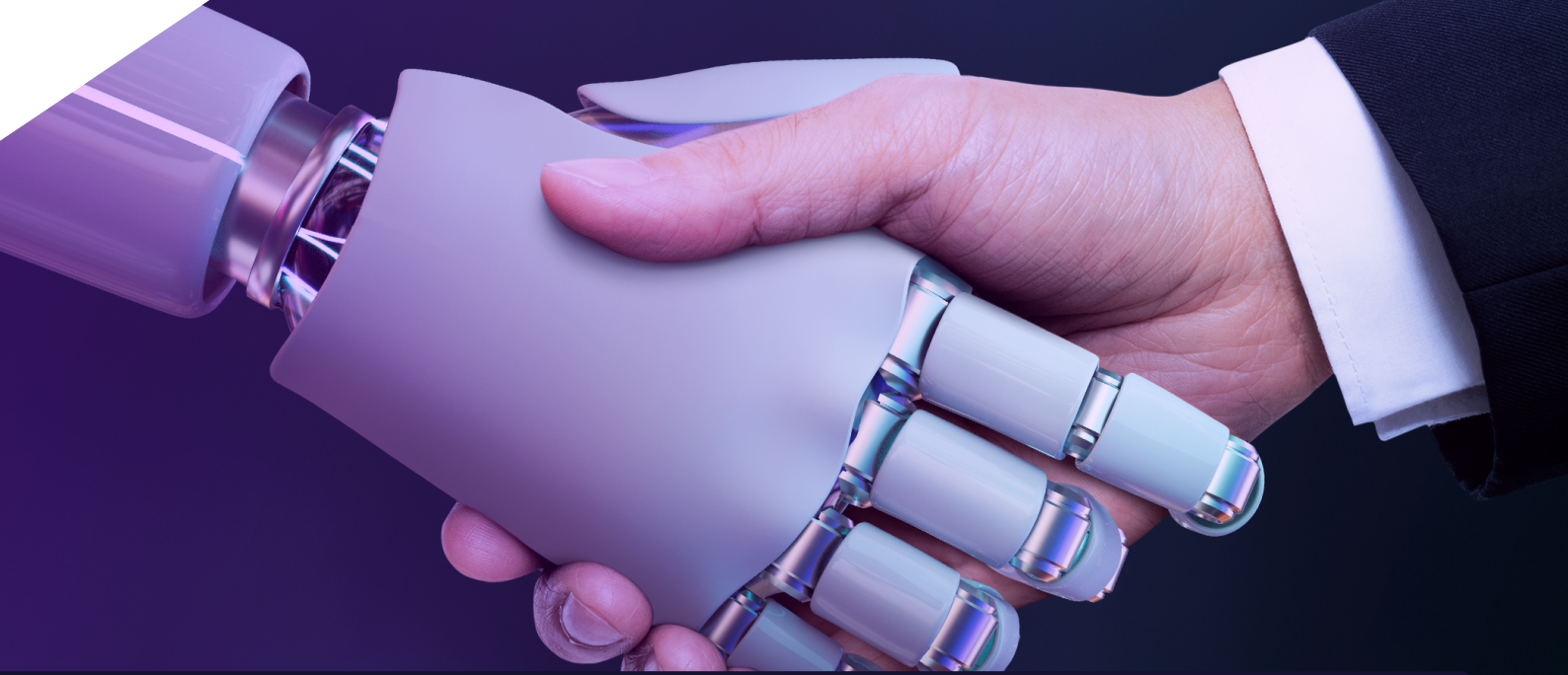


CALASSYS
CALCULUS ASSET SYSTEM



TERMS OF SERVICE



www.calassys.com

General

Welcome to www.calassys.com (this "Site")!

These terms of service (the "Agreement") constitute the agreement between you (hereinafter referred to as "you" or "your") and Calassys operators (as defined below, hereinafter referred to as "we", "us" and "our") governing your use of this Site/App, your Account and the Services (as defined below).

Before using the Services, please read carefully all of the terms and conditions of this Agreement, Terms of Privacy Policy, Important Information About Use Of The Calassys Platform And Risk Disclaimer ("Disclaimer") and each of the other agreements that apply to you.

By opening and using an Account, you agree to comply with all of the terms and conditions in this Agreement and the following policies: Privacy Policy, Disclaimer, and any other agreements that apply to you.

