



Liquid Latam, Ltd. (Solidus OTC) | Terms and Conditions

LAST UPDATED: Monday, August 23th, 2021.

Terms and Conditions of Use (the "Terms of Use") for the provision of the Over The Counter services (as said term is defined below) offered by "Liquid Latam Ltd." ("LL"), through its Site.

Please read these Terms of Use carefully, as well as any other related document, which will include the agreements between you and LL in the provision of the Services indicated below.

**BY CLICKING ACCEPT, OR BY ACCESSING OR USING OUR SERVICES (AS DEFINED IN THESE TERMS OF USE), YOU ACCEPT THESE TERMS OF USE IN FULL, AS WELL AS THE OTHER TERMS INCORPORATED BY REFERENCE.**

**PRELIMINARY. -**

These Terms of Use govern the contract for the provision of Over The Counter services, on a principal trading basis, on the one hand, by LL and on the other hand, by You, in your own right or that of the legal entity that in your case it represents (hereinafter the "Client" and jointly with LL as the "Parties"), so when accessing and / or making use of the Services of LL (as said term is defined below), or Any other electronic means that allows you to use any Service provided by LL, you accept these Terms of Use.

The Client accepts and acknowledges that LL may modify, at any time, these Terms of Use, which he tacitly accepts. In this sense, each time an update is made to them and the Client continues to use the platform, it will be considered that they have tacitly accepted said modifications and that the current version of the terms will retroactively govern any activity carried out by the Client. Similarly, the Client undertakes to review the Terms and their applicability periodically.

The use and access to our site or our Services is not allowed from those States or jurisdictions with respect to which, in accordance with various legal and regulatory prohibitions, (i) it is not possible to carry out said operations or (ii) in the event that it is considered a risky operation when carrying out in certain jurisdictions and / or LL considers that it is not possible to carry out such operations. Depending on the Client's connection location, some Services may not be available. LL is not responsible for the actions taken by Clients in contempt of this provision and we reserve the right to stop providing, without prior notice, our Services to said Clients.

LL states that it is a British Virgin Island Corporation, formed on June 18th, 2019, with Registration Number 2015591, Legal Entity Identifier (LEI) 984500FAFDU63B3DEC77, with Registered Address located at Craigmuir Chambers, Road Town, Tortola, VG 11100, BVI.



## CLAUSES. -

### **First: Object.**

The purpose of this agreement is to regulate the existing relationship between LL and the Client, with the understanding that LL is an Entity that provides Over The Counter Services, on a principal trading basis, to which the Client will have access and from which the Client may acquire or sell Digital Assets.

### **Second: Consent.**

The Parties agree that regardless of the signature or absence of the signature of the Terms of Use, they will be considered consented, regardless of whether or not there is any means of acceptance (including without limiting any click or act of express consent), (i) when accessing or making use of the LL Services (as defined below), (ii) accessing the LL website (<https://www.solidusotc.com/>) or (iii) when using any service provided by LL. If the Terms of Use are not acceptable to the Client, the Client must immediately suspend the use of any service, platform, means of provision or payment operated or administered by LL.

The Client acknowledges that the acceptance of these Terms of Use has the same legal effect as if the physical or digital signature had been embodied in an agreement of wills and accepts that their consent will be obtained electronically in the following terms.

### **Third: Definitions.**

For the purposes of the Terms of Use, the terms with an initial capital letter will have the meanings indicated below, except on those occasions when they are not in accordance with the text:

"**The Site**", "**Site**": Means of access to the Services, both on the mobile platform and on the web platform (<https://www.solidusotc.com/>).

"**LL**" "**We**", "**Our**", "**COMPANY**", or other equivalent terms.

"**Commission**": The rates to which the Services will be subject.

"**Registration**", "**Registry**": The registration opened in LL for each Client whose purpose is to carry out different transactions by said Clients and whose treatment will be indicated in these Terms and Conditions and Privacy Notice.

"**Financial entity**": The holding companies and their holding companies of financial groups, credit institutions, brokerage houses, stock exchanges, investment fund, operating companies, mutual fund share distribution companies, credit unions, auxiliary credit organizations, exchange houses, multiple-purpose financial companies, popular financial companies, community financial companies, among others.

