

## Terms & Conditions

### Description

# Terms of Service

These Terms of Service is a legal and binding contract between Tealstreet LTD, an Exempted Company registered in the Cayman Islands with Limited Liability its successors and assigns (hereinafter “ Tealstreet “ , “ our “ , “ us “ or “ we “ ), and the party or parties (the “ User “ , “ you “ or “ your “ ) accessing and/or using the Services.

The Terms of Service, together with all other agreements, acknowledgments and authorizations by User in connection with the registration or maintenance of an account with Tealstreet and the use of the Services, including but not limited to the User Declaration, Risk Warning, API License Agreement and the Privacy Policy, which are found on our Website (together the “ Terms “ ) represent the terms with which Tealstreet will provide the Services to the User. The Terms set out the respective rights and obligations of both parties in connection with the Services and both parties will accept and be bound by these terms on acceptance of the terms and conditions contained herein. User agrees that the following rights and obligations will govern the relationship between Tealstreet and the User.

PLEASE READ THE TERMS CAREFULLY AS THEY GOVERN YOUR RELATIONSHIP WITH TEALSTREET. IF YOU DISAGREE WITH ANY PART OF THE TERMS THEN YOU SHALL NOT ACCESS ANY SERVICES AND PRODUCTS OFFERED BY OR THROUGH TEALSTREET. THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

BY REGISTERING AND/OR MAINTAINING AN ACCOUNT AND/OR ACCESSING AND/OR USING OUR SERVICES AND/OR BETA SOFTWARE YOU ACKNOWLEDGE THAT (I) YOU HAVE READ AND UNDERSTAND YOUR OBLIGATIONS AND RIGHTS UNDER THE TERMS AND AGREE AND ACKNOWLEDGE THAT THIS TERMS OF SERVICE, THE USER DECLARATION , THE RISK WARNING , THE API LICENSE AGREEMENT , AND THE PRIVACY POLICY WILL COMPRISE THE FULL TERMS AND CONDITIONS OF YOUR RELATIONSHIP WITH TEALSTREET; (II) YOU AGREE THAT YOU ARE FULLY RESPONSIBLE FOR MAKING ALL DECISIONS AS TO TRANSACTIONS EFFECTED FOR YOUR ACCOUNT; (III) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRADING IN DIGITAL ASSETS AND DIGITAL ASSET DERIVATIVES; (IV) YOU ASSUME ALL RISKS RELATED TO THE USE OF YOUR ACCOUNT AND TRADING IN DIGITAL ASSETS AND DIGITAL ASSET DERIVATIVES; (V) YOU ARE AWARE AND ASSUME ALL THE RISKS RELATED TO THE USE OF DIGITAL ASSET EXCHANGES (VI) TEALSTREET SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES; AND (VI) YOU DECLARE THAT YOU HAVE CONSIDERED THE FOREGOING FACTORS AND YOU ARE WILLING AND ABLE TO ASSUME THE SUBSTANTIAL RISKS OF TRADING IN DIGITAL ASSETS AND DIGITAL ASSET DERIVATIVES IN DIGITAL ASSET EXCHANGES AND THE USE OF TRADING SOFTWARES.

IT IS YOUR RESPONSIBILITY TO FIND OUT ALL NECESSARY INFORMATION ABOUT DIGITAL ASSET EXCHANGES, TRADING SOFTWARES, TRADING IN DIGITAL ASSETS AND DIGITAL ASSET DERIVATIVES AND THE TERMS AND MAKE SURE THAT ALL RISKS AND ARRANGEMENTS ARE DISCUSSED AND CLEARLY UNDERSTOOD PRIOR TO ANY TRADING ACTIVITY OR USE OF THE SERVICES.

## 1.1. Definitions

“ Account ” shall mean the Account opened by Tealstreet for the User which provides access to the Services.

“ Content ” shall mean any information or documents or images on the Website, and its related sites and mobile applications, data available through any APIs, and any information, documents or images on Tealstreet accounts in any third-party social media platforms, including but not limited to Twitter, Instagram, Telegram, Facebook, Discord, Github, Medium, YouTube, and Reddit.

“ Digital Asset Derivatives ” shall mean contracts between two or more parties whose value is based on an underlying Digital Asset. Digital Asset Derivatives include but are not limited to Options, Perpetual Swaps, Futures, and other instruments such as forwards, and contracts for difference.

“ Digital Asset Exchange ” shall mean the digital asset exchanges and digital assets trading platforms operated by third-parties which are accessible through the Trading Terminal.

“ Digital Assets ” shall mean encrypted currencies or digital assets or digital tokens or Digital currencies or cryptocurrencies which are based on distributed ledger technology and can be digitally traded, or transferred. For the avoidance of doubt, Bitcoin and Ether are Digital Assets.