We may amend, modify, update and change any of the terms and conditions contained in the Agreement from time to time. We will notify you of any amendment, modification, update and change by publishing a new version of the Agreement here, or by email. Any new version of the Agreement will take effect immediately upon publication on the Site or the App, and your use of the Site, the App and/or the Services after any changes to this Agreement will be deemed to constitute your acceptance of the new version of the Agreement.

If you do not agree with any changes to this Agreement, you must cease using the Services, terminate to use your account without cost or penalty, if any liabilities or fees that you may have owed us so far have been paid off. This Agreement will continue to apply to your previous use of our services. If you continue to use the Services, it shall be deemed that you accept and agree to be bound by the revised or new version of the Agreement.

ELIGIBILITY

In order to use the Services, you must meet the following eligibility:

1. If you are an individual, you must be at least 18 years old, to open an Account and use the Services.
2. You are not in, under the control of, or a national or resident of Afghanistan, Cuba, Iran, North Korea, Syria, and Canada (each a "Prohibited Jurisdiction"), or if you are a person on the economic sanctions lists as published from time to time by applicable authorities (a "Prohibited Person").
3. You shall not supply any acquired or stored digital asset or Service to a Prohibited Jurisdiction, a national or resident of a Prohibited Jurisdiction, or a Prohibited Person.
4. This Site may cancel and/or suspend your Account and/or block transactions immediately, with or without notice, in the event a state, province, territory or country becomes a Prohibited Jurisdiction, or we determine, in our sole discretion, that you do not meet the eligibility requirements set forth in the Agreement.

Definitions

1. Calassys refers to an ecosystem comprising Calassys websites (whose domain names include but are not limited to <https://www.Calassys.com>), clients and other applications that are developed to offer Calassys Services.
2. "You" or "Your" refers to anyone who access to Services through the Site www.Calassys.com, API or Apps.
3. "User" means those Users who has successfully registered with this Site and has passed necessary Know-Your-Client procedures to use Services.
4. "Account" means a User's account with this Site.

Account

1.Create an Account

1.1 In order to use the Services, you must create an Account. You will be asked to provide certain registration details and information that identifies each person who opens an Account. We may, in our sole discretion, refuse to open an Account for anyone. We do not allow duplicate accounts to be opened by you and will open one and only one account per User. You agree not to circumvent any operational or technological measure that controls the number of accounts you can maintain with us.

1.2 In order to open and maintain an Account, you must list your authentic country/region of residence and provide us with accurate and updated account information, including but not limited to personal information, financial information, or other information related to you or your business.

1.3 You will need a valid mobile number and email address to open an Account which may be required to be verified by us, and you must set up a password for your Account. You represent and warrant that you have full legal title and ownership of such mobile number or email address you provide to us, and that you will be solely responsible for the use of such mobile number or email address for the purpose of creating an Account.

2.Identity Authentication

2.1 You must complete any verification procedures requested by us before you are permitted to use the Services. You agree to provide us with any information we request and permit us to keep a record of such information for a minimum of seven years or as otherwise required by applicable laws.

2.2 Information we may request may include your name, address, telephone number, e-mail address, date and place of birth, taxpayer identification number, a government identification, information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) and other information as necessary. Your ability to access and use the Services, in whole or in part, may depend on the information you provide. You confirm that the information you provide is and will

be accurate and authentic. You agree to keep your account updated if any of the information you provide changes.

2.3 You authorize us and our representatives and third parties who provide service to us to make any inquiries we consider necessary to verify your identity or protect you, the Services, and/or us, and to take any action we 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 credit reference, fraud prevention, and financial crime agencies, and that these agencies may respond to our inquiries in full.

3.Control and Security of Account Information

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers, public or private keys or any other codes that you use to access your Account and the Services. Any loss or compromise of the foregoing information may result in unauthorized access to your Account by third-parties and the loss or theft of all or any digital assets held in your Account and any associated accounts. We bear no responsibility for any loss that you may sustain due to loss or loss of control of your account due to no fault of this Site and/or failure to follow or act on any notices or alerts that we may send to you. In the event you believe your Account information has been compromised, you may contact Customer Support immediately at service@Calassys.com.

4.Log into Account

In order to log into your Account, you will be required to provide your username and password. In some cases, in our sole discretion, we may require additional verbal or electronic confirmation of a transaction prior to processing such transactions.