"**Services**": the services provided by LL that consist of the provision of liquidity and buying and selling Digital Assets and converting from/to FIAT, through computer applications (including mobile applications), internet page interfaces or any other means of electronic or digital communication.

"**User**", "**You**" or "**Clients**": indistinctly, the users of the LL Services, including without limitation registered Clients, as well as any visitor who uses the LL Site, regardless of the level at which their registration is found verified.



#### **Fourth: LL Operation Services.**

Through the continued use of our Site, as well as the acceptance of these Terms of Use, the Client acknowledges and agrees that:

The Client must be registered in accordance with the policies applicable to the type of registration that corresponds (Individual or Entity). In order to register as a Client, you must be at least 18 years old and have the necessary legal capacity to be bound and accept the Terms of Use. In the case of legal entities, only those people who have the necessary faculties to compromise before LL in the celebration of any legal act, after validation of the necessary requirements, may use the functions of our site or our Services. Clients' transactions will be understood to have been carried out and therefore effective when they have been confirmed by LL and not necessarily when the Client has initiated or ordered them. Operations are irreversible once executed. The Client acknowledges and assumes any risk arising from operations under these Terms of Use.

The Client acknowledges that, even when LL is at the forefront in terms of technological security, there are various technological and cyber risks, including fraud, that are inherent to the use of electronic or digital means in the financial system, including the operation with Electronic Payment Funds and the use of technological platforms in general for which in no case will LL be responsible. The Client acknowledges and accepts that the LL Services do not have any type of insurance for the deposit and / or the Client's resources. Neither the Federal Government nor other entities may be responsible or guarantee the resources of the Clients that are used in the Operations that they carry out with LL or with others, nor assume any responsibility for the obligations contracted by LL. The operation of the platform could be partially or totally restricted at any time, in a programmed or sudden way, which could generate the non-execution of pending operations, which could cause economic damage to the Client, however, the Client, by accepting these Terms of Use, accepts that LL is not and will not be responsible, under any reason and under any circumstances, for damages or losses that similar or identical situations may cause, for which it is obliged to hold harmless LL of any claim that could be presented in this sense or in other similar ones. Losses due to fraudulent or accidental transactions may not be recoverable and, additionally, once they have been confirmed, the Client will be obliged to comply with them. LL has no responsibility for all those operations carried out by Clients when these are fraudulent or accidental or are the result of negligence on the part of Clients in the care of their public access keys or private passwords, in accordance with the provisions of the Sixth clause of these Terms of Use. The Services are and will be provided exclusively by LL, who assumes all responsibilities and obligations in accordance with the Terms of Use, and is the owner or has the right to use the interfaces, internet pages or any another address or link indicated in these Terms of Use, with LL being solely responsible for its use in front of Clients.

For the safety of our Clients, we do not assume any responsibility, nor will we be liable in any way, for any operation that has been made in terms of the instruction and information provided by the Client. The Client acknowledges and accepts that the transfers to the accounts or wallets of said operation are made under his entire responsibility and in no case will LL be responsible for said concept.

The only legal tender and release power for those who wish to use the Services, as applicable, will be the legal tender in the United States of America.



**Fifth: Compliance Policies of KYC and AML/FT Program.**

Aware of the importance to prevent and control the money laundering and terrorist financing risks that could penetrate the business of Digital Assets trading, the goal of LL has been the fulfillment with AML/CFT compliance international standards from the beginning of the business.

Despite Solidus' business not being required to register as an MSB and not requiring licenses by NYSDFS or IDFPR, LL has decided to self-regulate and meet the highest compliance standards for a Proprietary and Principal Trading OTC of Digital Assets.

Consequently, to prevent those risks LL, had implemented a KYC/AML/CFT & Sanction Policy Program, which has been developed according to the AML/CFT international standards and best practices issued by international organizations such as Financial Action Task Force (FATF), complying with the standards, reports and filings possible and as well in accordance with the Association for Digital Assets Markets's (ADAM) Code of Conduct, of which LL is a Member since June, 2021.

LL has adopted this AML/FT Program pursuant to the Regulatory Framework, specially based on the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (the "US Patriot Act").