“ Disqualified Person ” means (a) any person or body corporate seeking to access the Website from within a Prohibited Jurisdiction; (b) any natural person who is a citizen of, domiciled in, or resident of, a Prohibited Jurisdiction; (c) any body corporate that is incorporated in, domiciled in, or organised in, a Prohibited Jurisdiction; (d) any person or body corporate, or any person or body corporate that has been involved in a transaction with a person who is, on any trade or economic sanctions lists from the United States, the United Nations, the European Union or Switzerland, including, but not limited to, the UN Security Council Sanctions list, designated as a “Specially Designated National” by OFAC (Office of Foreign Assets Control of the U.S. Treasury Department) or placed on the U.S. Commerce Department’s “Denied Persons List”; and/or (e) any person who has not yet reached eighteen (18) years of age.

“ External Exchange Account ” shall mean an account maintained by a User in a Digital Asset Exchange which is connected to the User Account.

“ Intellectual Property Rights ” shall include, but not limited to, any registered or unregistered patents, database rights, data protection rights, trademarks, trade secrets, trade names, corporate names, service marks, tag lines and descriptors, domain names, design, structure, layouts, graphical images,

typography, color palettes, and copyrightable works, including but not limited to software applications, underlying source code, stationery, signage, promotional items, advertising and marketing materials, press releases, photographs, forms, and electronic media.

“ Prohibited Activities ” shall mean the activities listed in Section 5.3. of these Terms of Service.

“ 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.

“ Services ” shall mean all the services provided by Tealstreet, as described in Section 6 herein.

“ Trading Terminal ” shall mean Tealstreet’s trading software which allows Users to connect with Digital Asset Exchanges via an External Exchange Account and place orders for buying and selling Digital Assets and Digital Asset Derivatives in such Digital Asset Exchanges, as further described in Section 6.2.

“ U.S. ” or “ US ” or “ United States ” shall mean all states of the United States of America, the District of Columbia; the Commonwealth of Puerto Rico; the U.S. Virgin Islands; Guam; the Commonwealth of the Northern Mariana Islands; and all other territories and possessions of the United States of America.

“ US Person ” shall mean (i) a U.S. citizen; (ii) a U.S. lawful permanent resident; (iii) a protected individual under section 1324b(a)(3) of the U.S. Immigration and Nationality Act, or individual who holds a passport issued by the United States Government; (iv) a corporation, company, partnership, or other legal entity established or organized in or under the Laws of the United States; (v) an individual, a corporation, company, partnership, or other legal entity which engages in a trade or business in the United States and generates income from sources within the United States connected with the conduct of that trade or business; (vi) any estate of a decedent who was a U.S. citizen or a U.S. lawful permanent resident; or a protected individual under section 1324b(a)(3) of the U.S. Immigration and Nationality Act; (vii) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust, and/or one or more US Persons have the authority to control all substantial decisions of the trust, and/or one or US Persons are designated as settlors, trustees, protectors or beneficiaries; (viii) any Person organized or incorporated outside the United States and the Territory or Insular Possession of the United States in which any of the foregoing, whether singularly or in the aggregate, directly or indirectly holds a 50 percent or greater equity interest by votes or value, holds a majority of seats or memberships on the board of directors of the entity, or authorizes, establishes, directs, or otherwise controls the actions, policies, personnel decisions, or day-to-day operations of the Person; or (ix) any person who is subject to taxes in the US.

“ User “, “ you “, or “ your “ shall mean the party (or parties) who have agreed to be bound by the Terms.

“ User Content ” shall mean any content, feedback, suggestions, ideas, or other information or materials about Tealstreet, or the Services, that you provide to Tealstreet through the Website, the Services, or any other means including but not limited to blogs, message boards, forums and APIs (whether or not submitted through a third party).

“ Website ” shall mean <https://tealstreet.io> any subdomains, related domains, mobile applications, and all their downloadable material and e-mails.

“ Tealstreet ” shall, where the context so permits or requires, mean Tealstreet LTD, or its subsidiaries and affiliates and their successors and assigns.

## **1.2. Construction. In these Terms, unless the context otherwise requires**

1. words importing the singular include the plural and vice versa;
2. words importing a gender include both gender and the neuter;
3. words importing persons include companies, associations and bodies of persons whether corporate or not;
4. the words: “may” shall be construed as permissive; “shall” or “will” shall be construed as imperative;
5. the term “include” or “includes” means includes, without limitation, and “including” means including, without limitation;
6. the terms “hereof”, “herein” and “hereunder” refer to the Terms as a whole and not to any particular provision of the Terms; and
7. the headings contained in these Terms are for reference purposes only, and shall not affect in any way the meaning or interpretation of the Terms.

## **2. AMENDMENT**

Tealstreet reserves the right, at its sole discretion, to modify or replace these Terms at any time, with or without notice to the User. Any such modification will be effective immediately upon public posting. Your continued use of our Services following any such modification constitutes your acceptance of these modified Terms. If you do not agree to any modification to these Terms, you must stop using the Services. Tealstreet encourages you to frequently review the Terms to ensure you understand the terms and conditions that apply to your , access to, and use of, the Service.

