tax, value-added tax, stamp duties, or similar taxes).
- 7.2. If any such taxes are payable in connection with your payments to AceTrader, you must, at the same time, pay AceTrader an additional amount equal to the tax payable so that AceTrader receives the full amount it would have received had no tax been required. You authorize AceTrader to deduct all such fees, costs, charges, expenses, commissions, and applicable taxes from your Account as they become due.
- 7.3. AceTrader may, without disclosure to you, solicit, accept, and retain for its own benefit any rebate, brokerage, commission, fee, benefit, discount, or other advantage from any person arising from any transaction effected by AceTrader.
- 7.4. Fee rates may change from time to time, and you are responsible for checking the applicable page on our Website for the latest details.
- 7.5. If you are required by law to deduct or withhold any tax from a payment to AceTrader, you must:
- a. Increase the payment so that AceTrader receives the same amount it would have received without the deduction;
 - b. Pay the withheld tax to the relevant government agency in accordance with applicable laws; and
 - c. Provide AceTrader with evidence of such payment.

8. INDEMNITY AND EXCLUSION OF LIABILITY

- 8.1. You hereby agree to fully indemnify AceTrader, our directors, officers, employees, nominees, Affiliates, agents, joint venturers, and service providers, and keep all such persons indemnified all Losses, which we may suffer in connection with carrying out of our obligations or Services, or exercising of rights, powers or discretions under, or in connection with the Agreement except to the extent that such losses arise directly as a result of our gross negligence, fraud, or willful default.
- 8.2. If you have a dispute with one or more Users or third parties, you release AceTrader (and our Affiliates and service providers, and each of their officers, directors, agents, joint ventures, employees, and representatives) from any and all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. If you have a dispute with anyone other than AceTrader, you release us from liability associated with that dispute.
- 8.3. You acknowledge and agree that all trading decisions are made solely by you. AceTrader shall not be responsible for any decision made by you, or for any fees or costs payable in connection with your decisions.
- 8.4. AceTrader will not be liable for any loss that is caused by any malfunction of a third party application programming interface client or other related interactions with any Third-Party Service Provider(s). Moreover, none of our nominees or Affiliates shall be held responsible for any consequences resulting whether directly or indirectly from any events not within their control including without limitation restrictions by Government Agencies, impositions of emergency procedures, exchange rulings, third party conduct, suspensions of trading adverse market conditions, or force majeure events, including wars, strikes, civil disorder, acts or threatened acts of terrorism, natural disasters, or any other circumstances beyond their control whatsoever.
- 8.5. AceTrader shall not be responsible for, does not endorse, and makes no representation or warranty in connection with, any hyperlinked internet sites on the Website, other internet sites to which you may be referred or any third party content displayed on the Website. Such internet sites may contain information that has not been devised, verified or tested by AceTrader. AceTrader neither endorses the accuracy or completeness of such information, nor guarantees that such information, or the provision of any hyperlinks to you, do not infringe third party rights. AceTrader shall not be responsible for any Loss incurred by you in connection with those sites.

9. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS

- 9.1. You hereby warrant, represent and undertakes to AceTrader that:
 - a. you are entering into the Agreement as principal and are not trading on behalf of any other person;
 - b. the information provided by you to AceTrader is and shall remain at all times true, accurate and complete in all respects;
 - c. you have not withheld any information that might have caused AceTrader not to enter into the Agreement with you;
 - d. these Terms of Use constitutes a valid and legally binding agreement between AceTrader and you enforceable in accordance with its terms;
 - e. you are solely and wholly responsible for the security of your Wallet(s);

- f. you are not a citizen, resident of, or located in, the list of Prohibited Jurisdiction;
- g. you have passed all compliance checks by us;