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR REGISTRATION** – *To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who registers. What this means for you: When you register, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will require your driver's license or other identifying documentation.*

LL's purpose is to conduct liquidity provision and buying and selling Digital Assets via principal trading basis with global reach through its Site by and converting from/to FIAT. The nature of the business, and the service the Company provides, define the Company as an Over The Counter that trades on a principal basis.

The Client acknowledges that LL will strictly comply with the requirements that any competent authority may formulate, by virtue of which there may be additional requirements to those established in these Terms of Use, which may be related to the level of both operational risk, legal, reputational, geographic or by preponderant activity, among others. These requirements must be fully met in order to establish and / or, where appropriate, continue with the provision of the Services. Compliance with the requirements regarding personal data made by the competent authority will be subject at all times to the provisions of our Privacy Notice and current legislation.

In the event that your operation with LL is suspected of not complying with any provision of AML/FT, national or international, you accept that LL has the right to carry out any necessary or convenient review and audit action, such as requesting and collect any additional relevant information or documentation, as well as report, at our sole discretion, any activity to any authority and, where appropriate, take any action or carry out any act implicitly or explicitly contemplated in the Terms of Use or in the legislation applicable, including without limitation the temporary or total suspension of access to the Site and services.



As part of the implementation of our AML/FT Program, LL reserves the right to require any additional information, with the intention of determining or corroborating the transactional profile, whether declared or operated, of its Clients as well as the origin and destination of the funds involved in the operations that the Client carries out on our platform or for any other related or convenient purpose and, if the necessary information is not received, LL may suspend or terminate the Services and / or the contractual relationship with the Client, including your access to our Site. The resources that Clients use in LL must come from and may be reimbursed in deposit accounts opened in an authorized Financial Institution in accordance with the regulations that are applicable to them, otherwise, prior legal or judicial resolution in that sense, the Client waives all funds used in LL as determined by the competent authorities.

**Sixth: Security.**

The proper use, management and custody of the signatures, private keys, access codes, passwords and any other data of access to the site and services are the responsibility of the Client. LL will not be responsible for the lack of diligence, negligence or inexperience by the Clients in the control and care of these, as well as the possible consequences that this may imply.

For the purposes of the previous paragraph and in terms of the applicable legislation, the data messages that the Client issues or communicates after their authentication will be considered valid for all the effects that may arise and as issued through secure devices and approved by the Client, as well as received in full and without alterations in the servers of LL. By the sole fact of accessing the LL site and ordering or celebrating any operation, the Client undertakes to respond with all of his patrimony for the obligations that are attributable to him or those in which he has incurred.

LL will not be responsible for the misuse of the authentication forms that the Client uses at its discretion. LL is not responsible for Phishing, identity theft, cyber attacks or any type of attack of which the Client is a victim. Nor will it be responsible for acts of third parties that affect the Site, the global internet network or any other interconnection platform in a general way.

LL reserves the right, in any case and without any communication or explanation, to prohibit access to its Site to any person. Access to the official site of LL is the responsibility of the Client, and LL shall under no circumstances be responsible for the security of the connection from which the Client accesses.

**Seventh: Notifications.**

The Client accepts that LL will take as a means of contact, the email address indicated or their telephone number, with which they have registered, so this will be the means through which they will receive notices related to the Services and the LL platform. The Client accepts as valid all those communications exchanged by electronic means, either for the formation of voluntary agreements or exchange of notifications.

LL may also use the Client's email address for other communications, including notices regarding the Terms of Use and its operations, as well as any other future communication between the Client and LL; However, LL will at no time request confidential data from its Clients by email or any other means. The



Client must keep their email address up to date and will notify any changes to it. LL will consider all communications sent to the email address registered by the Client regardless of their effective receipt.

#### Eighth - Information for the Client Registry and Authorization of Operations.

In compliance with the provisions of our AML / FT Program, LL will request, among other information, the following information and documentation for the creation of profiles and authorization of operations, for both individuals and entities:

- Full Names and Surnames.
- Email Address.
- Contact Telephone Number that the Client uses Whatsapp as its main way of communication.
- Date of Birth, Place of Birth, Place of Residence.
- Formation documents of the entity and any other related to the current status of its directors and shareholders.
- Proof of Address of Residence.
- Identification ( ie Passport, Driver's License, ID Card, Voting Credential among others).
- Proof of Funds.
- Occupation, profession, activity or business.
- Access to the location at the time of opening the registration or carrying out operations (geolocation, requirement requested by the financial authorities).
- Upload to the system a copy of a valid official identification with which their identity is accredited, a Selfie and a proof of address no more than three (3) months old.
- Validation in sanctions lists.
- Receipts of income that justify the Client's activity.
- Additional Financial and Tax Information.
- Expected Transactional Volume.
- Desired Operation ("Buy", "Sell", among others).