5.Use of Account

5.1 You agree to use the Services only for your personal use as Account owner, and not on behalf of any third party, unless you obtain written approval from this Site. You may not sell, lease, furnish or otherwise permit or provide access to your Account to any other entity or to any individual. You understand and agree that you are responsible for all orders, trades, and other instructions entered in the Services, including identifiers, permissions, passwords, and security codes associated with your Account.

5.2 Third-Party Access. If, to the extent permitted, you grant express permission to a third party to access or connect to your Account, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your Account. Further, you acknowledge and agree that you will not hold this Site responsible for, and will indemnify this Site from, any liability arising out of or related to any act or omission of such third party.

Services

This Site allows Users to buy and sell digital assets by creating, hosting, maintaining and providing our Services to you via the internet. Specifically, our Services include:

1.Trading Robot

1.1 Risk of trading on the Site and the App and holding digital assets can be substantial. We do not offer any protection from future market performance so you could lose some or all of your investment.

1.2 Trading Robot. A User may, in his/her sole discretion, elect to use various automated trading systems ("Robots") offered by the Site and the App, as opposed to manually inputting orders to buy and sell digital assets on the Site and the App. You will be required to fill in the trading parameters in order to use the Robot services, and the operation of any Robot is dictated by the parameters set by the Users. All trading parameters are editable and must be confirmed by the Users prior to operation of the Robot. All actions executed by the Robots are based on predetermined algorithmic or mathematical formula within the fixed parameters chosen and confirmed by the User. No Robot has the ability to exercise any discretion with regard to a Digital Asset Transaction without the input of the User. A User may stop the operation of any and all trading Robots at any time, and withdraw all digital assets at a given point in time. The Robot will immediately start to cease operation upon the User's instruction. Depending on the type of operating Robot, the ceasing of operation can be effective immediately upon the User's instruction, or can be effective after a reasonable period of time upon the User's instruction. We bear no responsibility for any loss that you may sustain from the Robots, and you shall be solely accountable for the loss or profit incurred by the Robots.

1.3 For the avoidance of doubt, we do not provide investment, tax, or legal advice, Also, we do not broker trades on your behalf. No Service provided by us shall be deemed as providing advice or brokering trades.

2.Transfer to and from your Account

2.1 You may transfer supported digital assets from your digital wallet or your digital asset account with third party service providers to your Account. The amount transferred will be held as a balance in your Account. You will need a balance to use the trading services.

2.2 You may withdraw digital assets from your Account to your digital wallet address or your digital asset account with third party service providers, provided that there must be sufficient balance in your Account to enable such withdrawal.

2.3 TRANSFERRING DIGITAL ASSETS INTO OR OUT OF YOUR ACCOUNT MAY BE SUBJECT TO LIMITS. ALL LIMITS WILL BE DISPLAYED IN YOUR ACCOUNT. Your transaction limits may vary depending on your identity verification level. We reserve the right to change applicable limits as we deem necessary in our sole discretion. If you wish to raise your limits beyond the posted amounts in your Account, you will be required to complete additional verification. We may require you to submit additional information about yourself or your business, provide photo identification or financial records, and/or arrange for meetings with our staff (such process, "Enhanced Due Diligence"). In our sole discretion, we may refuse to increase your limits, or we may lower your limits at a subsequent time even if you have completed Enhanced Due Diligence.

2.4 Transfer of digital assets to and from your Account may be subject to applicable laws and regulations. Therefore, we may require information of the beneficiary's account, including beneficiary's name, address, government identification, date and place of birth, digital asset account, prior to execution of a transfer from your Account. Such information may also be required when you transfer digital assets to your Account. We shall not be held accountable for transfer delay or failure and any loss or liability incurred from such delay or failure due to insufficient information of the beneficiary or your Account.

3. Digital Assets Risks

3.1 GENERAL RISKS. USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK,WHICH CAN BE SUBSTANTIAL. WE DO NOT PROVIDE INVESTMENT, TAX, OR LEGAL ADVICE.