9.2. You further undertake that:

- a. you will notify us in writing of any change in the information mentioned in section 9.1 above;
- b. you shall immediately notify us if there is any change relating to your qualification status to use AceTrader;
- c. you shall not interfere with the operation of AceTrader or the use of AceTrader by other Users by technical or any other means;
- d. without our prior written consent, you shall not use any automated means or interface not provided by us to access AceTrader or extract data on AceTrader;
- e. you shall not develop any third-party applications that interact or interfere with AceTrader without our prior written consent;
- f. you shall not use or attempt to use the Accounts of other User without their authority;
- g. without the prior written consent of AceTrader, you shall not grant, lend, lease, transfer, dispose, or provide access to your Account to others by any other means;
- h. you shall not defame our goodwill or reputation;
- i. you shall not encourage or induce any third party to engage in any of the activities prohibited under the Agreement; and
- j. you shall comply at all times with all of the terms and conditions as set forth in these Terms of Use.

10. LIMITATION OF LIABILITIES

- 10.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT AceTrader AND OUR AFFILIATES AND SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND REPRESENTATIVES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF AceTrader HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE AceTrader; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM AceTrader; (III) UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO AceTrader.
- 10.2. AceTrader shall not be liable for “exemplary damages” (often called punitive damages) or other indirect Losses.

- 10.3. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations set forth above may not apply to you. If you are dissatisfied with any portion of AceTrader or with these Terms of Use, your sole and exclusive remedy is to discontinue use of AceTrader and close your Account.
- 10.4. AceTrader ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED. AceTrader, OUR AFFILIATES, AND OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. AceTrader MAKES NO WARRANTY THAT (I) AceTrader WILL MEET YOUR REQUIREMENTS, (II) AceTrader WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) AceTrader WILL BE AVAILABLE OR PERMISSIBLE IN ALL JURISDICTIONS, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS.
- 10.5. You acknowledge and are aware that cryptocurrencies are extremely fluctuant and risky, and significant losses may occur even with low leverage multiples.
- 10.6. AceTrader will not provide and imply any investment advice in any form. You shall conduct independent research and make your own investment decisions using the information available on AceTrader.
- 10.7. AceTrader reserves the right of final interpretation of matters not mentioned herein within the scope of law and is subject to change without notice.

11. TERMINATION

- 11.1. Term. As between you and us, this Term of Use commences as of your first use of the Website and continues until the termination of this Term of Use by either you or us.
- 11.2. Termination. You may terminate this Terms by sending written notification to us at support@acetrader.com. We reserve the right, in its sole discretion, to restrict, suspend or terminate this Terms and your access to all or any part of the Website at any time without prior notice or liability if you breach any provision of this Terms or violate the rights of any third party copyright owner. We may further terminate this Terms immediately for any other reason with or without notice to you. We reserve the right to change, suspend or discontinue all or any part of the Website at any time without prior notice or liability.
- 11.3. Survival. Sections 1.1, 1.3, 1.8, 1.9, 1.10, 1.11, 1.12, 2.1, 2.7, 2.8, 2.9, 2.10, 2.11, 3.2, 3.3, 3.4, 3.6, 4.2, 4.3, 4.4, 4.5, 5, 6, 7, 8, 9, 10, 12, and all defined terms used therein will survive the termination of this Terms indefinitely.

12. OTHER RESTRICTIONS

- 12.1. You must not do or attempt to do any of the following, or use the Website to do any of the following:
- a. use the Website in any manner that could damage, disable, overburden or impair any service provided or function of the Website or interfere with any other party's use or enjoyment of the Website;

- b. gain unauthorised access to the Website, other accounts, computer systems or networks connected to the Website through hacking, password mining or any other means;
- c. obtain or attempt to obtain any materials, content or data through any means not intentionally made available through the Website;
- d. manipulate any content on the Website by way of hacking, backdoor code insertion, or any other means;
- e. decompile, reverse engineer or disassemble the Website;
- f. infringe or misappropriate AceTrader and its Affiliates' Intellectual Property Rights or the Intellectual Property Rights of any person;
- g. use the Website in any manner that could negatively affect or is prejudicial to AceTrader's reputation; and/or
- h. use the Website in any manner or for any purpose that is unlawful or prohibited by these Terms or any other notices and conditions that AceTrader and/or its Affiliates may issue from time to time.