



BLACKMOON

BLACKMOON PLATFORM TERMS AND CONDITIONS

These Terms and Conditions were last updated on November 30 2018.
Please print a copy of these Terms and Conditions for your reference.

I GENERAL CONDITIONS

These terms and conditions as amended from time to time, including any of its appendixes as may be updated and added from time to time, and including any and all addendums and supplements hereto (the "**Terms and Conditions**") are made between you ("**You**") and the Blackmoon Platform (referred to herein, individually and/or collectively as the context may require, as "**Us**", "**We**", "**Blackmoon Platform**" or "**Platform**").

If You are planning to use the Blackmoon Platform for any purposes allowed by and described in these Terms and Conditions and other documents provided by Blackmoon from time to time, You will act as a Platform user (a "**User**") and these Terms and Conditions shall be effective between You and Blackmoon Platform from the moment You start using the Platform.

Please read this document carefully. It describes the services (the "**Services**") rendered by Blackmoon Platform and associated with the provision of access to the Platform and its functions, including the use of the website <https://blackmoonplatform.com> (the "**Website**") and any related applications and any services provided through the Website and such applications including, but not limited to, creation of your profile and account, purchase and sale of Asset Tokens, data collection and storage practices, downloadable material from the Website or our other websites, financial and investment information published on the Website or through applications (either by Us or by Our affiliated party), electronic content, real time information about the exchange rates or prices, as applicable, tools for executing transactions and any other features, as well as such content or services that We may add in the future. It also sets out the obligations and rights applying between You and Blackmoon Platform. *If there is anything in this document or other documents referred herein which You do not understand, do not use our Services and the Platform. Further, if there is anything in this document or other documents referred herein with which You do not agree, please leave the Website immediately.*

By using the Platform and the Services You have specifically accepted these Terms and Conditions and in so doing have been given the opportunity to decline these Terms and Conditions. Accordingly, You understand that such acceptance constitutes these Terms and

Conditions as an agreement between You and Us having as its terms, these Terms and Conditions (as the same may be updated, supplemented and amended from time to time with your further acceptance of such changes). Your use of the Platform, Services and the Website constitutes your further and continued confirmation of such acceptance, together with an acceptance and acknowledgment of any other legal notices, disclaimers and statements contained on the main page of the Website. Your use of the Services is governed by the version of the Terms and Conditions in effect, on the exact date you use the respective Service, as hereby accepted by You. You shall check the Website periodically in order to review the current version of the Terms and Conditions.

The access and usage rights granted to You terminate immediately upon any violation by You of these Terms and Conditions. We have the right, at any time and in our sole discretion, to place any conditions or restrictions upon, or terminate your access to, and use of, the Platform, the Website and/or the Services, all without prior notice (except if otherwise expressly required herein).

The investments into digital Asset Tokens as well as any other participation in the activities of Token Issuers are not suitable for every person. As an investor, when investing through the Platform, You should not use money that You cannot afford to lose; however you cannot lose more than the amount you invested and certain Asset Tokens you purchased. You should only consider investing into Asset Tokens if You fully understand how they function and work, including all associated risks and costs (more detailed risk warnings are set out below), and how tokenization is structured and connected with the relevant Underlying Assets. We may further introduce tools for complex relationships with the Platform and/or one or several Token Issuers, such relationships to be additionally described in Addendums hereto and additional documents which may be provided for your consideration on condition that You are interested in such relationships and satisfy certain requirements established by the Company.

Further, You as the Platform User are required to read and understand the General Risk Disclosure, which also forms part of and is incorporated by reference in these Terms and Conditions and which is available on the Website.

Note that other Blackmoon group websites, applications and/or services may have different purposes and conditions and thus, different terms of use posted. If there is a conflict between these Terms and Conditions and those different terms of use, the latter shall have precedence with respect to your use of such Blackmoon group company website, application or service. If You have registered with the Website, however, these Terms and Conditions will apply to You.

IMPORTANT NOTE – BLACKMOON DOES NOT ACCEPT ANY USERS (INCLUDING RESIDENTS AND CITIZENS) IN THE FOLLOWING JURISDICTIONS: CAYMAN ISLANDS, BOSNIA AND HERZEGOVINA, DEMOCRATIC PEOPLE’S REPUBLIC OF KOREA (DPRK), ETHIOPIA, IRAN, SYRIA, SRI LANKA, UGANDA, YEMEN, IRAQ, TUNISIA, TRINIDAD AND TOBAGO.

BLACKMOON DOES NOT ACCEPT ANY INVESTORS (INCLUDING RESIDENTS AND CITIZENS) IN THE FOLLOWING JURISDICTIONS: CANADA, AUSTRALIA, SOUTH AFRICA, NEW ZEALAND, JAPAN, SINGAPORE, CAYMAN ISLANDS, BOSNIA AND HERZEGOVINA, DEMOCRATIC PEOPLE’S REPUBLIC OF KOREA (DPRK), ETHIOPIA, HONG KONG, IRAN, SYRIA, SRI LANKA, UGANDA, YEMEN, IRAQ, TUNISIA, TRINIDAD AND TOBAGO.

USERS AND INVESTORS IN PEOPLE’S REPUBLIC OF CHINA SHOULD CONSIDER LIMITATIONS AND RESTRICTIONS IMPOSED BY COMPETENT LOCAL AUTHORITIES AND APPLICABLE LEGISLATION OF CHINA EACH TIME THEY ARE GOING TO USE THE PLATFORM AND THE SERVICES.

IF YOU ARE TRAVELLING TO ANY OF THESE COUNTRIES, YOU ACKNOWLEDGE THAT THE SERVICES PROVIDED VIA THE WEBSITE MAY BE FULLY OR PARTIALLY UNAVAILABLE AND/OR BLOCKED IN SUCH COUNTRIES.

BLACKMOON RESERVES THE RIGHT TO IMPOSE ADDITIONAL REQUIREMENTS OR CONDITIONS BEFORE ACCEPTING USERS RESIDING IN OR FROM SPECIFIC COUNTRIES IN ITS SOLE DISCRETION.

Electronic Acceptance and Agreement(s): You acknowledge and agree that by ticking the "I agree" box or clicking the "I agree" button or similar boxes, buttons or links as may be designated by Blackmoon Platform to show your approval of any of the foregoing provisions or other provisions of these Terms and Conditions and the use of the Services (as defined below), or approval of any other provisions and/or documents offered to you at the Website, You are entering into a legally binding contract with Us. You hereby agree to the use of electronic communication in order to enter into contracts, place applications for Asset Tokens and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Website and the Platform. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

I MAIN DEFINITIONS

In these Terms and Conditions:

"Account" means a digital record of the User's details, such as personal details and e-mail, which have been recorded by completing the registration process through the Platform;

"Accredited Investor" means an individual or legal entity that satisfies the criteria set out in Rule 501 of Regulation D of the Securities and Exchange Commission (the "SEC");

"AML Regulations" - Anti-Money Laundering regulations; a set of rules and procedures adopted by Blackmoon and the applicable laws and regulations on the prevention of money laundering and terrorism financing applicable to Blackmoon, the Platform and Token Issuers;

"Applicable Regulation" means any existing or future local, national, or international acts and regulations that may be relevant or otherwise apply to Blackmoon or to users of the Platform, the Services or the Website;

"Asset Token" is an entry in the blockchain ledger that represents a contractual agreement between the Token Issuer and the Token Holder;

"Blackmoon" means BMC Group SPC Ltd, an exempted segregated portfolio company limited by shares, incorporated in the Cayman Islands on 18 January 2018, registration number 331901, registered office at Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman, KY1-1002, Cayman Islands;

"Blackmoon Platform", or "Platform" means BMC Platform SP, a segregated portfolio of BMC Group SPC Ltd, responsible for the complex of front-and back-end systems and the provision of a technological solution for registered users to view information on the products of Blackmoon;

IMPORTANT: Blackmoon Platform is not a separate legal entity, and any use of the term "Blackmoon Platform" or "Platform" in these Terms shall be deemed to mean "Blackmoon on behalf of Blackmoon Platform" or "Blackmoon in relation to Blackmoon Platform", unless the context expressly requires otherwise.