Tealstreet does not provide financial advice, investment management, currency exchange, Digital Asset exchange, or any consulting or advisory services. Tealstreet is not a Digital Asset Exchange, Bank, Investment Manager, Broker, Dealer, or any other Financial Institution or intermediary for the

exchange of Digital Assets or Digital Asset Derivatives and does not provide financial services. Tealstreet is a software as a service provider that enables a platform for Users to interact with Digital Asset Exchanges. Your access or use of the Services is at your sole risk, and you are solely responsible for any losses, damages or costs resulting from using or accessing the Services. The Services do not constitute investment advice or any marketing, or promotion or offer of any product or investment to you or any third party. The Services are provided on an “AS IS” and “AS AVAILABLE” basis. The Services are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. Tealstreet shall in no event be held liable for any loss or other damages, including but not limited to special, incidental, consequential, or other damages. Without limiting the foregoing, Tealstreet does not represent or warrant that the Services are accurate, complete, reliable, current or error-free, or free of viruses or other harmful components. By accessing and/or using our Services, you agree that Tealstreet shall not have any liability, contingent or otherwise, to you or to any third parties, for the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of the Services or for delays or omissions of the Services, or for the failure of any connection or communication service to provide or maintain your access to the Services, or for any interruption in or disruption of your access or any erroneous communications between Tealstreet and you, regardless of cause.

1. You understand, acknowledge and agree that the method of communication between Tealstreet and you shall be electronically via email. We will use the email address registered on your account as our means of communicating with you. You agree to keep your email address up-to-date, check your email frequently and immediately notify us if there are any changes.
2. You understand, acknowledge and agree that delivery of any communication to the email address registered in your account is considered valid, and will be deemed to have been acknowledged as authorized, correct, approved, and confirmed by you unless we have received written notice to the contrary within three (3) business days from the date the communication was sent. If any email communication is returned as undeliverable, Tealstreet retains the right to block your access to your Account until you provide and confirm a new and valid email address.
3. You understand, acknowledge and agree that Tealstreet shall not be responsible to you for information obtained through non-official channels of Tealstreet. If you have any questions or concerns related to the truthfulness of information sent in the name of Tealstreet, please contact us immediately.
4. You understand, acknowledge and agree that it is a violation of these Terms to make any misstatement of a material fact to Tealstreet, or the Tealstreet Entities.

By accessing and/or using the Services, you represent and warrant that:

1. you are at least 18 years old or of legal age to form a binding contract under applicable law, are an individual, legal person or other organization with full legal capacity and authority to enter into these Terms;
2. if you are entering into these Terms on behalf of a legal entity of which you are an employee or agent, you have all necessary rights and authority to bind such legal entity, and (i) you are legally permitted to use the Services in your jurisdiction, and (ii) you are legally permitted to own cryptocurrencies in your jurisdiction;
3. you are responsible for ensuring compliance with the laws of your jurisdiction and acknowledge that Tealstreet is not liable for your compliance with such laws;
4. your use of the Services does not constitute a breach of the laws of your jurisdiction;
5. you understand the inherent risks associated with Digital Assets, Digital Asset Exchanges, and trading Digital Assets, and Digital Asset Derivatives;
6. you have a working understanding of the usage of Digital Asset Exchanges, Digital Assets, smart contract based tokens, and blockchain-based software systems;
7. you have sufficient investment knowledge and experience and the capacity to take risks arising from trading in Digital Assets, and Digital Asset Derivatives;
8. you have knowledge and experience in highly volatile markets;
9. you trade with funds you can afford to lose, and have a high-risk tolerance;
10. you will not carry out any activity that (i) involves proceeds from any illegal or unlawful activity (including money laundering or terrorism financing); or (iii) violates, or could violate, any applicable law;
11. you will not be involved or initiate any form of market manipulation;
12. you will not use, or misuse, the Services in any way which may impair the functionality of the Services, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Trading Terminal;
13. you will not transmit or input into the Website any files that may damage any other person's computing devices or software; content that may be offensive; or material or data in violation of any law;
14. you own and have full control of your External Exchange Account;
15. you are the legal owner (or an authorized agent of the legal owner) of the funds you deposit to your External Exchange Account, and that these funds are derived from a legitimate source;
16. you will not use any method or services to mask your internet protocol address or your internet traffic or current location or real internet connection, including but not limited to virtual private networks, proxy servers, Tor browser;
17. you are not a national and/or resident of a Prohibited Jurisdiction;
18. you are not by reason of your nationality, domicile, citizenship, residence or otherwise subject to the laws of a Prohibited Jurisdiction;
19. you are not a US Person; and
20. you are not a Disqualified Person.