ALL TRANSACTIONS ARE FILLED AUTOMATICALLY, BASED ON YOUR INSTRUCTIONS, AND YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER ANY TRADING, TRADING STRATEGY OR RELATED TRANSACTION IS APPROPRIATE FOR YOU BASED ON YOUR PERSONAL INVESTMENT OBJECTIVES, FINANCIAL CIRCUMSTANCES AND RISK TOLERANCE. THERE IS NO GUARANTEE AGAINST LOSSES.

3.2 Digital asset protocols. We use various blockchains and/or blockchain technology to process your digital asset transactions, for example, the Ethereum blockchain. All blockchains and/or blockchain technology may experience unintended events or consequences, including but not limited to backlogs, higher than normal transaction fees, changes to the network, failure, or forks in the protocol. We do not own or control any blockchain or blockchain technology, are not responsible for the operation of the blockchain network, and make no guarantee regarding the blockchain network's security, functionality, or availability. You may suffer loss as a result of any such events or consequences, and we will not compensate you for such loss. You acknowledge and accept that we have sole discretion to determine our response to any operating change to any digital asset protocol and that we have no responsibility to assist you with unsupported currencies or protocols.

Licenses; Intellectual Property

1.App Licenses

Subject to your compliance with this Agreement, we grant to you a limited, non-exclusive, non-sublicensable, non-transferable license to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App solely for your own personal purposes. You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in this Agreement, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to multiple Users through any means. We reserve all rights in and to the App not expressly granted to you under this Agreement.

2.Content Licenses

2.1 Definitions. For purposes of this Agreement: (i) "Content" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) "User Content" means any Content that you provide to be made available through the Services.

2.2 Content Ownership. We and our licensors exclusively own all right, title and interest in and to the Content excluding the User Content, including all associated intellectual property rights. You acknowledge that the Services (which, for greater certainty, includes the Content and the provision of Content) are protected by copyright, trademark, and other laws of any applicable jurisdiction. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content.

2.3 Rights in Content granted by us. Subject to your compliance with this Agreement, we grant to you a limited, non-exclusive, non-transferable and revocable license, with no right to sublicense, to, during the term of this Agreement, access and view the Content (excluding your User Content) solely in connection with your approved purposes as permitted by us from time to time. Unless otherwise approved by us, you may not use the Content for any non-personal purpose. Any other use of the Services or Content is expressly prohibited. You acknowledge that subject to the rights granted to you in this Agreement with respect to the Content, all other right, title, and interest in the Services and Content is exclusively the property of us and our licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part.

2.4 Not Responsible for Content. We will use reasonable efforts to verify the accuracy of any Content, but we make no representations about the accuracy, quality, timeliness, authenticity or completeness of the Content, express or implied, statutory or otherwise, including the historical digital assets price data available through the Services, or any information on any third party websites site even if links to such sites are provided through the Services. We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including if we, at our sole discretion, consider any Content to be objectionable or in violation of this Agreement. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS OF ANY KIND, FROM ACTION TAKEN, OR TAKEN IN RELIANCE ON ANY CONTENT.

2.5 Rights in User Content Granted by You. We do not claim any ownership rights in any User Content and nothing in this Agreement will be deemed to restrict any rights that you may have to use and exploit your User Content.

By making any User Content available through the Services you hereby grant this Site a non-exclusive, irrevocable, perpetual, transferable, worldwide, royalty-free license, with the right to sublicense (i) to use, copy, modify, distribute and display your User Content in connection with operating and providing the Services; and (ii) for our other internal business purposes such as improving the Services. If such User Content contains the personal information of third parties, you represent and warrant that you have obtained the appropriate consents and/or licenses for your use of such information and that we and our sub-licensees are allowed to use them to the extent indicated in this Agreement.

2.6 Your Responsibility for User Content. You are solely responsible for all your User Content. You represent and warrant that you own all your User Content and/or you have all rights that are necessary to grant us the license rights in your User Content under this Agreement. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by us on or through the Services, will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

2.7 Removal of User Content. You may remove your User Content by specifically deleting it. However, in certain instances, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services or outside of the Services (such as when any User Content that you make available to the public is copied and distributed by other Users of the Services). We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content. Although we are not obligated to monitor access to or use of the Services or to review, edit or remove any User Content, we reserve the right to do so and may retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request.

3. Marks. "Calassys", "Calassys.com" and all other URLs, logos and names related to the Services or displayed through the Services (collectively, "Marks") are either trademarks, service marks, or registered marks of us or our licensors. You may not copy, imitate or use any Mark without our prior written consent, unless such use is permitted by this Agreement or is necessary as part of your use of the Services.