"Eligibility Requirements" means the set of characteristics required from the Users as set out by the applicable regulation and anti-money laundering legislation. These requirements include but are not limited to: residency in non-restricted jurisdictions, documentation for verification of identity in accordance with Blackmoon's policy, eligibility questionnaire, acceptance of the relevant Terms and Conditions, Terms of Sale and other information as may be deemed necessary by Blackmoon Platform;

"KYC Policy" means "Know-Your-Client" Policy for verification of Investors' identity designed in accordance with the applicable anti-money laundering regulations to which Blackmoon is subject from time to time;

"Registered User" is a User that has completed the registration form and provided and confirmed his/her email and thus created an Account on the Platform;

"Services" means the services provided by Blackmoon Platform. The Services include provision of access to the Platform to Users, Registered Users and Verified Users, development, support and maintenance of the Platform and all its functions available to such Users;

"Terms of Sale" means the description of the conditions for the purchase and sale of Asset Tokens by the Users via the Platform, as stated in the Generic Offering Memorandum and the relevant Token Supplement;

"Terms of Redemption" means the description of the process and conditions of exchanging the Asset Tokens for a calculated amount of the other cryptocurrency or currency which constituted the original contribution provided by the Investor, as stated in the Generic Offering Memorandum and the relevant Token Supplement;

"Token Holder" is any holder of the Asset Tokens from time to time as identifiable from the blockchain of such Asset Tokens;

"Token Issuer" a segregated portfolio of Blackmoon, established for the purpose of issuing Asset Tokens and segregating assets and liabilities of that Token Issuer from the assets and liabilities of other Token Issuers and Blackmoon itself. Each Token Issuer is and will be separately identifiable and such identification includes or, on establishment of a new Token Issuer, will include the words "Segregated Portfolio", "SP" or "S.P." to which Continuous Contributors can provide CC Service.

IMPORTANT: Token Issuer is not a separate legal entity, and any use of the term "Token Issuer" in these Terms shall be deemed to mean "Blackmoon on behalf of a Token Issuer" or "Blackmoon in relation to a Token Issuer", unless the context expressly requires otherwise;

"Underlying Asset" is an asset (portfolio of assets) in which a Token Issuer invests or will invest substantially all of its proceeds from the single Offering. An Underlying Asset may be represented (without limitation) by a participatory interest in the external investment fund, or some type of a tradable investment asset such as ETF, etc.;

"User" is a person, natural or legal entity, that comes to the Website;

"Verified User" is a Registered User that has supplied the necessary evidence for verification of identity, complies with the eligibility requirements and has been successfully approved by the Platform's compliance team;

"Website" means the website available at the address <https://blackmoonplatform.com/> as may be amended or changed from time to time, or a landing page related to it.

I USER AGREEMENT

1. These Terms and Conditions describes to You in full detail the terms and conditions which You must accept without restrictions or objections before using the Platform and our Services. Before You gain access to the Platform and before You become a Registered User, You must fully understand and agree to all the terms and conditions expressly explained and/or incorporated herein by reference. Notwithstanding anything to the contrary, by continuing to use our Services, You are acknowledging that You have read these Terms and Conditions and have unconditionally accepted without reservation the Terms and Conditions in their entirety.

I PLATFORM, SERVICES AND USER REGISTRATION

PLATFORM AND SERVICES

2. These Terms and Conditions cover the entire scope of Services provided by Blackmoon Platform including, but not limited to, access to and the use of the Platform, Website and related applications, data collection and storage practices, downloadable material from the Website, financial information published on the Website (either by Us or by any affiliated party), electronic content, real time information about exchange rates and prices, tools for executing transactions with Asset Tokens, as well as content or services that We may offer to Users or continuous contributors of the Platform in the future. These Terms and Conditions cover any form of communication between Blackmoon Platform and You, including email and other electronic means (such as messengers, website, etc.), telephone and any other means of communication to which we agree.

3. PURPOSE OF PLATFORM AND SERVICES

- 3.1. The main purpose of the Platform is to collect information on the Users and facilitate the investment into Asset Tokens created, issued and offered by the respective Token Issuers, including initial purchase of Asset Tokens by the Users (after successful registration or verification, as the case may be) from the Token Issuers, transfers of Asset Tokens between such Users and redemption of Asset Tokens by Token Issuers under certain circumstances, all such transactions to be executed in accordance with these Terms and Conditions and the relevant Terms of Sale, addendums hereto and other related documents introduced by Blackmoon from time to time.

- 3.2. Blackmoon Platform will provide the Users with the Services of access to the Platform and its functions, the Platform maintenance, support and development, as well as identification and introduction to the Users of Token Issuers and intended Underlying Assets and support in respect of some operations with the Asset Tokens issued by such Token Issuers.
- 3.3. We reserve the right to modify, suspend or discontinue, temporarily or permanently, all or any part of our Services with or without notice. You agree that We will not be liable to You or to any third party for whom you may be acting for any modification, suspension or discontinuance of all or any part of the Services.

4. SERVICES AVAILABLE TO USERS

- 4.1. Upon due delivery to the Platform of all information required from You for the completion of the verification process on the Platform, You may find information regarding available Token Issuers, their investment strategy, Underlying Assets, history, risk profile and other pertinent information. You should consider all such applicable information before electing to invest into Asset Tokens issued by a specific Token Issuer. In doing so, You should bear in mind all aspects and factors including, but not limited to, the risks of making or maintaining an investment with the Token Issuers and their intended Underlying Assets, and Your investment objectives.
- 4.2. Before You can engage in investments into Asset Tokens, We will assess your eligibility for such transactions (such process being the "**Eligibility Assessment**"). Your access to the information on and transactions with certain Asset Tokens is subject to successful completion of Our requirements for the purposes of the Eligibility Assessment.
- 4.3. We will update the Eligibility Assessment from time to time. You confirm and acknowledge that our assessment of your eligibility is performed on the basis of the information and documents provided by You, and You confirm the truthfulness, correctness and completeness of such information. You acknowledge that We may rely upon such information and that You are responsible for any damages or losses which may result from any inaccuracies. You can evaluate whether there has been a change to Your details, residence, experience, investment objectives and/or financial situation and inform us at any time of such change. However, the Eligibility Assessment will be based on the current information in your suitability questionnaire at the time the assessment is made.
- 4.4. We will be responsible to You for informing You from time to time of the details of Your Eligibility Assessment and executing all your proper applications to purchase Asset Tokens from the Token Issuers and proper instructions for transfer of Asset Tokens to or from other Registered Users, and for reporting to You on the resulting transactions via the Platform and the Website. We do not and shall not provide investment advice, nor provide any personalized investment recommendations and/or advise You on the merits of any investments into Asset Tokens, the merits of any Underlying Assets or otherwise.