**6.1. Services. Subject to your compliance with the Terms, your Tealstreet Account provides access to the following Services, unless otherwise noted:**

1. The Website;
2. the Trading Terminal;
3. and
4. any other service provided by Tealstreet from time to time.

**6.2. Trading Terminal.**

The Trading Terminal is an online software which allows users to interact with Digital Asset Exchanges and place buy and sell orders for Digital Assets and Digital Asset Derivatives. Tealstreet does not provide Digital Asset exchange, custody, or brokerage services, and does not own and has no control over the Digital Asset Exchanges, and therefore, Tealstreet has no control over the trades conducted through the Trading Terminal, and Tealstreet does not receive, transfer or hold Digital Assets on behalf of Users and does not directly or indirectly facilitate the clearance or settlement of any Digital Asset trades or transactions. In order to use the Trading Terminal, the User shall have an active External Exchange Account with the relevant Digital Asset Exchange.

**6.3. Margin Trading.**

Digital Asset Exchanges available through the Trading Terminal may provide Users the ability to borrow funds for trading Digital Assets and Digital Asset Derivatives ("Margin Trading"). Margin Trading carries significant risk, as it could result in infinite losses. Therefore, The Digital Asset Exchanges may require the User to deposit a collateral ("Margin") in his External Exchange Account, and minimum amount of funds as Margin to maintain a Margin Trading position ("Minimum Margin Requirement"). Margin Trading may work to your advantage or disadvantage, which may result in major gains but also major losses, and you may lose your Margin or your positions be liquidated due to market fluctuations. By using the Trading Terminal to conduct Margin Trading, you acknowledge and agree that:

1. the provision of financing for Margin Trading is provided by the Digital Asset Exchange at its absolute discretion;
2. Tealstreet does not have discretion on the availability of Margin Trading, the Minimum Margin Requirements, or the forced-liquidation of your positions, and therefore, we shall assume no liability or damage caused by your use of Margin Trading through the Trading Terminal;
3. you have read and understood all the terms and conditions of Margin Trading from the relevant Digital Asset Exchange;
4. failure to meet Minimum Margin Requirements may result in the liquidation of any open positions with a resultant loss at the absolute discretion of the Digital Asset Exchange; and
5. Digital Asset Exchanges may establish rules and policies for the provision of Margin Trading, including but not limited to minimum account size, investment time period, commissions and fees, leverage size per trade, mark ups, rules relating to stop losses and limits, rules relating to

rollovers, rules relating to margin calls, or any other financial arrangement, and that Tealstreet has absolutely no discretion over such rules and provisions.

#### **6.4. Fees and Commissions.**

Tealstreet does not currently charge any fees or commissions to users for registering an Account and/or accessing and/or using our Services. However, the User acknowledges, accepts and agrees that Tealstreet reserves the right to charge fees and commissions at any time, in its absolute discretion. The User acknowledges, accepts and agrees that Digital Asset Exchanges may charge fees for conducting trades in such Digital Asset Exchanges through the Trading Terminal. The User further acknowledges, accepts and agrees that Tealstreet may receive a fee or commission arising from the fees and commissions charged by Digital Asset Exchanges to the User.

#### **6.5. No Investment Services.**

Tealstreet does not provide Securities or Digital Asset exchange, Securities or Digital Asset brokerage, asset management, custody services, portfolio management, personalised investment recommendations or advisory services to Users within the scope of the Services. Any information provided by Tealstreet to the Users with regards to the Services or Digital Assets should not be considered as advice of any kind.

#### **6.6. Tealstreet's right to pause, stop or block.**

Tealstreet reserves the right to pause, stop or block any User from accessing and/or using the Services at any time upon its sole discretion. Tealstreet shall not be obliged to give reasons for such a decision, and shall not be liable for any outcome arising from exercising such rights.

#### **6.7. No Complaints.**

Tealstreet will not accept any complaints nor compensation requests for the performance or the services provided by Digital Asset Exchanges.

### **7.1. Identity Verification.**

When you use or access the Services or register an Account, we may ask for your name, physical address, mailing address, date of birth, and other information, and documents that will allow us to identify you. When you register and maintain an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your Account. You also acknowledge, accept and agree to provide us, when registering an Account or as requested on an ongoing basis, with any additional



information for the purposes of identity verification and the detection and prevention of money laundering, terrorist financing, fraud, or any other financial crime, including without limitation, a copy of your government-issued photo ID, a photograph of you holding your government-issued photo ID, a video-verification of you holding your government-issued photo ID, evidence of your residential address (such as a utility bill), evidence of the source of funds, evidence of the source of wealth, and evidence of your good character. You authorize us to keep a record of such information and to make the inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and others against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to regulatory or enforcement agencies.

## **7.2. Security of your Account.**

You are exclusively responsible for maintaining the confidentiality and security of the credentials for accessing your Account or devices you use to access and/or use the Services, and for ensuring that no unauthorized person has access to your Account, or any device that you utilize in connection with the Services. We shall not be liable for any loss or damage arising from your failure to protect your Account.