Having complied with the aforementioned information and documentation requirements, the Client may use the registration and the corresponding operation according to the amount thereof. The foregoing does not exempt the Client from delivering or updating the information and / or documentation that LL, from time to time, requested by the Compliance Department with the content of the internal risk control and money laundering prevention manuals.

LL reserves the right not to allow the registration or deny operations to whom, in its sole discretion, does not meet the above requirements, or who, for any other reason, does not meet, in the opinion of LL, any of the situations that determined from time to time in attention to the interests of LL and compliance with any national or international legislation.

#### **Ninth - Operational Rules.**

Clients acknowledge and agree that LL is not responsible for any event or circumstance that affects any of the institutions that it uses to carry out operations.



Operations may be subject to delays, setbacks and / or conditions that may affect their transmission or execution. Even though LL has implemented the necessary infrastructure to respond to market needs, LL has no control over hardware, software, electronic or market congestion failures, so the Client acknowledges and accepts that in such cases, LL does not will be responsible for delays, difficulties or conditions that adversely affect the transmission or execution of orders.

In those cases in which we consider that we are facing an unusual operation or for any other reason that in our sole discretion we consider pertinent, we may require that you confirm your request by telephone or by any other means of authentication designated for this purpose.

The LL site will only accept the following means of payment: a) Transfer via Wallet : LL will request to manually add the client's public key and address on which LL makes a forensic analysis through a third party such as CipherTrace, according to the provisions of LL AML / FT policies. Also, LL will inform the Client of the corresponding information to receive Digital Assets in the wallets of its property, such as, public key and address; b) Wire Transfer: For the Client to use this option, LL will request to manually add the following data about their bank account: Routing Number, Account Number, Account Type, Beneficiary Address, Bank Address and Intermediary Bank, if any.

**Tenth: History and Record of Operations.**

LL keeps a record of accounts on transactional movements that allows identifying Client operations. LL strives to provide accurate and truthful information; however, it is possible that there is an error in the Clients' history, as well as in any of their proof of operation. In the event of an error, the Client has 30 calendar days to make it known to us through [onboarding@solidusotc.com](mailto:onboarding@solidusotc.com); After this period, it will be understood that the Client recognizes and accepts the history of his Registration, without being able to initiate a claim on a subsequent date.

The transferred funds or Digital Assets are the property of the Clients, therefore, LL only obtains resources derived from the collection of commissions for the execution of the operations carried out by the Clients in accordance with these Terms of Use. LL does not, under any circumstance, provide custody for fiat currency or Digital Assets.

**Eleventh: Commissions.**

Each Service offered by LL is subject to a fee ("Commission"); however, LL reserves the right to change, modify or increase this fee at any time, being able or not to notify the Client in advance regarding any modification.

**Twelfth: Limitation of Liability.**

The Funds used by the Client are not protected by any type of insurance or deposit guarantee. All operations are subject to the applicable laws and regulations that apply in connection with the activities carried out by LL. Therefore, in the event of Fraud or Disputes, the Client assumes that if chargebacks are warranted, these will be addressed according to the thresholds established by their financial institution or custody service provider and for which LL will not have any responsibility or be liable.



The Client acknowledges that all its decisions are made solely and exclusively in his own name and account and without interference or advice from any third party. Consequently, each Client is obliged to carry out an independent evaluation regarding the operations that can be carried out on the LL platform, the Services provided by it and any other circumstance related to it. LL will not be liable in any case to the Client for any type of decisions made by the latter, regardless of the updating of a loss or damage due to said decision. Any operation that the Client performs on the platform is the sole responsibility of him.

**Thirteenth: Effectiveness.**

The Terms of Use will be in force for an indefinite period, as long as there is a legal relationship between LL and the Client, as a result of the operations carried out by the Client. Once the Client requests the Closure of their Registration, the Terms of Use will remain in force for an additional period of 60 calendar days.