Restricted Activities

1.Restricted Activities

In connection with your use of the Services, your Account, or in the course of your interactions with us, other Users or third parties, you will not:

- 1.1 Breach this Agreement or any other agreement between you and us;
- 1.2 Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising) ;
- 1.3 Infringe our or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- 1.4 Act in a manner that is defamatory, trade libelous, threatening or harassing; or threaten and/or harass our employees, agents or other Users;
- 1.5 Provide false, inaccurate or misleading information;
- 1.6 Hold or trade what we reasonably believe to be potentially fraudulent digital assets;
- 1.7 Engage in potentially fraudulent or suspicious activity and/or transactions;
- 1.8 Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- 1.9 Control an account that is linked to another account that has engaged in any of these restricted activities;
- 1.10 Circumvent any our policy or determinations about your Account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including but not limited to engaging in the following actions: attempting to open new or additional Account(s) when an account has been restricted, suspended or otherwise limited; opening new or additional Accounts using information that is not your own (e.g. name, address, email address, etc.), using someone else's Account or abusing promotions which we may offer from time to time;

1.11 Disclose or distribute another User's information to a third party, or use such information for marketing purposes unless you receive the User's express consent to do so;

1.12 Take any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or the Services;

1.13 Facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any system, data, information or Services;

1.14 Use any robot, spider, other automatic device, or manual process to monitor or copy our websites without our prior written permission; use any device, software or routine to bypass our robot exclusion headers; or interfere or disrupt or attempt to interfere with or disrupt our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, any of the Services or other Users' use of any of the Services;

1.15 Copy, reproduce, communicate to any third party, alter, modify, create derivative works, publicly display or frame any content from our websites without our or any applicable third party's written consent.

1.16 Reveal your account password(s) to anyone else, nor use anyone else's password. We are not responsible for losses incurred by you arising as the result of misuse of passwords, which situations include the use of your account by any person other than you.

1.17 Place orders for the purpose of generating unnecessary volatility or creating a condition in which prices do not or will not reflect fair market values. This can include artificially buying and selling around the same price to artificially increase volume, splitting an order in order to create more trade executions and the appearance of more trading activity, or using successive trade executions to show artificial momentum in a particular direction.

1.18 Place orders with the sole intent of canceling the bid or offer before execution.

1.19 Pre-arrange any order with another person for the purpose of creating an artificial execution.

1.20 Place orders for the purpose of assisting another person to engage in transactions.

1.21 Place simultaneous buy and sell orders that could potentially execute against each other.

2. You agree and represent you are not and will not be engaged in any of these Restricted Activities. We have the right to investigate violations of this Agreement or conduct that affects the Services. Further, we reserve the right to cancel and/or suspend your Account and/or block transactions or freeze digital assets held in your Account immediately and without notice if we determine, in our sole discretion, that your Account is associated with a Restricted Activity.

3. Liabilities for Restricted Activities

If we believe that you've engaged in any of these Restricted Activities, we may take a number of actions to protect us, Users and others at any time in our sole discretion. The actions we make take include, but are not limited to, the following:

a) Terminate this Agreement, limit your Account, and/or close or suspend your Account, immediately and without penalty to us;

b) Refuse to provide the Services to you now and in the future;

c) Limit your access to this Site, the App, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, your Account or any of the Services, including limiting your ability to trade or make withdrawals;

d) Hold your Account balance if reasonably needed to protect against the risk of liability to us or a third party;

e) Hold, apply or transfer the digital assets in your Account as required by judgments and orders which affect you or your Account, including judgments and orders issued by courts anywhere and directed to us or our affiliates; or

f) Take legal action against you.