## **7.3. Prohibited Activities.**

In connection with your access and/or use of the Account or the Services, you shall not:

1. use the Services for resale or commercial purposes, including transactions on behalf of other persons or entities;
2. 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 access and/or use of the Services;
3. engage in any trading activity which, in our sole discretion, amounts to or may amount to market abuse including without limitation pumping and dumping, entering fictitious transactions or wash trading, front running, bear raiding or engaging in disorderly market conduct;
4. enter into non-competitive transactions on the Trading Terminal for the purpose of assisting another person to engage in transactions that are in violation of the Terms or any applicable laws or regulations;
5. engage in any trading, practice, or conduct on the Trading Terminal that is commonly known as "spoofing" (bidding or offering with the intent to cancel the bid or offer before execution).
6. engage in any money laundering, terrorism financing or fraudulent activity;
7. infringe upon our Intellectual Property Rights or any third party's copyright, patent, trademark, or other intellectual property rights;
8. 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;
9. transmit or upload any material to the Website and/or through the Services, that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
10. attempt to gain unauthorized access to or use of the Website, the Services, the APIs, other Accounts, or computer systems connected to the Services;

11. use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of the Website, the Trading Terminal or the Services;
12. probe, scan or test the vulnerabilities of the Website and/or the Services or any network connected to the properties, or violate any security or authentication measures on the Website and/or the Services;
13. provide false, inaccurate, incomplete or misleading information;
14. distribute unsolicited or unauthorized advertising or promotional material, written media releases, public announcements and public disclosures, junk mail, spam or chain letters;
15. use a web crawler or similar technique to access our Services or to extract data;
16. reverse engineer or disassemble any aspect of the Website, APIs, or the Services in an effort to access any source code, underlying ideas and concepts and algorithms;
17. perform any unauthorized vulnerability, penetration or similar testing on the API;
18. attempt to gain unauthorized access to or use of the Website, other Accounts, computer systems, or networks connected to the Website, through password mining or any other means;
19. transfer any rights granted to you under these Terms; or
20. engage in any behavior which violates the Terms or is otherwise deemed unacceptable by us in our sole discretion.

#### **7.4. Digital Assets Wallet.**

Tealstreet does not offer custody services of any kind, nor does it hold custody of the Digital Assets held in the Digital Assets' wallet accessible through your Account. Digital Assets are held in the Digital Asset Exchange, accessible through your External Exchange Account as well. Digital Assets' deposits to and withdrawals from your External Exchange Account's Digital Asset Wallet cannot be performed through the Services. Using the Digital Assets Wallet of your Account is at all times your responsibility and is at your own risk. We shall not be liable for, and you shall assume full liability for, the loss of Digital Assets held in or transferred from or to your External Exchange Account accessed through the Services, including, but not limited to, unauthorized access by a third party, loss or violation of your passwords, private keys or mistakes or errors derived from transferring from and to wrongs Digital Asset public keys or addresses, or derived from a mismatch between the distributed ledger network of the sender address or public key and the recipient address or public key ("Blockchain Mismatch"). In the case of a loss of Digital Assets due to Blockchain Mismatch occurs when transferring Digital Assets to your External Exchange Account's Digital Asset Wallet, Tealstreet is not responsible for any losses or for taking any actions to attempt to recover such Digital Assets. The User acknowledges, understands and agrees that Digital Assets lost due to a Blockchain Mismatch are not recoverable by Tealstreet.

### **8.1. Limited License.**

We grant you a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to access and use the Services through your Internet compatible devices for your personal/internal purposes subject to the terms of this Agreement, to access and use the Website and the Services solely for approved purposes as permitted by Tealstreet from time to time. You hereby agree that when you use the Services, Tealstreet does not transfer the Services or any Intellectual Property Rights to you.

### **8.2. Accuracy of the Website, the Services, and Related Media.**

Although we intend to provide accurate and timely information, the Content may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our terms, policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Website, the Trading Terminal or otherwise drawn from the Content are your sole responsibility and we shall have no liability for such decisions. Links to unaffiliated third-party materials (including without limitation websites and unaffiliated third parties) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any unaffiliated third-party materials or on any unaffiliated third party sites accessible or linked to the Website or the Services.

### **8.3. Unaffiliated Third-Party Access.**

If, to the extent permitted by Tealstreet from time to time, you grant express permission to an unaffiliated third party to access to your Account, you acknowledge that granting permission to an unaffiliated third party to take specific actions on your behalf does not relieve you of any of your responsibilities under the Terms. You are fully responsible for all acts or omissions of any unaffiliated third party with access to your Account. Further, you acknowledge and agree that you will not hold Tealstreet responsible for, and will indemnify Tealstreet from, any liability arising out of or related to any act or omission of any unaffiliated third party with access to your Account.