**Fourteenth: Registration and Client Registry.**

When a Client registers with LL, it must provide certain registration data and information in order to verify the identity. Some of this information may include personal, private or sensitive data that will receive the treatment established in the privacy notice of LL. By completing the online registration form, the Client affirms that they provide true, accurate, up-to-date and complete information about themselves as required by the registration form. Furthermore, the Client agrees to maintain and update the registration data to keep the information complete, true, accurate, up-to-date and complete during all the time that he is a Client of LL.

The registration of more than one same natural or legal person is prohibited since such a fact implies, according to our controls, the partial or total alteration of information in order to create another registry. The foregoing implies the closure of both registries and the impossibility of returning to operate on the LL platform.

LL will use the personal data collected from Clients, to carry out activities aimed at fulfilling the obligations derived from any legal and commercial relationship resulting from the Terms of Use, as well as to provide the best possible Client experience.

**Fifteenth: Suspension and / or Closing of Registrations.**

The Client can cancel his registration at any time, for which he must send an email to [onboarding@solidusotc.com](mailto:onboarding@solidusotc.com), requesting said cancellation. Likewise, the Client must complete a security protocol for the protection of the Client's, as required from time to time by LL.

LL reserves the right to suspend, cancel or modify any aspect of the registration in LL, or its availability, at any time without prior notice, without having any responsibility. In addition, LL reserves the right to suspend, modify, deactivate or cancel the Customers' registration, as well as their access to all or part of the LL services immediately and without prior notice in cases where: 1. The Client violates any contractual provision or the Terms of Use or the Master Purchase Agreement; 2. The Client is subject to any pending litigation, investigation or government proceeding; 3. There is a reasonable suspicion of a violation by the Client of our AML / TF policy or has breached any of the applicable provisions; 4. The Client does not provide us with true, updated and correct information; 5.



If it becomes known to us that your funds used in the operation are the product of an illegal or criminal activity; 6. For any other reason for which LL considers that the Client's registration or the operations carried out represent a risk for LL operations, and; 8. For any other cause, at the discretion of LL.

In those cases in which, for any of the above-mentioned reasons, LL proceeds to cancel the registration, LL will make reasonable efforts, within its control, to notify the Client of said situation.

**Sixteenth: System Errors.**

It is possible that, due to technological factors, scheduled maintenance or other factors, outside or within our control, the LL platform or other Services will be temporarily interrupted. Although we will do everything possible to solve said factors where appropriate, the Client accepts that we are not responsible for the damages and losses derived from said interruption and waives any right or action that it may have against LL.

In no event will LL be liable for any loss or damage, including, without limitation, all losses, costs, expenses, loss of profits, loss of income or expected profit expectations as a result of the failure of the LL Service or the Site, regardless of the cause, period of time or patrimonial affectation.

LL reserves the right to reverse any operation that has been carried out as a result of an interruption in service or failure in the functioning of electronic communications, commercial facilities, storage facilities, recording mechanisms or other components of the Services. In these circumstances, operations will be reviewed on a case-by-case basis, and LL will inform you through the email address provided by the Client, if any of your operations are in this situation.

**Seventeenth: Industrial and Intellectual Property.**

The Site and the Services are property of LL and / or affiliates or companies belonging to the same Business Group. Likewise, LL is the owner of the Services it offers. We reserve all rights over it and any technology associated with it. Any creation, idea, invention, improvement, know-how, concept, algorithm, protocol, data, processes, procedures, methods, techniques, protocols, formulas, systems, tools, compositions, codes, software, prototypes, documents, components or any Other information that is the authorship of LL or any Client, but exclusively as a consequence of the use of the LL Site, whether or not it is patentable or capable of being under the protection of copyright, or any type of intellectual property rights or industrial, are the property of LL and / or subsidiary and / or affiliate, with LL having the right to initiate any action, or take any measure, of any nature, to obtain its registration and the respective protection before any authority (including any Authority in intellectual property).

In the same way, any derivative work, such as, in a descriptive but non-limiting way, a translation, modification, improvement, personalization, adaptation, compilation or any type of product that uses any element of our platform as its source will be the property of LL and / or subsidiary and / or affiliate, so we do not grant any type of license or permission for the reproduction of any derivative work or permission or license for its use by any third party. Where appropriate, any derivative production will be the sole and exclusive property of LL and / or its subsidiaries and / or affiliates.