SUSPENSION AND RESTRICTION

1. Without limiting other remedies that may be available to us, we reserve the right, in our sole and absolute discretion, to limit or block access to or to suspend, deactivate or terminate your Account, impose limitations on part or all actions with your Account, discontinue the Services, and/or freeze part or all digital assets in your Account, at any time, with or without notice to you, if:

1.1.1 We are so required by applicable law or regulation or a facially valid subpoena, court order, or binding order of a government authority; or

1.1.2 We are unable to verify or authenticate any information you provide to us; or

1.1.3 We reasonably suspect you of using your Account in connection with a Restricted Activity; or

1.1.4 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; or

1.1.5 Due to insolvency or bankruptcy; or

1.1.6 We suspect your Account is involved in (or has a high risk of involvement in) money laundering, terrorist financing or any other type of financial crime or illegal activity; or

1.1.7 We believe, in our sole and absolute discretion, that your actions may cause legal liability for you, other Users or us; or

1.1.8 We believe that someone is attempting to gain unauthorized access to your Account; or

1.1.9 Your Account has no digital assets and has not been accessed in the prior year.

2. If we are notified of a court order or other legal process affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we do not have an obligation to contest or appeal any court order or legal process involving you or your Account.

When we implement a freeze or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the freeze or limitation may remain in place as long as reasonably necessary as determined by us.

User's Representations and Warranties

1. By using the Services, you expressly represent and warrant that:

1.1 You have the legal authority to enter into the Agreement; and that you will use the Site, the App and Services in accordance with our terms of use and fully perform all your obligations.

1.2 Your use of the Services will be in compliance with all laws that are applicable to you based on your jurisdiction and that you will not use the Services for any criminal or illegal activities as defined by any applicable law.

1.3 You will use the Services only for yourself, and not on behalf of any third party.

1.4 Any digital assets you use in connection with the Services belongs to you and is derived from legal sources.

Indemnification and Limitation of Liability

1. Indemnification

You must indemnify us and our affiliates (including each entity that we control, we are controlled by or we are under common control with), and each of their respective directors, officers, employees, agents, joint ventures, service providers and suppliers (collectively "Our Entities") for actions related to your Account and your use of the Services. You agree to defend, indemnify and hold us harmless from any claim or demand (including reasonable legal fees) made or incurred by any third party due to or arising out of your breach of this Agreement, your improper use of the Services, your violation of any law or the rights of a third party and/or the actions or inactions of any third party to whom you grant permissions to use your Account or access our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, or any of the Services on your behalf.

2.Limitation of Liability

2.1 IN NO EVENT SHALL WE BE LIABLE (A) FOR ANY AMOUNT GREATER THAN THE LESSOR OF (I) THE VALUE OF THE SUPPORTED DIGITAL CURRENCY HELD IN YOUR ACCOUNT; AND (II) \$10,000 OR (B) FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS), WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THIS SITE AND THE APP, OUR SOFTWARE, SYSTEMS (INCLUDING ANY NETWORKS AND SERVERS USED TO PROVIDE ANY OF THE SERVICES) OPERATED BY US OR ON OUR BEHALF, ANY OF THE SERVICES, OR THIS AGREEMENT, UNLESS AND TO THE EXTENT PROHIBITED BY LAW, EVEN IF AN AUTHORIZED REPRESENTATIVE OF US HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

2.2 Our liability to you or any third party in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, we are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) your use of, or your inability to use, our websites, software, systems operated by us or on our behalf (including any networks and servers used to provide any of the Services) or any of the Services; (2) delays or disruptions in our websites, software, systems operated by us or on our behalf (including any networks and servers used to provide any of the Services), and any of the Services; (3) viruses or other malicious software obtained by accessing our websites, software, systems operated by us or on our behalf (including any networks and servers used to provide any of the Services), any of the Services, or any website or service linked to our websites; (4) glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems operated by us or on our behalf (including any networks and servers used to provide any of the Services), any of the Services, or in the information and graphics obtained from them; (5) the content, actions, or inactions of third parties, including but not limited to any loss of digital asset due to the external provider as described in the Disclaimer; (6) a suspension or other action taken with respect to your Account; or (7) your need to modify your practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this Agreement, operating changes to digital asset protocols or our policies.

3. Force Majeure

We will not be liable for delays, failure in performance or interruption of the Services which result directly or indirectly from any cause or condition beyond our reasonable control, including any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and will not affect the validity and enforceability of any remaining provisions.

Disclaimer of Warranty and Release

1. No warranty. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO ANY PART OF THE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR AND WILL NOT BE LIABLE TO YOU FOR ANY USE OF OUR SERVICES, INCLUDING ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) User ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE; (C) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (D) ANY THIRD PARTY ACTIVITIES, INCLUDING THE USE OF VIRUSES, PHISHING, BRUTE FORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICES.