5. USER RESPONSIBILITIES

- 5.1. In making a decision to invest into specific Asset Tokens or portfolio of Asset Tokens, whether by purchase of such Asset Tokens from the Token Issuers or from other Registered Users, and generally in making decisions as to your investment strategy and suitable Asset Token portfolio, You have considered your entire financial situation including other financial commitments, and You understand that investments into Asset Tokens may be highly speculative and that You could sustain significant losses up to the whole invested amounts. Please note that We are unable to provide any guarantee or assurance as to the performance of any particular investment, Asset Tokens, portfolio or strategy. For further information in connection with the risks associated with the Platform and Asset Tokens see Section 19 below and our General Risk Disclosure.
- 5.2. Without derogating from the generality of the foregoing, You have reviewed, understood and acknowledge the risks associated with investments into Asset Tokens, as more fully described herein and in General Risk Disclosure.
- 5.3. You hereby authorize Blackmoon Platform to limit and/or withhold provision of Services and your access to the Platform basing on ongoing Eligibility Assessments in accordance with our policies and procedures.
- 5.4. By using our Platform, You are responsible for the provision of correct information and timely update, if applicable; understanding and acceptance of the relevant risk disclosures, including risk of technology; and checking with your local legal and tax advisors to ensure the Platform and/or Services are not restricted in your jurisdiction.
- 5.5. You expressly confirm that You are using the Platform at your own risk and Blackmoon and its affiliates, employees, clients and agents will not be liable for any losses that You may sustain as a result of your use of the Platform. You further confirm that you understand that Blackmoon or any of the Token Issuers do not guarantee the future performance of your Asset Tokens, of the respective Token Issuers and Underlying Assets, and any specific level of their performance, the success of any investment strategy and/or the success of your overall activities via the Platform. Investment strategies are subject to various market, currency, economic, political and business risks. Investment decisions may not be profitable and may result in the loss of your entire invested amount. Past performance is not a guarantee or prediction of future performance.

6. USER ELIGIBILITY

- 6.1. The Platform may be operated and used by, and the related Services shall be provided only to, those persons who are permitted to enter legally binding agreements. Therefore,

if there is any reason why You would not be able to enter a legally binding agreement with Blackmoon Platform for whatever reason, You shall not use the Platform. Such reasons could include, but are not limited to, persons that have not yet reached a legal age in a relevant jurisdiction. Due to our internal know-your-customer (“KYC”) and anti-money laundering (“AML”) policies, we will only provide access to full functionality of the Platform to Users who declare that they possess certain experience, knowledge and understanding of the process of investment into Asset Tokens, and who fully understand the nature of Asset Tokens and their connection with the Underlying Assets, as well as associated risks and who become or unconditionally agree to become Verified Users as defined above. The above restrictions however shall not apply to use of any information and other materials available on the Website that are intended for any visitor of the Website. **The use of the platform for citizens and residents of the United States is limited to Accredited Investors only, as defined in Rule 501 of Regulation D, and such Users shall be able to acquire any Asset Tokens via the Platform only if they actually become Verified Users. For the avoidance of doubt, no resident of the United States shall be able to use the services of the Platform without presenting the evidence and getting verified as an Accredited Investor.** Further, use of the Platform and entering into transactions for certain Asset Tokens via the Platform might be illegal, restricted or limited in some jurisdictions and we require that each User checks the applicable legislation of his jurisdiction and, if necessary, seeks professional legal advice on this matter, before such User makes a decision to use the Platform. Blackmoon Platform reserves the right to assess or reassess at any time your relevant knowledge, experience and eligibility to use the Platform and the Services.

- 6.2. Without limiting the foregoing, by using the Platform You acknowledge and understand that laws regulating investment process and specifically investment into Asset Tokens may vary throughout the world, and it is your obligation alone to ensure that You fully comply with any law, regulation or directive relevant to You or your country of residency with regard to the use of the Platform. For the avoidance of any doubt, Your ability to access the Platform and the Services at any time does not necessarily mean that such access or Your use of the Platform are legal under the laws, regulations or directives relevant to You or Your country of residency. The Website and other Blackmoon websites and/or any other online material provided or published by Blackmoon do not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized, or to any person to whom it is unlawful to make such an offer or solicitation.
- 6.3. The above provisions of this Section 6 mean that, among other things, some activities at the Platform (including without limitation purchase of and other transactions with specific Asset Tokens) may be available only to those Users who satisfy additional requirements established by the Platform. To be allowed to perform such activities You will be required to provide to Blackmoon Platform such additional information and statements as you will be duly notified by the Platform via the Website or otherwise. In any case You shall not perform such activities unless You provide due evidence of your eligibility to the Platform, and You hereby expressly waive any claims for any loss suffered by You while performing such activities without due confirmation of your eligibility to the Platform.

7. USER REGISTRATION AND VERIFICATION PROCESS

- 7.1. You acknowledge that Applicable Regulation require Blackmoon Platform and the Token Issuers to obtain, verify, and record information identifying each person who wishes to effect investments in and perform other operations with Asset Tokens via the Platform. By accepting these Terms and Conditions, You agree to Blackmoon's registration and verification policy.
- 7.2. In order to create your Account via the Platform You will have to complete a registration process where We will require You to provide basic information confirming your overall eligibility. Upon successful registration, your Account will be created and You (as a Registered User) will get access to additional information and analytical materials available on the Website and certain basic functionality of the Platform. As a Registered User You will be allowed to invest into the Asset Tokens the amount up to the equivalent of EUR 1,000. You however won't have full access to the functionality of the Platform and in particular you won't be able to invest into Asset Tokens any amount in excess of EUR 1,000 and You won't be able to transfer any purchased Asset Tokens from the ethereum address to which You received such Asset Tokens.
- 7.3. In case if You as the Registered User invest any amount in the Asset Tokens within the limits prescribed by Clause 7.2, You shall within 21 calendar day supply the Blackmoon Platform with such additional information and documents as may be required for verification of your Account. Failure to provide such documents and information within the said period will result in immediate suspension of Your Account until its successful verification or termination in accordance with the provisions hereof.
- 7.4. In order to get access to the full functionality of the Platform and to be able to effect transactions with Asset Tokens via the Platform and purchase Asset Tokens without limitations provided by Clauses 7.2 and 7.3 above, You will have to pass through an Account verification process where You will have to provide Blackmoon Platform with certain detailed information (including, without limitation, your personal data and completed suitability questionnaire developed by the Platform), and the Platform will apply to such information its KYC and AML procedures. Upon successful verification of your Account You as a Verified User will be granted full access to the investment functionality of the Platform, except for some functions which are or may be from time to time available only to certain experienced investors who are ready to become continuous contributors of the Platform.
- 7.5. You further acknowledge that Blackmoon will make efforts to prevent fraud and other illegal activity via the Platform and will from time to time check and confirm Your identity for this purpose after You pass the Account verification process. Accordingly, and in order to comply with our regulatory obligations, both within our registration and Account verification process or at any given time thereafter, and in any event prior to allowing Your full investment activity via the Platform, You may be required to provide personally identifiable information and additional documentation required by the Platform for such purpose. If at any time after completion of verification of your Account You fail to repeatedly verify your Account (including re-verification or additional

verification as may be from time to time required by the Platform) within 5 (five) business days from the date the respective request is made to You via the Platform in accordance with these Terms and Conditions, Blackmoon Platform will have the right to immediately suspend Your Account and/or proceed with termination of the relationship with You (at the Platform's sole discretion) and cause You to mandatorily redeem all Asset Tokens which You may hold as of the date of such termination on the usual Terms of Redemption applicable to such Asset Tokens as of the relevant date, and transfer the amounts owed to You in connection with such redemption, less any applicable fees, to the original method of payment in Your name.

