User Declaration

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## **User Declaration**

The terms used in this User Declaration shall have the same meanings as in the Terms of Service.

I declare that

- 1. I read and understood the Terms of Service, the Risk Warning, the API License Agreement, and the Privacy Policy;
- 2. I am at least 18 years old or of legal age to form a binding contract;
- 3. I am legally permitted to own Digital Assets in my jurisdiction of residence or domicile;
- 4. The use of the Services does not constitute a breach of the laws of my jurisdiction;
- 5. I am not a U.S. Person (as defined in the Terms of Service);
- 6. I am not accessing and using the Services from within, and I am not a citizen of, domiciled in, or resident of, the United States, Afghanistan, Belarus, Central African Republic, China, 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; any state, country or other jurisdiction that is sanctioned and/or embargoed by the United States of America, the European Union and/or Switzerland; a jurisdiction where it would be illegal according to local law or regulation for my to access or use the Website; or 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;
- 7. I am not a Disqualified Person (as defined in the Terms of Service);
- 8. I understand the inherent risks associated with holding and/or trading Digital Assets;
- I understand and acknowledge that Tealstreet does not provide Digital Asset exchange services and does not own and has no control over the Digital Asset Exchanges used through the Services, and therefore, Tealstreet has no control over the trades conducted through the Trading Terminal;
- 10. I understand that the use of the Services is at my own risk, and that Tealstreet shall not be liable for any claims or damages whatsoever associated with my use, inability to use, or my interaction with other users of, the Services, including any direct, indirect, incidental, special, exemplary, punitive or consequential damages, or loss of profits, Digital Assets, or anything else of value.
- I understand that Tealstreet does not receive, transfer or hold Digital Assets on my behalf and does not directly or indirectly facilitate the clearance or settlement of any Digital Asset transactions;

- 12. I have not, and I will not engage in any money laundering, terrorism financing or fraduluent activity; and
- 13. I am exclusively responsible for maintaining the confidentiality and security of my Account, my External Exchange Account or devices I use to access and/or use the Services, my Account and my External Exchange Account, and that Tealstreet shall not be liable for any loss or damage arising from my failure to protect my Account, External Exchange Account or devices.

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