2. Computer Viruses. We will not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack.

3. Release of us. If you have a dispute with any other User, you release us from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

4. Without prejudice to and in addition to the provisions in clause 2, if you've violated this Agreement or any policies that apply to you, then you're responsible for damages to us and/or our affiliates caused by your violation. In addition, you will be liable to us for the amount of our damages caused by your violation of the Agreement. We may deduct such damages directly from any existing balance in any Account you control.

Dispute Resolution and Applicable Law

1. If a dispute arises between you and us, our goal is to learn about and address your concerns. If we are unable to do so to your satisfaction, we aim to provide you with a neutral and cost effective means of resolving the dispute quickly. You and us agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Disputes between you and us regarding the services may be reported to Customer Service. You and us further agree that you and us shall spend not less than three (3) months on full communication, consultation or mediation before either party submits the disputes in question for arbitration.

2. This Agreement will be governed by and interpreted in accordance with the English Common Law, without regard to conflict of law provisions.

3. You acknowledge and agree that, in case of any dispute, controversy, divergence or claim that can't be solved by consultation or mediation, including any dispute in connection with the existence, validity, interpretation, performance, breach or termination of this clause or any dispute concerning or arising out of this clause, (collectively referred to as the "Dispute"), the parties shall submit the Dispute to the International Chamber of Commerce International Court of Arbitration ("ICC International Court of Arbitration") according to the ICC Rules of Arbitration in effect. The arbitration shall take place in Belize and apply to applicable laws determined under the ICC Rules of Arbitration. Unless otherwise agreed by the parties hereto, only one arbitrator shall be appointed according to the ICC Rules of Arbitration. The arbitrator shall have the exclusive right to make a ruling on his/her right of jurisdiction, including but not limited to any objection to the existence, scope or validity of the arbitration agreement or the arbitrability of any claim or counterclaim. The arbitration shall be conducted in English. The arbitrator shall, regardless of the method of arbitration, issue a reasonable written decision to explain the arbitration award, its basic conclusion and the conclusion (if any). The arbitration award shall be final and binding upon the you and us, and may be enforced by any court of competent jurisdiction.

4. Class Action Waiver. YOU AND US AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Risk Reminder

1. You are solely responsible for understanding and complying with any and all laws, rules and regulations relating to the use of the Services in your jurisdiction.

2. Digital assets are based on underlying blockchain technology. The underlying blockchain may experience backlogs, higher than normal transaction fees, changes to the network, failure or a fork in the protocol. We do not own or control any underlying blockchain and is not responsible for the operation of the network and make no guarantees regarding the network's security, functionality, or availability.

3. Legislative and regulatory changes or actions at the state, provincial, national or international level may adversely affect the use, transfer, exchange and value of digital assets.

4. Transactions in digital assets may be irreversible and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.

5. Some digital asset transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you or any other person initiates the transaction.

6. Digital assets in a given address are controlled by the private key of the holder of the address. If the private key is compromised or lost, the digital assets in that address may be stolen or lost or otherwise unrecoverable. Any loss associated with the incidence relating to private key shall be User's own obligation and liability.

7. If any or all of your digital assets is custodied by an External Provider, you may lose any or all of your digital assets due to misconduct, negligence, bankruptcy or insolvency of the External Provider, any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software. We shall not be liable for any loss you may sustain under such circumstance.

8. There is no legal entity that controls cryptocurrencies. Rather, cryptocurrencies rely on decentralized blockchain technology to safeguard assets and its movements. In the event of a crisis, there is no entity that will protect the cryptocurrency market to minimise your losses.

9. The value of some digital assets may be derived from or influenced by the continued willingness of market participants to exchange fiat currencies for digital assets, which may result in the potential permanent and total loss of value of a particular digital asset. The volatility and unpredictability of the price of digital assets relative to fiat currency may result in significant loss.

10. There is no assurance that a person who accepts digital assets as a payment today will continue to do so in the future.

11. The nature of digital assets may lead to an increased risk of fraud or cyberattack and may mean that technological difficulties experienced by us may prevent access to, or use of, your digital assets. The value of your digital assets may also be effected by the increased risk of fraud or cyberattack.