- 7.6. Without derogating from the generality of the foregoing, You authorize Blackmoon Platform to limit and block Your access to the Platform and the Services (including without limitation any purchase or transfer of Asset Tokens) and/or to terminate Your Account immediately after redemption of all your Asset Tokens if the information and documentation required to be provided in accordance with this Section 7 is not provided timely and in due course. Blackmoon Platform shall bear no responsibility for the actual or possible losses You incur or may incur upon such termination and forced redemption of your Asset Tokens.
- 7.7. By providing any information and/or documentation to Blackmoon Platform within the registration or verification process or in other cases where the Platform requires You to provide such information and/or documentation, You are confirming to Blackmoon Platform that any information and documentation provided by You is true, accurate, updated and complete information. Additionally, You agree that You will not impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from Blackmoon for any purpose. If You are registering as or for a business entity, You hereby declare that You have the authority to bind that entity to these Terms and Conditions. We apply strict security procedures and undertake to treat the information that You provide Us with care in accordance with our Privacy Policy.
- 7.8. Please note that when You register with the Platform You will choose a user name and password that will personally identify You each time You log on to the Platform. Your username and password should be kept confidential at all times. It is Your sole responsibility to keep and protect this information. If the security of the above username and password is breached or if You suspect that they are being wrongfully used – please contact Us immediately via e-mail or tools available on the Website. If We believe that there is likely to be a breach of security, We may require You to change Your Account credentials or suspend Your access to the Platform. We reserve the right to edit, amend or issue You with new Account credentials or require a change of Your Account credentials at any time by giving notice to You.
- 7.9. Users may not deliver to any third party any information which may result in such third party receiving access to the relevant User's Account with the Platform without the Platform's prior consent. If You grant access to or control over Your Account to a third party whether on a discretionary or non-discretionary basis, You do so at your own risk. Neither Blackmoon Platform nor any of its affiliates or agents shall in any way be responsible for reviewing your choice of such third party or for making any

recommendations with respect thereto. Blackmoon Platform does not make any representations or warranties concerning such third party and shall not be responsible for any loss to You, which results from the actions of such third party. Blackmoon Platform reserves the right to reject the appointment of any representative or attorney authorized to act on Your account and may elect to dismiss and/or reject any transactions performed by such person and, if Blackmoon Platform reasonably suspects that access to the User's Account had been intentionally delivered to any third party improperly, to suspend or proceed to terminate such User's Account with the Platform.

8. IDENTIFICATION

- 8.1. **General.** We and the Token Issuers are or may be from time to time required by law and any Applicable Regulation (as defined above) (including without limitation local, national and international acts and regulations) and/or such policies and procedures as We may from time to time adopt to implement or comply with Our obligations under the same to confirm and verify the identity of each person who registers on the Platform and seeks to acquire Asset Tokens. Therefore, You will be prompted to provide Us with information when You register with Us, including without limitation: (1) full name, (2) country of residence, (3) date of birth, (4) email address. When verifying Your account, You will be additionally prompted to provide us with the following information: (1) Your phone number, (2) national ID (high-quality copy of passport or other valid ID), (3) proof of residential address, (4) filled in suitability questionnaire, (5) if You are acting on behalf of legal entity – certain corporate documentation of such entity (may vary depending on the entity's jurisdiction), (6) such other documentation, information and/or certifications as We deem necessary or desirable from time to time in connection with the requirements or recommendations of any Applicable Regulation. For users from the United States We will require additional evidence to prove they meet the eligibility criteria for classification as Accredited Investors. All such information and documentation shall be required to be in such form as We may specify at the applicable time. Asset Tokens will not be issued by any Token Issuer, nor will any payments or distributions in respect of the redemption or purchase any Asset Tokens be made by any Token Issuer unless all applicable information, documentation and/or certifications in the required form have been provided to our or any applicable Token Issuer's full satisfaction. We may also request refreshed forms of documentation and/or updated information during the time any Asset Token is being held following issuance of the same.
- 8.2. **By accepting these Terms and Conditions, You hereby agree and acknowledge that the Asset Tokens may only be transferred to other Verified Users that have provided sufficient KYC evidence in accordance with Clause 7.1 and the applicable KYC/AML procedures of Blackmoon Platform.**
- 8.3. **Information Change.** You shall notify Blackmoon in writing within 30 (thirty) days of any material change in the validity of any information previously provided to Us within or in connection with the registration and/or verification process.

- 8.4. **Death or incapacity of User.** Upon the death or incapacity of the User and if the legal heirs or representatives of such User would like to accept Asset Tokens held by such User and remaining at his Account, to the extent there are any such legal heirs, they should present to Blackmoon Platform official legal documents from the applicable authorities in the relevant jurisdiction to our satisfaction, and We, in our sole discretion and upon checking such documents, shall make the decision whether to allow such acceptance.

9. LANGUAGE OF TERMS AND CONDITIONS

Blackmoon Platform may elect to provide You with these Terms and Conditions and/or any other documentation, information and communications ("**Communications**") in various languages. By accepting these Terms and Conditions (in any language) you acknowledge and accept that: (a) Blackmoon Platform's official language is English; and (b) in the event of any discrepancy or inconsistency between any Communication in English and the same in another language, the Communication in English shall exclusively prevail.

10. MEANS OF COMMUNICATION

Blackmoon Platform reserves the right to communicate with You by email, electronic chats on the Website, online discussions, telephone, messengers, post, newsletters sent or published by Blackmoon on the Website and/or any other mean of communications, whether such communication is personally addressed to You or generally addressed to all Users. By accepting these Terms and Conditions, You acknowledge and confirm that all such means of communications are deemed acceptable and any such communication so provided by Blackmoon Platform (using the contact details, numbers and addresses provided by You, where applicable) shall be deemed to have been received by You. You further hereby consent to your Account information and confirmations of any transactions with Asset Tokens being made available to You on the Internet instead of having such information delivered to You by mail or email. You will be able to access Account information through the Website using your Account credentials. Posting of Account information on Your online Account on the Platform will be deemed delivery of confirmations and Account statements.