All materials and data on the site and any other website owned, operated, licensed or controlled by us will be considered private information and will be the intellectual property of LL and / or a subsidiary and / or affiliate, for which we reserve all rights about them. All materials included in the site, including without limitation compilations of data and software are the property of LL and / or subsidiary and / or affiliate and are protected by copyright laws.

LL respects the intellectual property rights of others and requests that the users do the same. Pursuant to 17 U.S.C. § 512(i) of the United States Copyright Act, as amended, LL has adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Site who are repeat infringers. LL may terminate access for participants or users who are found repeatedly to provide or post protected third-party content without necessary rights and permissions. DMCA Take-Down Notices. If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Site infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C § 512) ("DMCA") by sending the following information in writing: (1) The date of your notification; (2) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (3) A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (4) A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work; (5) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address; (6) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (7) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Counter-Notices. If you believe that your User Content that has been removed from the Site is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information: (1) Your physical or electronic signature; (2) A description of the content that has been removed and the location at which the content appeared before it was removed; (3) A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and (4) Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in Wyoming and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received, LL may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may (in the discretion of LL) be reinstated on the Site in 10 to 14 business days or more after receipt of the counter-notice.

**Eighteenth: Links to Other Sites and/or Materials.**

As part of the Site, you may be provided with convenient links to third party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Site subscribers. LL has no control over Third Party Sites and Third-Party Applications, Software or Content or the



promotions, materials, information, goods or Sites available on these Third-Party Sites or Third-Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by LL, and it is not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third-Party Site or any Third-Party Applications, Software or Content does not imply approval or endorsement thereof by LL. If you decide to leave the Site and access the Third-Party Sites or to use or install any Third-Party Applications, Software or Content, you do so at your own risk and you should be aware that LL Terms & Conditions no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

**Nineteenth: User Consent to Receive Communications in Electronic Form.**

For contractual purposes, you (a) consent to receive communications from LL in an electronic form via the email address you have submitted; and (b) agree that all Terms & Conditions, agreements, notices, disclosures, and other communications that LL provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights. LL may also use your email address, to send you other messages, including information about and special offers. You may opt out of such email by changing your registration settings or sending an email to [onboarding@solidusotc.com](mailto:onboarding@solidusotc.com). Opting out may prevent you from receiving messages regarding LL, the Site.

**Twentieth: No Warranties; Release.**

LL makes no express or implied warranties, covenants or representations of any kind with respect to the site, any services offered thereon, site content, third party content or any other content. LL expressly disclaims all warranties of any kind, express, implied, statutory or otherwise, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, with regard to the site, the services offered thereon, the site content, third party content and any other content, and any product or service furnished or to be furnished from or on the Site. We do not warrant: that the functions performed by the Site will be uninterrupted, timely, secure or error-free; or that defects in the Site will be corrected; or the accuracy or completeness, third party content, or any other content; or that any errors in the site content, third party content or other content will be corrected. The Site, the services offered thereon, and the Site content and other content are provided on an "as is", "where is", "as available" and "with all faults" basis. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

In no event will LL be liable for any damages whatsoever, including, but not limited to any direct, indirect, general, special, compensatory, incidental, consequential, exemplary or other damages arising out of (i) your conduct in connection with use of the site, the services offered thereon or this



agreement (ii) inability to use the site or the services offered thereon, the site content or any other content, (iii) any transaction conducted through or facilitated by the site; (iv) any claim attributable to errors, omissions, or other inaccuracies in the site, the services, the site content and/or any other content, (v) unauthorized access to or alteration of your information, or data, or (vi) any other matter relating to the site, the services offered thereon or any other content, even if we have been advised of the possibility of such damages. If you are dissatisfied with the site, the services, site content or any other content, or with the terms of use, your sole and exclusive remedy is to cease using the site. Some states do not allow the exclusion or limitation of liability for consequential or incidental damages, and therefore some of the above limitations may not apply to you. In such states the site's liability is limited and warranties are excluded to the greatest extent permitted by law, but shall, in no event, exceed one hundred dollars (\$100.00). Notwithstanding the foregoing, federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the reader may have under federal or state securities laws. If you have a dispute with LL, you release LL (and its members, directors, officers, employees, contractors, consultants and agents) from 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 dispute. You agree to indemnify and hold LL (and its members, directors, officers, employees, contractors, consultants, and agents), harmless from any claim or demand, including attorney fees, made by any third party due to or arising out of (a) your breach of this agreement, or your violation of any law or the rights of a third party (b) your use, misuse, or inability to use the site, the services, or the site content or any violation by you of this agreement. You specifically acknowledge and agree that LL is not liable for any conduct of any user of the site.