### **8.4. Prohibited Use.**

In connection with your use of the Services, and your interactions with other users, and any unaffiliated third parties, you agree and represent you will not engage in any Prohibited Activities. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your Account if we determine, in our sole discretion, that your Account is associated with a Prohibited Activity.

## **8.5. Suspension, Termination, and Cancellation.**

1. We may suspend, freeze, restrict, or terminate your access to any or all of the Services, and/or deactivate or cancel your Account if (i) we are so required by a facially valid subpoena, court order, or binding order of a government authority; (ii) we reasonably suspect you of using your Account in connection with a Prohibited Activity; (iii) use of your Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; (iv) you take any action that Tealstreet deems as breaching the Terms.
2. If Tealstreet suspends, freezes, restricts or terminates your Account, and/or your access and/or use of the Services for any reason, we may provide you with notice of our actions unless a court order or other legal process prohibits Tealstreet from providing you with such notice. You acknowledge that Tealstreet's decision to take certain actions, including limiting access to, suspending, or closing your Account, may be based on confidential criteria that are essential to our risk management and security protocols. You agree that Tealstreet is under no obligation to disclose the details of its risk management and security procedures to you.
3. You acknowledge, understand and agree that Tealstreet has the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions under relevant laws and regulations without your consent or prior notice.

## **8.6. Relationship of the Parties.**

Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause you and Tealstreet to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or Tealstreet to be treated as the agent of the other.

## **8.7. Password Security; Contact Information.**

You are responsible for maintaining adequate security and control of any and all user IDs, passwords that you use to access the Services.

If you suspect or become aware of any unauthorized use of your Account, you should notify Tealstreet immediately. Tealstreet assumes no liability for any loss or damage arising from the access and/or use of your Account by you or any third party with or without your authorization.

## **8.8. Taxes.**

It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.

### **9.1. All rights reserved.**

All Intellectual Property Rights relating to the Website, the Content, the User Content, and the Services are the property of Tealstreet. You acknowledge that all Intellectual Property Rights of Tealstreet in the Website, the Content, the User Content, and the Services shall remain the property of Tealstreet.

### **9.2. No right to use.**

You are not granted any right to use, and may not use, any of the Intellectual Property Rights of Tealstreet other than as set out in these Terms and subject to the following:

1. you may only view and use the Services, the Website, the Content or the User Content for your own personal use and may not copy, reproduce, republish, upload, repost, modify, transmit, distribute or otherwise use the use the Services, the Website, the Content or the User Content in any way for non-personal, public or commercial use without the prior written consent of Tealstreet;
2. you may not remove or modify any copyright, trademark or other proprietary notices that have been placed in any part of the Website, the Content, the User Content, and the Services;
3. you may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit, any of the Content or the User Content;
4. except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without our express permission;
5. in the event of any permitted copying, redistribution or publication of copyright material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made; and
6. you may not use any data mining, robots or similar data-gathering or extraction methods.

### **9.3. User Content.**

By submitting any User Content you warrant that you are entitled to, and have all necessary Intellectual Property Rights over. We reserve the right to disclose your identity to any third party who claims that any of your User Content constitutes a violation of their Intellectual Property Rights or of their right to privacy. You hereby transfer all rights, ownership and interests of your User Content and all related intellectual property rights to Tealstreet. You have no right and hereby waive any request for acknowledgment or compensation based on any User Content, or any modifications based on any User Content.

Trading Digital Assets and/or Digital Asset Derivatives is risky and you should never trade more than you can afford to lose. The following list of risks associated with Digital Assets, and Digital Asset Derivatives, and the Services is not exhaustive. Please read the [Risk Warning](#) for further information.