11. USER REPRESENTATIONS AND WARRANTIES

11.1. Every time You use the Platform You will be deemed to represent and warrant to Blackmoon Platform that:

- 11.1.1 You are at least 18 (eighteen) years old, or the legal age for engaging in investment activities under the laws of any jurisdiction that applies to You;
- 11.1.2 You are not a politically exposed person and do not have any relationship (e.g., relative, associate etc.) with a person who holds or held during the last 12 months

any public position. If the above statement is untrue or inaccurate with respect to You, please inform Us accordingly and We upon consideration of all relevant information shall inform You if/how You may continue to use the Platform;

- 11.1.3 You are of sound mind and are capable of taking responsibility for your own actions;
 - 11.1.4 All the details that You have submitted to Blackmoon Platform within the registration and/or verification process or otherwise, are accurate, up-to-date as of the date of provision, complete and not misleading;
 - 11.1.5 You will notify Us immediately of any changes to any information You have provided to Us in connection with these Terms and Conditions or your access to and use of the Platform and/or the Services;
 - 11.1.6 You understand that financial regulations, financial codes, financial ethics and contractual requirements vary worldwide and it is your responsibility to make sure that You comply with any and all local regulations, directives, restrictions and laws in your local place of residence before using the Platform. You have verified and determined that your use of the Platform does not violate any such laws or regulations of any jurisdiction that applies to You;
 - 11.1.7 You are responsible for any regulatory reporting requirements in relation to Your transactions with Asset Tokens via the Platform;
 - 11.1.8 All money (including any accepted cryptocurrency) that You use and invest through the Platform and/or the Services does not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any relevant authority, and You will not use the Website, the Platform and/or the Services (1) for or in connection with any illegal activity in any country or jurisdiction, including without limitation money laundering and financing of terrorism, or (2) to post anything that is or may be considered offensive or abusive.
- 11.2. For the avoidance of any doubt, representations and warranties are personal statements or assurances given by You on which We will rely when We provide You with access to the Platform and its functionality.
- 11.3. Each time You use the Platform You agree to repeat the following representations:
- 11.3.1. Your use of the Platform is bound by these Terms and Conditions and the applicable Terms of Sale; by continuing to use the Platform you confirm your understanding and agreement with these Terms and Conditions;
 - 11.3.2. the execution, delivery and performance of these Terms and Conditions and Your use of the Platform including each transaction You complete thereon will not violate any law, ordinance, charter, by-law or rule applicable to You, in the jurisdiction in which You are resident or otherwise, or any agreement by which You are bound or by which any of your assets are affected

12. LIMITED LICENSE

Subject to the above eligibility, registration and verification requirements and the terms and conditions set forth herein, Blackmoon Platform grants You a personal license (a "**License**") that

is non-transferable, non-exclusive and fully revocable, to use the Platform and our Service (including the use of the Website and any associated downloadable software).

13. FEES, CHARGES AND OTHER COSTS

- 13.1. The fees and charges payable to the relevant Token Issuers in each case of a purchase of Asset Tokens from Token Issuers ("**Creation Fee**") and redemption of Asset Tokens by you ("**Redemption Fee**") shall be displayed on the Website and the Platform. You can pay the fees associated with a purchase or redemption through the Platform. We will display all current fees, charges, commissions and other costs on the Website.
- 13.2. You acknowledge that the fees and commissions and other costs related to the Token Issuers presented to You via the Website may represent the rates to be used for calculation of the exact amounts of fees and commissions and other costs and the exact amounts of fees and commissions and other costs may be based on the amounts of the respective operations which You execute via the Platform. You further acknowledge that the commissions, fees and costs may vary and/or may be amended from time to time by Blackmoon Platform in its sole discretion and notified to You via the Website.
- 13.3. Subject to complying with the applicable rules and regulations of any regulatory authority, We will not be under any obligation to disclose to, or account to You for any profit, benefit, commission or other remuneration made or received by Us by reason of any transaction or investment.
- 13.4. You acknowledge that all amounts due to Us shall be deducted from Your assets as appearing in your Account, including, without limitation, from proceeds from transactions with Asset Tokens.

14. ACCOUNT INFORMATION

We will make available details of Your Account activity on the Website. Updated Account information will be available after any activity takes place on your Account. Account information will include balances (including Asset Tokens balances), confirmations, and any other information we may make available to Registered Users, Verified Users and Token Holders ("**Account Information**"). Posting of Account Information on the Website will be deemed delivery to You of any relevant information (such as confirmations and Account statements). We may at our sole discretion withdraw or amend any Account Information at any time. Unless otherwise agreed by Us, You agree that we are under no obligation to provide any Account Information in hard copy or by email rather than through the Website. The Account Information (save if manifestly incorrect) will be conclusive evidence of your transactions and balances and will be binding on You if not objected to with such objection confirmed in writing (including email) no later than close of business on the third business day following the day on which the Account Information in dispute is posted.

15. PRIVACY POLICY

- 15.1. We respect each individual's right to privacy and We take data security seriously. As You explore our Website or otherwise deal with Us, We want You to be clear about how We are handling your information and the ways in which your data can be protected, including:
- Personal data collection and use;
 - How that information is used and how long it is stored;
 - Your privacy rights;
 - How We secure personal information; and
 - When this policy applies.
- 15.2. When You apply to register with the Website or to purchase an Asset Token, We receive personal information. Before you proceed with using Our services, please review Our full Privacy Notice Statement available on the Website.
- 15.3. Your acceptance of the Privacy Notice Statement is required for the continuous use of Our services. You may withdraw Your consent at any time by following the procedure described in the Policy.
- 15.4. We reserve the right to amend the Privacy Policy from time to time and to apply changes to information previously collected, as permitted by law. Token Holders will be informed of any changes as required by the Applicable Regulation.

16. SECURITY

- 16.1 We endeavor to maintain reasonable and appropriate security measures to protect personal data from loss, misuse, unauthorized access, disclosure, alteration, or destruction in accordance with the Privacy Policy. In particular:
- 16.2 We hold personal information in secure facilities and where the information is held electronically, on secure servers;
- 16.3 We use encrypted transmission links whenever We can;
- 16.4 We use other safeguards such as firewalls, authentication systems (e.g., passwords), and access control mechanisms to control unauthorised access to systems and data;
- 16.5 We regularly review our information collection, storage and processing practices, including physical security measures, to guard against unauthorised access to systems; and

- 16.6 We restrict access to personal data of the holders of Asset Tokens to employees and personnel who need to access that information to provide products or services to such holders. To guard Token Holders' personal data, physical, electronic, and procedural safeguards are in place that comply with applicable standards.
- 16.7 We reserve the right to disclose Your personally identifiable information as required by rules and regulations and when We believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process served. We will not be liable for misuse or loss of personal information resulting from cookies on any website that the We do not have access to or control over. Furthermore, We will not be liable for unlawful or unauthorised use of your personal information due to misuse or misplacement of your passwords, whether negligent or malicious.

17. INTELLECTUAL PROPERTY

All our intellectual property assets ("**IP**") including but not limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme and graphics are our sole and exclusive IP and are all protected by local and international intellectual property laws and treaties including all copyright laws and regulations. Under no circumstances shall You remove any copyright notification from any of our IP or unlawfully use the Website, the Platform and/or our software. The use of the Platform and associated Services does not grant You any rights other than those granted to You by revocable License in any way. We own or are licensed to use all the images, graphics, video, audio, software code, user interface design or logos, and/or content displayed on the Website and/or any software used therein and/or useable there through. You are not permitted to use any of our images and/or content for any other purpose without obtaining our prior written consent. Nothing contained on the Website and our other websites shall be construed as granting, by implication or otherwise, any license or right to use any trademark without either our written permission or the permission of the proprietor of such trademarks. Except as expressly stated herein, You may not without our prior written permission, alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, video, audio, software code, user interface design or logos, from this or any of our other websites. If You link from another website to the Website, your website, as well as the link itself, may not, without our prior written permission, suggest that We endorse, sponsor or are affiliated with any of your or any third parties' website, entity, service or product, and may not make use of any of our IP other than those contained within the text of the link.