#### **Twenty First: Miscellaneous.**

By using the Site or requesting or receiving the LL Services, each of the Clients declares that (i) they are empowered to accept and comply with the Terms of Use, (ii) compliance with the Terms of Use does not contravene any provision that is applicable to it, or any contract or agreement to which it is a party, (iii) it has obtained and is in force any authorization necessary to comply with the Terms of Use, (iv) it is not part of any litigation or controversy that may have adverse effects with respect to their obligations under the Terms of Use, (v) both any voluntary agreement and the Terms of Use constitute valid and enforceable obligations against them, in accordance with their terms, (vi) they are legally able to grant your consent electronically regarding these Terms of Use: and (vii) there is no law or regulation that restricts or prohibits the use of our Services in the jurisdiction, Country or State of where the Client lives, is located or where the servers from which its connection originates are located.

Similarly, the Client undertakes to indemnify LL, as well as their respective officers, directors, collaborators and employees (and keep them in peace and safe from damages, costs, expenses or losses, including reasonable attorneys' fees) for conflicts that arise or are related to the breach by the Client of any of its obligations derived from the Terms of Use or the applicable legislation.

Each Client that uses the Services of LL, undertakes to indemnify and hold harmless LL with respect to any loss or damage that affects LL, as a consequence of any fact, act or omission of the related Client with access to the Services and it is agreed that to compensate for such damages, LL may exercise its



rights against the Client in accordance with the applicable legislation, as long as the damage and / or loss is compensated.

If any provision of the Terms of Use is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

These Terms of Use and the rights and obligations provided herein may not be transferred or assigned by Clients in any way, but we reserve the right to assign this, transfer or assign the information that we have collected from you on the occasion of an assignment to subsidiaries, affiliates, controllers or entities of the same business group or as a consequence of any other operation.

For the interpretation, compliance and execution of the Terms of Use, the parties agree that the laws of the State of New York, USA, will be applicable and submit to the jurisdiction and competence of the courts New York, USA, waiving in this act those that by operation of law, jurisdiction or residence could correspond to him, by reason of his domicile or for any other cause.

The Client acknowledges that a digital version of the Terms of Use, together with the respective data chain, will be admissible as a probative instrument in judicial or administrative proceedings and that the titles of the sections of the Terms of Use are for convenience only, and do not regulate the meaning or interpretation of any provision of the Terms of Use.

For the convenience of the parties, the Terms of Use may be signed electronically or digitally; the copy owned by each of the parties, whether in electronic format, scanned or by any digital means, will be considered an original, and the two that, as a whole, will constitute a binding agreement for both parties.

LL may take any legal action deemed appropriate. If your violation of these Terms & Conditions causes harm to others, you agree to hold LL harmless against any liability for that harm.

LL reserves the right, but has no obligation, to monitor the materials posted on all areas of the Site or to limit or deny a user's access to the Site or take other appropriate action if a user violates these Terms & Conditions or engages in any activity that violates the rights of any person or entity or which LL deems unlawful, offensive, abusive, harmful or malicious. LL shall have the right to remove any such material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of misuse of our Site, please contact us at [onboarding@solidusotc.com](mailto:onboarding@solidusotc.com).

The Client declares that he has read the provisions of the Terms of Use, and that he understands the scope of his obligations and rights derived from them, thus assuming the obligations that derive from his consent, not acting error of law or fact, violence, intent, bad faith, deceit, injury, disability or any other vice that could affect consent.



**Twentieth: Contact and Support.**

You can contact us through the Website <https://www.solidusotc.com/> / by selecting the option "Contact us" or by email [onboarding@solidusotc.com](mailto:onboarding@solidusotc.com)