1. Digital Asset prices are highly volatile and trading in Digital Assets is extremely risky. In addition, several factors may affect market liquidity for a particular Digital Asset, such as regulatory activity, market manipulation, the acts or omissions of the issuer of the Digital Asset, or unexplainable price volatility. By using the Services, you accept the risk of trading Digital Assets, and Digital Asset Derivatives. In entering into any transaction, you represent that you have been, are, and will be solely responsible for making your own independent appraisal of the risks of the transaction and the underlying Digital Asset.
2. We do not advise on the merits of any particular Digital Asset Exchange. We do not advise on transactions, or associated risks, or provide any other financial, investment or legal advice in connection with the Services or services provided by Digital Asset Exchanges. To the extent that we do provide trading data, post market commentary, articles, or make social media posts, the act of doing so is incidental to your relationship with us and such information may not be considered as investment or financial advice and should not be construed as such. **BUYING OR SELLING DIGITAL ASSETS AND/OR DIGITAL ASSET DERIVATIVES IS SOLELY THE USER'S DECISION AND WE WILL NOT BE LIABLE FOR ANY CONSEQUENT LOSS.**
3. The availability of a Digital Asset Exchange via the Services does not indicate our approval or disapproval of their merits. We give no warranty as to the suitability or reliability of a Digital Asset Exchange, and we owe no fiduciary duty in our relations with you. You must conduct your own due diligence.
4. No brokerage of transactions or provision of investment advice. We provide a software and platform for connecting Users to Digital Asset Exchanges. We do not have any control over your External Exchange Account. We do not broker transactions on your behalf. Our Relationship does not constitute a Broker-Client Relationship. We do not act as a principal, counterparty, or market-maker in the transactions effected through trading using the Services or in providing margin for Margin Trading on the Trading Terminal.
5. We do not guarantee continuous, uninterrupted or secure access to any part of the Services, and operation of our Website or Services may be interfered with by numerous factors outside of our control, including regulatory reasons and issues with various Blockchain networks.
6. Tealstreet provides the Trading Terminal, an interface that connects users to Digital Asset Exchanges. However, Tealstreet does not operate a Digital Asset Exchange. We do not administer the underlying trading platforms of the Digital Asset Exchanges for the bids or offers and we do not enforce contracts among parties engaged in activities available on those Digital Asset Exchanges through the Trading Terminal. The underlying trading platform of the Trading Terminal is administered and operated by the Digital Asset Exchange. We shall in no event be held liable for any loss or other damages, including but not limited to special, incidental, consequential, or other damages arising from the acts of any operator of the Digital Asset Exchange. You are responsible for understanding the Terms and Conditions of the operators of the Digital Asset Exchanges.
7. Tealstreet does not provide custodial services. Digital Assets accessed through your Tealstreet account are maintained in your External Exchange Account from a Digital Asset Exchange. You acknowledge, understand and agree that Tealstreet shall not be held liable for losses arising from any security issues of the Digital Asset Exchanges or from any actions taken by the Digital Asset

Exchanges.

8. Although Tealstreet uses its best efforts to conduct comprehensive due diligence on the Digital Asset Exchanges available in the Trading Terminal, these Digital Asset Exchanges may be unregulated exchanges and their practices may vary widely, including as to their security, encryption, and liability for losses. Digital Asset Exchanges may not be required to comply with any rules regarding wash trading, insider trading, promoting price discovery, insuring losses, protecting against fraud, ensuring anti-money laundering compliance, and many other salient features. Digital Asset Exchanges may carry on fraudulent operations or fronts for fraudulent schemes and be in a jurisdiction where there is no likelihood of recovery or recompense. Digital Asset Exchanges could provide incorrect, delayed, or otherwise flawed data for a variety of reasons, including as a result of software bugs and the aforementioned limited oversight on markets for Digital Assets, and/or Digital Asset Derivatives. Such poor data could misinform the User trading strategies or engender inaccurate price discovery mechanisms. Errors, fraud, and other issues with Digital Asset Exchanges have resulted in extensive, irretrievable losses on multiple occasions in the recent past. The underlying software and mechanisms for the Digital Asset Exchanges could malfunction, executing trades for the Users at faulty prices and adversely affecting the Users' investments. Digital Asset Exchanges could choose to roll back trades to the benefit of other parties but to the detriment of the Users. In general, errors and unreviewable decisions by the exchanges could adversely impact the value of the investment of the Users.

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You agree to indemnify and hold Tealstreet, its subsidiaries, affiliates, agents, employees, contractors, agents, successors and assigns (" Tealstreet Entities" ) harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by any of Tealstreet Entities arising out of User's failure to fully and timely perform User's obligations herein or under any Third Party License or should any of User's representations and warranties fail to be true and correct. You also agree to pay Tealstreet Entities promptly all damages, costs and expenses, including attorney's fees, incurred in the enforcement of any of the provisions of these Terms and any other agreements between Tealstreet and the User. In addition to any limitations of liability specified elsewhere in these Terms, Tealstreet Entities shall not be held liable and are released from all claims and losses incurred in such regard if the claim or loss was caused or contributed to by:

- a) The actions or omission to act on the part of User;
- b) Any act or omission by any person obtaining access to User's account, whether or not User has authorized such access or not;
- c) System malfunction, equipment failure (whether User's equipment or Tealstreet's equipment), system interruption or system unavailability;
- d) Delays, failure or errors in implementing any instruction;

- e) Inaccurate or incomplete instructions received by Tealstreet's from User, or
- f) Any reliance or use by User or any other third party with access to User's account of any financial and market data, quotes, news, analyst opinions, research reports, graphs or any other data or information whatsoever available through the trading platform or any Third Party License, whether to complete a transaction on the trading platform or for any other purpose whatsoever.

Tealstreet Entities reserve the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this section.

#### **12.1.**

Tealstreet Entities shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of Tealstreet including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to breakdown or failure of transmission or communication facilities, or electrical power outage.

#### **12.2.**

Neither Tealstreet nor any of its subsidiaries, affiliates or agents warrants that the Website and/or the Services will be available without interruption or will be error free and such Website and/or Services are being provided "AS IS" without any representation or warranty of any kind whatsoever except as otherwise set forth herein.