18. USER CONTENT, PERSONAL DATA AND COMMUNICATIONS

- 18.1. **User Content.** By acceptance of these Terms and Conditions, You agree and acknowledge that the following information and content shall be considered non-confidential and non-proprietary information (other than your personal data as described below, collectively, the "**Content**"): Your username, Your picture/avatar (if provided), and other content posted by You on the Platform. All Asset Token portfolio performance results

shall be considered non-confidential and non-proprietary information and as Blackmoon's property. By providing such Content, You specifically grant Us a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use, copy, duplicate store, present and/or publish all or any part of your Content, and We shall be free to use such Content in any manner or media whatsoever, on an unrestricted basis and without any attribution or royalties or other compensation to You, including without limitation, within or outside the Website, in advertisements, in newspapers and in other printed media.

- 18.2. Your conversations, including without limitation email/chat/messenger communications with Us, may be recorded/maintained by Us with or without warning. Any recordings shall be and remain Our sole property and will be accepted by You as conclusive evidence of their content as recorded by Us. You agree that We may deliver copies of transcripts of such recordings to any court, regulatory or government authority, including without limitation, in disputes which may arise between You and Us.
- 18.3. **Personal Data.** By entering into these Terms and Conditions, You are consenting to the transmittal of your personal data (i.e. your personally identifiable information and your payment details) to the affiliates of Blackmoon and to external companies to help Us to process and/or analyze it as part of the provision of Services to You whether within or outside the European Economic Area. Such personal data may also be used for marketing purposes, or to conduct market research for Us or Our affiliate companies that may use the personal data to bring to your attention products and services that may be of interest to You and also to assist in the efficient provision of the Services.
- 18.4. Without derogating from the generality of the foregoing, We and our affiliates and agents may collect, store and process information from You or otherwise in connection with the Services for the purpose of complying with the Applicable Regulation, including disclosures to governmental authorities. You understand that this may require the transfer of the information outside of the European Economic Area and agree to such transfer.
- 18.5. **Communications.** You acknowledge that You are responsible for any Content that You submit or transmit through the Website and the Platform, including your responsibility as to the legality, reliability, appropriateness, originality and copyright of any such information or material. Additionally, You represent and warrant that: (i) You own all right title and interest in any Content provided by You, and (ii) the posting of your Content by Us (in any manner or media whatsoever, on an unrestricted basis) does not (and will not) violate the privacy rights, publicity rights, copyright, contract rights or any other rights of any individual or make derogatory remarks regarding, defame or otherwise criticize any person or entity. You shall be solely liable for any damage resulting from any infringement or other violation of the copyright, trademarks or other proprietary rights of any individual or entity, and for any other harm or losses resulting from any Content provided or generated by You.
- 18.6. We do not undertake to review and monitor all the Content and We do not in any manner endorse, support, sanction, encourage, verify or acknowledge agreement with any such

Content. We reserve the right to review, monitor, revise and/or remove any such Content in any way we see fit in our sole discretion. You acknowledge that We may report to government authorities any actions that may be considered illegal and/or as may be required by such authorities. When requested, We may cooperate with government authorities in any investigation of alleged illegal activity. You further confirm and acknowledge that We may also maintain records of all such Content.

- 18.7. At certain times, We may provide You with various information materials, links to other websites, circulated newsletters and/or provide You with third party information for your convenience (together referred to as the "**Information**"). By doing so, neither We nor any of our affiliates are endorsing, giving any representation with respect to, warranting, guaranteeing, sponsoring or otherwise accepting responsibility for the accuracy, correctness, timeliness, completeness or suitability of such Information. Such Information and tools are provided solely to assist You to make your own investment decisions and does not amount to investment advice. You understand that We are not required to continue to provide or update the above mentioned tools and Information and We may cease to do so at any time. For the avoidance of any doubt, We will not be responsible for the termination, interruption, delay or inaccuracy of any Information. You undertake not to enable deep linking or any other form of re-distribution or re-use of the Information. As such, We urge You to read and fully understand the Terms and Conditions and other policies of the Website, newsletters and information before using them. In no event shall Blackmoon or its affiliates be responsible or liable to You or anyone else, directly or indirectly, for any damage or loss arising from or relating to any use, continued use or reliance on any such Information or tools, including without limitation, directly or indirectly resulting from errors in, omissions of or alterations to any such Information.
- 18.8. Tax Information Authority Disclosures. With respect to any Asset Token, in order to comply with the AEOL Legislation (as such term may be defined in the terms of such Asset Token, Blackmoon (in respect of a Token Issuer) may be required to disclose certain confidential information provided by Token Holders to the Cayman Tax Information Authority, which in turn will report the information to the relevant foreign fiscal authority. In addition, Blackmoon (in respect of a Token Issuer) may at any time require a Token Holder to provide additional information and/or documentation which Blackmoon may be required to disclose to the Cayman Tax Information Authority.
- 18.9. If a Token Holder does not provide the requested information and/or documentation, whether or not that actually leads to compliance failures by Blackmoon, or a risk of Blackmoon being subject to any withholding tax or other liability or being required to withhold amounts from distributions to be made to any Token Holder, Blackmoon (in respect of a Token Issuer) may take any action and/or pursue any remedy at its disposal as referred to under the terms of the applicable Asset Token. Such action or remedy may include the compulsory buyback or exchange of some or all of the Asset Tokens held by the Token Holder concerned as referred to in the terms of the applicable Asset Tokens.

19. RISKS DISCLAIMERS

- 19.1. **General Risk Statement.** Due to the fact that cryptocurrency markets are predominantly unregulated and decentralized, the provision of Our Services is not governed by any specific regulatory framework or investor protection rules. Investment in cryptocurrencies is highly speculative and carries a high level of risk and is not suitable for every investor; therefore, You should not invest capital that You cannot afford to lose. Please consider Our General Risk Disclosure and these Terms and Conditions before using Our products or Services. You understand that You are using the Platform and the Services at your own risk. It is for this reason that We limit the use of the Services to those who can bear the loss of any money invested and who properly understand the associated risks that are inherent to investments in assets in the form of cryptocurrencies and digital tokens. It is also important to have relevant experience when entering financial contracts and transactions. The cryptocurrencies market is a dynamic area and the respective prices are often highly unpredictable and volatile. You should not deal in these or similar products unless You understand their nature and the extent of Your exposure to risk. You should also be satisfied that the product is suitable for You in light of Your circumstances and financial position. In addition, use of the Platform and of the Services can never be considered a safe investment but only an investment with a high risk of loss inherently associated with it.
- 19.2. By using our Services, You agree to be fully, independently and personally liable for each transaction made on the Platform through Your Account. As such, You must make sure that You are the only person with access to Your Account at all times. You must make sure that no minors have access to Your Account. If You do not settle a transaction performed through Your Account, You shall be liable to Us and must indemnify Us in the amount necessary to cover the entire cost, whether indirect or direct, of the transaction.
- 19.3. While using the Website and/or applications (including the Platform), You might encounter system errors that result from hardware and/or software failures. The result of any system failure may be that Your application or transaction is either not executed according to your instructions, executed with Account balance errors and discrepancies or not executed at all. Blackmoon Platform will not be liable for the resulting errors in Account balances. Blackmoon Platform reserves the right to make the necessary corrections or adjustments on the Account(s) involved.
- 19.4. Further, there are a series of inherent risks with the use of mobile trading technology such as the duplication of applications and instructions, latency, and other issues that are a result of mobile connectivity. We shall not be liable for any and all circumstances in which You experience a delay in operations via the Platform or an inability to use the Platform caused by network transmission problems or any other problems outside our direct control, which include but are not limited to the strength of the mobile signal, latency, or any other issues that may arise between You and any internet service provider, phone service provider, or any other service provider.
- 19.5. If at any time any of the cryptocurrencies used within the Platform is delisted and/or We no longer support such cryptocurrency for any reason, then the outstanding transactions via the Platform with the use of such cryptocurrency will be immediately closed.