12. We may not be regulated as a financial institution, a money service provider or equivalent in your jurisdiction.

13. This Agreement does not disclose all of the risks associated with payment in digital assets. You acknowledge and agree that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of those risks for you in light of your circumstances and financial resources. We are not giving tax advice, legal advice or other professional advice by allowing you to use the Site, the App or the Services. No Material on our Site or APP, including FAQs or blogs, shall be considered tax advice, legal advice or investment advice.

Amendment and Termination

1. Amendments

We may amend, modify, update and change any of the terms and conditions contained in the Agreement from time to time. We will notify you of any amendment, modification, update and change by publishing a new version of the Agreement here, or by email.

Any new version of the Agreement will take effect immediately upon publication on the Site or the App, and your use of the Site, the App and/or the Services after any changes to this Agreement will be deemed to constitute your acceptance of the new version of the Agreement.

2.Termination by Us

We may, at any time, terminate the Agreement unilaterally, with immediate effect, for any reason, including but not limited to where:

2.1 we are required to do so by law, regulation, competent court order, or other competent authority;

2.2 we reasonably believe that we need to do so in order to protect our reputation;

2.3 we consider you to be in breach of the provisions contained in the Agreement, or applicable law or regulation or in conflict with our compliance policies;

2.4 we reasonably suspect illegal activity including money laundering, terrorist financing, fraud or any crime (financial or otherwise);

2.5 any of our third party service providers deny providing you the Services;

2.6 force majeure events, including operational and technical errors occurs; and

2.7 upon our request, you have failed to provide us with information, or the information provided does not meet our requirements.

3.Termination by You

You may, at any time, terminate the Agreement, with immediate effect, for any reason. Upon termination of the Agreement, you shall stop using the Site, the APP and/or the Services.

4.Retaining Information

Following the termination of the Agreement, we may retain your personal information for as long as we have a business or tax need or as required under applicable laws.

Miscellaneous

1.Assignment

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent. We reserve the right to assign our rights without restriction, to any affiliate or subsidiary of us, or to any successor in interest of any business associated with the Services. Any attempted transfer or assignment in violation hereof will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assignees.

2.Relationship of the Parties

We are an independent contractor for all purposes. Nothing in this Agreement will be deemed or is intended to be deemed; nor will it cause, you and us to be treated as partners, joint ventures, joint associates for profit, or as the agent of the other.

3.No Waiver

Our failure to act with respect to a breach of any of your obligations under this User agreement by you or others does not waive our right to act with respect to subsequent or similar breaches.

4.Unclaimed Property

If we are holding digital assets in your Account, and we are unable to contact you and has no record of your use of the Services for an extended period, applicable law may require us to report such digital assets as unclaimed property to the applicable jurisdiction. If this occurs, we will try to locate you at the address shown in our records, but if we are unable to locate you, it may be required to deliver any such digital assets to the applicable state or jurisdiction as unclaimed property. We reserve the right to deduct a dormancy fee or other administrative charges from such unclaimed digital assets, as permitted by applicable law.

5.Complete Agreement and Survival

This Agreement and the Privacy Policy, along with any applicable policies on the Site and App, sets forth the entire understanding between you and us with respect to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including any prior versions of this Agreement), and every nature between and among you and us. All such terms which by their nature should survive, will survive the termination of this Agreement.

6.Severability

If any provision of this Agreement is held to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision shall be struck and the validity or enforceability of any other provision of this Agreement will not be affected.

7.Improperly Filed Claim

All claims you bring against us must be resolved in accordance with this Agreement. All claims filed or brought contrary to this Agreement shall be considered improperly filed and a breach of this Agreement. Should you file a claim contrary to this Agreement, we may recover attorneys' fees and costs (including in-house attorneys and paralegals), provided that we have notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

8.Electronic Communications

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your Account and your use of the Services. We will provide these Communications to you by posting them on the Site or through the App, emailing them to you at the primary email address listed in your profile, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification. You understand and agree that if we send you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, we will be deemed to have provided the Communication to you. You may update your information by contacting Customer Support at service@Calassys.com. You may be asked to provide personal information to verify your Account.

9. Terms in English; Translation of agreement

It is the express wish of the parties that these terms and any directly or indirectly related documents be drawn up in English. Any translation of this Agreement is provided solely for your convenience and is not intended to modify the terms of this Agreement. In the event of a conflict between the English version of this Agreement and a version in a language other than English, the English version shall prevail.



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