#### **12.3.**

Under no circumstances shall Tealstreet or any of its subsidiaries, affiliates or agents be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use, the Website and/or Services including but not limited to lost profits, loss of business, trading loss, loss of data or use of data, any unauthorized access to, alteration, theft or destruction of User's computers, computer systems, data files, programs or information, or costs of procurement of substitute goods or services.

#### **12.4.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT WILL TEALSTREET ENTITIES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL,



INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESSES OR FINANCIAL BENEFITS) ARISING OUT OF THE SERVICES, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF TEALSTREET ENTITIES WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF THE TEALSTREET ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF TEALSTREET ENTITIES GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL THE LIABILITY OF TEALSTREET ENTITIES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF THE SERVICES OFFERED BY OR ON BEHALF OF TEALSTREET ENTITIES, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY, EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO TEALSTREET ENTITIES UNDER THESE TERMS IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES AND CLOSE YOUR ACCOUNT. THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED. TEALSTREET ENTITIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE TEALSTREET ENTITIES MAKE NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (III) THE QUALITY, SUITABILITY AND PERFORMANCE OF ANY DIGITAL ASSETS, DIGITAL ASSET DERIVATIVES, THE SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TEALSTREET ENTITIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. TEALSTREET ENTITIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE WEBSITE, ANY PART OF THE SERVICES, THE TRADING PLATFORM, MOBILE APPLICATIONS OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

From time to time, Tealstreet may fail to require or strictly enforce compliance with relation to any provision in these Terms. Tealstreet may also fail to exercise any or all of its rights empowered herein.

Any such failure shall not be construed as a waiver or relinquishment of Tealstreet's right to assert or rely upon any such provision or right in that or in any other instance. If applicable, an express waiver given by Tealstreet of any condition, provision, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such condition, provision or requirement.

These Terms, and any terms announced on the Website are governed by and construed in accordance with the laws of the Caymen Islands without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

You agree to submit any Dispute (as defined below) to arbitration in accordance with the terms of Section 15. To the extent that the agreement to arbitrate is ineffective or void, you agree to submit to the non-exclusive jurisdiction of the courts of the Caymen Islands.

Any dispute, claim, suit, action, cause of action, demand, or proceeding arising out of or related to these Terms, and any terms announced on the Website (including with respect of their validity, existence, or termination), any Services, action or transaction under or contemplated by these Terms, (any "Dispute") that is not settled by you and Tealstreet within 30 days from the date that either party notifies the other party in writing of the Dispute shall be referred to and finally settled by arbitration. Further, the parties hereby agree that:

- a) To attempt informal resolution prior to any demand for arbitration for at least 30 days before initiating any arbitration or court proceeding. Such informal negotiations commence upon receipt of written notice from you. If we cannot resolve the dispute on an informal basis, you and we agree that any dispute arising under this Agreement shall be finally settled in binding arbitration, on an individual basis;
- b) That any dispute, controversy or claim arising out of or relating to the Terms, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the London International Arbitration Centre ("IAC") rules;
- c) That the number of arbitrators shall be one;
- d) That the place of arbitration shall be the IAC, unless the Parties agree otherwise;
- e) That the language to be used in the arbitral proceedings shall be English;
- f) That the courts in the Caymen Islands have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration;
- g) That the arbitrator has the authority to grant any remedy that would otherwise be available in court; and

h) That the parties shall split the costs and expenses of any arbitration and bear their own legal costs and expenses.

You and Tealstreet agree that any claims relating to these Terms or to your relationship with Tealstreet as a User of the Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) 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 Tealstreet 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. You agree not to join with any other individual or entity or group of individuals or entities for the purpose of seeking to resolve the respective Disputes on a consolidated or representative basis.

The Privacy Policy of Tealstreet can be found at [LINK](#)

### **18.1. Assignment.**

You may not assign any rights and/or licenses granted under these Terms. We reserve the right to assign our rights without restriction, including without limitation to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

### **18.2. Severability.**

If any provision of the Terms shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of the Terms shall not be affected.

### **18.3. Force Majeure.**

We shall have no liability for any failure or delay resulting from any abnormal or unforeseeable

circumstances outside our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary, including without limitation governmental action or acts of terrorism, war, earthquake, fire, flood, or other acts of God, labor conditions, delays or failures caused by problems with another system or network, mechanical breakdown or data-processing failures or where we are bound by other legal obligations.

#### **18.4. Survival.**

Upon termination of your account or this Agreement for any other reason, all rights and obligations of the parties that by their nature are continuing will survive such termination.

#### **18.5. Third Party Rights.**

The Terms are not intended and shall not be construed to create any rights or remedies in any parties other than you and us and any affiliates which each shall be a third party beneficiary of the Terms, and no other person shall assert any rights as a third party beneficiary hereunder.

USER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE FOREGOING TERMS AND HEREBY AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF.

#### **Date Created**

2? 25, 2023

#### **Author**

admin

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