- 19.6. The price of the cryptocurrencies used to purchase the Asset Tokens is highly volatile and subject to the influence of external events beyond Our control. The price fluctuation may have a negative impact on Your investment into Asset Tokens.
- 19.7. The Asset Tokens You are purchasing are not listed on any exchange or multilateral trading facility and may be transferred only to other Verified Users on the Platform.
- 19.8. The price of Underlying Assets may fluctuate rapidly to reflect unforeseeable events that cannot be controlled either by Us or by You, and this may negatively affect Your investments into Asset Tokens.
- 19.9. The risk information presented here does not reflect all of the risks or other important aspects of Your transactions via the Platform (including related to the nature and performance of any Underlying Assets). Therefore, before starting to use the Platform, You should learn the specifics of such transactions and possible Underlying Assets in detail or seek further professional advice, and read and understand our General Risk Disclosure Notice available on the Website, which is an integral part of these Terms and Conditions. Please consider these risks carefully and seek professional advice if anything in this Section or in the General Risk Disclosure Notice is not clear to You. Do not use the Platform until You are sure that You correctly understand all the associated risks.

20. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 20.1. You expressly agree that Your use of the Website and the Platform, and any publications, presentations, financial information, trade data, performance information, blogs, postings, or other information, content, services and materials contained in, accessed via, or described on the Website or the Platform, is at Your own risk, and that all such information, content, services and materials are provided on an "as is" and "as available" basis.
- 20.2. To the full extent permissible by Applicable Regulation, We make no, and hereby disclaim all, representations or warranties of any kind, express or implied, as to the availability, operation and use of the Website or the Platform or the information, content, materials or Services on or accessed via the Website or the Platform, including but not limited to warranties of merchantability, fitness for a particular purpose, title and non-infringement. Neither the Website nor the Platform, nor any information, content, materials, or services available via the Website or the Platform, constitutes or is intended to constitute, or should be construed as, a solicitation or any offer to buy any asset, investment advice or a recommendation or promotion of any transaction or other financial product, investment manager, or trading or investment strategy. In addition, We do not represent or warrant that the information accessible via the Website or the Platform is accurate, complete, reliable or current and we are not responsible for any errors or omissions therein or for any adverse consequences resulting from your reliance on any aspect of the Website or the Platform. Further, We make no representations and

warranties that the Website or the Platform will be uninterrupted, secured, or free of errors or viruses, or other harmful components.

- 20.3. In no event shall We or Our affiliates, or the directors, officers, employees, agents or representatives of Blackmoon or its affiliates be liable to You or any third party for damages of any kind arising out of the use of, access to, reliance on, inability to use or improper use of the Website or the Platform, any information posted on or otherwise delivered through the Website by the Users, or any other information, content, materials or services available on the Website or the Platform (including, but not limited to, any direct, indirect, special, punitive, incidental or consequential damages or damages for loss of profits, goodwill or revenue, business interruption, or loss of data), even if advised of the possibility of such damages, and regardless of the form of action, whether in contract, tort, or otherwise.
- 20.4. In no event shall Blackmoon or its affiliates be liable to You for any action, inaction, decision or ruling of any exchange, market, clearing house or regulatory, self-regulatory, governmental or supra national authority.
- 20.5. Nothing in these Terms and Conditions shall exclude or restrict any duty or liability owed by Us to You under the Applicable Regulations and, notwithstanding any other provision of these Terms and Conditions, We shall be entitled to take any action that We consider necessary to ensure compliance with any relevant legislation and regulations. In the event of a conflict between any provision of these Terms and Conditions and any relevant legislation and regulations, the relevant legislation and regulations shall prevail.
- 20.6. In any event, and notwithstanding the generality of the foregoing, the maximum liability that You may claim from Us for any reason shall be no more than the USD equivalent of the cryptocurrency that You paid into your Account for the purpose of investments, taken at the date of the transfer into your Account, that may have been the basis for any accumulated liability that You incur. The laws of certain jurisdictions do not permit limitations on implied warranties or the exclusion or limitation of certain types of damages, and thus some or all of the disclaimers, exclusions or limitations above may not apply to You.
- 20.7. Notwithstanding any other provision these Terms and Conditions or other documentation relating to the Platform, where one or more Token Issuer(s) issue Asset Tokens to you via the Platform you will be deemed to have acknowledged and agreed that that in the event You have any claim against Blackmoon Platform under these Terms and Conditions, (a “**Relevant Claim**”), to the fullest extent permitted by applicable law, such Relevant Claim shall be against Blackmoon Platform only in relation to these Terms, and solely in relation to the Token Issuer that has issued the Asset Tokens to which such Relevant Claim relates (each a “**Relevant Token Issuer**”) and not in relation to Blackmoon in its own respect and in the circumstances of such Relevant Claim being successful (a) you shall have recourse only to the assets of the Relevant Token Issuer (the “**Recourse Assets**”); (b) the Recourse Assets may be insufficient to meet Blackmoon’s and/or the Relevant Token Issuer’s obligations to you in respect of the Relevant Claim;

and (c) the Recourse Assets having been liquidated and the net proceeds having been distributed, you shall not be entitled to take any further steps against Blackmoon, the Relevant Token Issuer or any other Token Issuer to recover any sums due but still unpaid after such distribution and all claims in respect of such sums due but still unpaid shall be extinguished.

21. TECHNICAL ISSUES

- 21.1. **Platform subject to Modifications.** You acknowledge that the Services and/or the Platform are at the stage of development. Consequently, the Services and/or the Platform may be unstable and may not work error free. We do not warrant that the functions contained in the Platform will meet your requirements or that the operation of the Platform will be uninterrupted or error free. Moreover, We reserve the right, at any time and for any reason, to discontinue, redesign, modify, enhance, change and/or patch the Website and/or the Platform including without limitation, the structure, specifications, "look and feel," navigation, features and other elements of the Website and/or the Platform or any part thereof.
- 21.2. **Technical Requirements.** You must provide and maintain adequate technical means on which You access the Website and/or the Platform. These technical means must include at least a personal computer/mobile device/tablet and Internet access by any means. Access to the Internet is an essential feature and You shall be solely responsible for any fees necessary in order to connect to the Internet. Furthermore, as You are using Your personal computer or device in order to access the Platform, You are strictly and solely liable for the integrity and proper storage of any data associated with the Platform or the Services. By using the Platform, You represent and warrant to Us that You have installed and implemented appropriate means of protection relating to the security and integrity of your computer or device and that You have taken appropriate action to protect your system from computer viruses or other similar harmful or inappropriate materials, devices, information or data. We will not be liable to You in the event that your computer system or device fails, or damages, destroys and/or formats your records and data. Furthermore, if You incur delays and any other form of data integrity problems that are a result of your hardware configuration or mismanagement, We shall not be liable. You further undertake to protect Us from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to our system from your personal computer or device.
- 21.3. **Technical Problems.** As a provider of technology, We remind You that in some circumstances the use of the Internet can at times be unreliable and at times You may experience trouble connecting. You hereby undertake that We will not be liable, and You will not hold or seek to hold Us or any of our officers, employees agents or service providers liable, for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects. We do not represent, warrant, guarantee or claim that You will be able to access or use the Platform at all times and from any location.

- 21.4. **Disconnections.** If You are suddenly disconnected from the Platform You may lose any data, information or instructions which had not been actually transmitted to the Platform before such disconnection happened.
- 21.5. **Maintenance.** We maintain our continuing right to temporarily shut down our operations and close or limit access to the Platform for any or all Users at any time. We may do so at any given time, without notice. If We do so, We maintain the right to close all open transactions.

22. PROHIBITED TECHNIQUES

- 22.1. **Circumvention & Reverse Engineering.** You shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that We have applied to the Platform. If, at our sole discretion, You are in breach of this Section 22, We may terminate your access to the Platform and block your Account immediately, and the Blackmoon Platform may inform relevant third parties of your breach of this Section 22. We have developed, and will continue to develop tools necessary to identify fraudulent or unlawful use of the Platform.
- 22.2. **Artificial Intelligence Software.** It is absolutely prohibited to use any software which purpose is to apply any kind of artificial intelligence analysis to Our system relating to the use of the Platform. In the event that We determine, at our own discretion, that artificial intelligence software has been used We reserve Our right to take action as We see fit, including completely blocking access to the Platform and/or blocking and/or terminating the relevant User Account(s).
- 22.3. **Other Prohibited Techniques.** You agree that You will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Website, the Platform and/or the Services, such as: (1) anything that could disrupt, negatively affect or inhibit other Users, or could damage, disable, overburden or impair the Website, the Platform and/or the Services, (2) using any robot, spider, crawler, scraper or other automated means to access the Website, the Platform and/or the Services or to extract data, (3) using or attempting to use another User's Account without proper authorization (and, where applicable, written consent of Blackmoon), (4) attempting to access any portion of the Website, the Platform and/or the Services for which You do not have authorization, (5) developing any third-party applications that interact with the Website, the Platform and/or the Services, and (6) encouraging or inducing anyone to engage in any of the activities or techniques prohibited by this Section 22 or other impermissible activities.

23. CONFLICTS OF INTEREST

- 23.1. Under the Applicable Regulations We are or may be from time to time required to have in place arrangements with a view to taking all reasonable steps to prevent conflicts of interest constituting or giving rise to a material risk of damage to the interests of the Users. We have established and comply with a conflicts of interest policy to identify and manage such actual or potential conflicts of interest. Where We are unable to prevent a potential conflict of interest, We will notify You in writing about the nature and sources of potential conflicts of interest, so that You can make an informed decision on the potential investments or recommendations involved.
- 23.2. You accept and confirm that a conflict of interest may arise when the interest of Blackmoon, the Platform and their affiliates competes or may appear to compete with your interests under these Terms and Conditions.

24. MISCELLANEOUS

- 24.1. **Taxation.** You hereby acknowledge and understand that We do not collect any taxes for any government authority in any form or manner and You further understand that it is your own responsibility to calculate and pay all applicable taxes in your country of residence or elsewhere arising as a result of your activity on the Platform. Notwithstanding the above and without derogating in any way from your sole, exclusive and personal obligation to pay taxes in your local jurisdiction, You unequivocally agree that We may withhold and deduct any taxes due under applicable law and regulations that may arise from the results of your investment via the Platform.
- 24.2. **Governing Law and Jurisdiction.** These Terms and Conditions, their acceptance by You and the formation of the contract between You and Us based on the same, shall be governed by and construed in accordance with the laws of Cayman Islands. By using the Platform and our Services You agree to recognize all electronic and magnetic data and documentation as admissible evidence when settling a dispute regarding any trades and investments effected pursuant to these Terms and Conditions. The courts in the Cayman Islands shall have sole and exclusive jurisdiction regarding any dispute or claim arising hereunder.
- 24.3. **Termination.** These Terms and Conditions effective between You and Us may be terminated as follows:
- We reserve the right to terminate these Terms and Conditions and your Account and registration (including Your username and password) in the following cases:
- 24.3.1 If for any reason We decide to discontinue to provide the Services (in whole or in part), by providing at least 3 (three) calendar days' notice (which may be provided by email, short text message etc.);
- 24.3.2 If We believe that You have breached any of the terms of these Terms and Conditions, immediately without notice;

- 24.3.3 If Your use of the Platform has been in any way improper or breaches the spirit of these Terms and Conditions, immediately without notice;
- 24.3.4 Upon an issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up proceedings in which You are involved, immediately without notice; or
- 24.3.5 Upon the death of the User, immediately without notice.
- 24.3.6 You may terminate these Terms and Conditions and your Account and registration (including your username and password) at any time via the tools available on the Platform or by sending an email to Blackmoon Platform, such termination to take effect upon the Platform terminating your Account and registration (including username and password), which shall generally occur within 7 calendar days after receipt of your email by the Platform, provided that You shall remain responsible for any activity on your Account that occurs prior to the actual termination of your Account.
- 24.3.7 Termination of these Terms and Conditions will not extinguish or alter any rights, obligations or liabilities of You or Us that accrued prior to such termination. In addition, the following sections shall survive any termination of these Terms and Conditions (to the extent capable of survival): Sections 9, 10, 17, 18, 19, 20, 21, 22, 23 and this Section 24.
- 24.3.8 If these Terms and Conditions are terminated for any reason due to suspected misconduct by the User, Blackmoon Platform reserves the right to withhold any funds or assets in the Account until the matter is resolved. Any decision made by Blackmoon Platform regarding the matter will be final.
- 24.4 **Severability.** If any part of these Terms and Conditions is unlawful, void or determined to be unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.
- 24.5 **Headings.** Headings used in these Terms and Conditions are for convenience purposes only and shall not be considered for the purposes of construing of the provisions hereof.
- 24.6 **Modifications.** No provision of these Terms and Conditions can be amended by You, in any respect, except as evidenced and agreed in a writing by a competent officer or authorized representative of Blackmoon Platform, and in entering into these Terms and Conditions, You have not relied on, or been otherwise induced by, any matter not contained in such a writing. Our User support department employees are not authorized to amend or to waive the terms of these Terms and Conditions in any respect. We reserve the right to amend, revise, modify, and/or change these Terms and Conditions at any time.

24.7 **Assignment.** Subject to any law or regulations which Blackmoon Platform considers applicable to the circumstances, upon notice to You, Blackmoon Platform may assign these Terms and Conditions and/or any of our rights and/or obligation hereunder to another registered or authorized or unauthorized investment professional. You may not assign these Terms and Conditions without the Platform's consent (which may be withheld for any reason) and the consent of the assignee rendered in a manner which is acceptable to Blackmoon Platform.

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