

## CLIENT AGREEMENT

### CHAPTER I : GENERAL TERMS AND CONDITIONS

#### Art. 1. SCOPE OF THE AGREEMENT

- a. The services and functionalities offered through the platform known as “7VEN” are operated and made available to the clients by **ETIS TECHNOLOGIA CONSULTING DIŞ TİCARET LİMİTED ŞİRKETİ VERGİ LEVHASI**, a private limited liability company duly incorporated under the laws of the Republic of Türkiye, having its registered office at Vişnezade Mah. Süleyman Seba Cad. No:79 İç Kapı No:1 Beşiktaş, İstanbul. The 7VEN platform is developed and maintained by **ETIS TECHNOLOGIA CONSULTING DIŞ TİCARET LİMİTED ŞİRKETİ VERGİ LEVHASI**, which operates it as the exclusive technical partner and licensed trademark holder of the “7VEN” brand. In this Agreement, references to “we”, “us”, “our” shall mean ETIS TECHNOLOGIA CONSULTING, while references to “you”, “your” or “Client” refer to the user entering into contractual relations under these Terms.
- b. This contractual relationship is governed by these general terms and conditions (the “Agreement”), which regulate the rights and obligations arising from the use of the platform and the related services. For the avoidance of doubt, this Agreement constitutes a distance contract within the meaning of Article 48 et seq. of the Turkish Consumer Protection Law No. 6502 (“Tüketicinin Korunması Hakkında Kanun”) and is also subject, where applicable, to the provisions of the EU Law on the Regulation of Electronic Commerce No. 6563. The electronic acceptance of this Agreement by the Client shall have the same legal force and effect as a written and signed contract pursuant to Article 14/3 of the Turkish Code of Obligations (Borçlar Kanunu, Law No. 6098).
- c. By default, you must read, agree and accept all the terms and conditions set out below, and any additional documents incorporated herein before you establish a Business relationship with us (without modifications).
- d. If you have objections to any of these terms and conditions, or any part thereof, and/or if you do not agree to be bound by these terms and conditions, or any part thereof, you are not permitted to access and/or use our online platform in any way and should inform us in writing immediately.
- e. By accepting this Agreement, you confirm and acknowledge that we reserve the right to amend, alter, modify, delete or add to any of the provisions of these Terms and Conditions at any time, in accordance with the Terms hereof. When these Terms and Conditions are modified (hereinafter referred to as “Changes”) we will post such changes on our online platform and/or otherwise notify you of such changes. Each such notification shall be deemed as sufficient notice and it is your duty to consult and/or to regularly check this Agreement regarding any such Changes. Your continued use of our online platform after the publication of any Changes shall be considered as your agreement to such modified Terms and Conditions and shall be governed by those Terms and Conditions, as modified. If you do not wish to be bound by those changes, you should cease to access and/or use our online platform and inform us in writing, immediately.
- f. The contents of our online platform and of any communications you may receive from us, via Electronic Messaging, website postings, email, telephone, telefax or otherwise, and any part of any member’s area on our online platform, in particular, are for general information and educational purposes only and do not amount to investment advice or unsolicited financial promotions to you.

- g. Please do read our “**risk warnings & disclaimers**” on our online platform, before accessing and/or using our online platform.

## **Art. 2. COMMUNICATION**

- a. The main language of communication shall be Turkish or English, and you will receive documents and other information from us in Turkish or English based on your preference. However, where appropriate and for your convenience, we will endeavour to communicate with you in other languages. Those communications shall be translated to Turkish or English for the purpose of complying with legal/regulatory requirements. In the event that this Agreement has been translated into a language other than Turkish or English, it is the Turkish or English version that will be prevailing and controlling in the event of any discrepancy.
- b. The contents of our website and any communication that you may receive from us, via electronic messaging, website posts, email, telephone, telefax or otherwise, and any articles from our website, in particular, are general information and educational purposes only and do not amount to investment advice or unsolicited financial marketing to you. You acknowledge your understanding that you have the right to withdraw your consent to our Online services and signature of documents at any time by providing us with written notice. We reserve the right to terminate or restrict the Client login access to our website if you refuse to consent or revoke consent at any given time before or after the establishment of a business relationship with us.
- c. We are obliged to keep records of all services and activities we are providing as well as for all Transaction and/or Contract undertaken. We, therefore, record all communication including any incoming and outgoing telephone conversations as well as all other electronic communications relating to any Transaction and/or Contract concluded when dealing on our account, providing services that relate to the reception, transmission, and execution of client orders as well as for quality monitoring, training, and other regulatory purposes. We will also record any other communication between you and us, including chat messages, e-mails and other electronic communications, even if those conversations or communications do not result in the conclusion of such Transaction and/or Contract or in the provision of client order services. We reserve the right to use these records where we deem it necessary, including, but not limited to dispute resolution situations. We will retain copies of any such records for a period of 5 (five) years and any period of time which is required by applicable Laws, starting from the date on which the record is created. You have the right to request a copy of the recorded communications. We will provide these to you following a written request by you.

### Art. 3. DEFINITIONS – INTERPRETATION

- a. In this Agreement, all the words that denote only the singular number will also comprise the plural, wherever the aforementioned definitions apply and vice versa, and the words that denote natural persons will comprise legal persons and vice versa. Words denoting any gender include all genders and whenever reference is made to the terms “Paragraphs”, “Subparagraphs”, “Clauses”, “Sections”, “Point” and “Appendices” it concerns paragraphs, sections and appendices of this Agreement.
- b. References to any Laws and Regulations will be considered to comprise references to that Rules as this can be altered or replaced from time to time or, similarly, to be extended, re-enacted or amended.
- c. For the purpose of this Agreement, when used in this Agreement, unless the context otherwise requires, capitalised words and expressions shall have the meanings assigned to them in the defined terms that are set forth in bold hereinafter, under the heading “Definitions” and throughout this Agreement:
  - i. **“Account”** means the client account (“Client Account”) duly assigned to each Client with a unique number maintained with us.
  - ii. **“Agreement”** means the provision of these General terms and conditions for the Services provided by us, inclusive of all of its annexes, appendices, attachments, schedules and amendments, as amended from time to time and modified from time to time.
  - iii. **“Account Value or Equity”** means the balance plus or minus any profit or loss that derives from open positions following the scheme below: [Net deposit +/- Realised profits or Losses +/- Floating profit or loss].
  - iv. **“Balance”** means the Net deposit plus or minus profit or loss that derives from closed positions. This means that your account balance is not affected until the position is closed, and will only change when you add more funds to your account or a position is closed. [Net deposit +/- Realised profits or losses].
  - v. **“Business Day”** means a day which is not a Saturday or a Sunday or a public holiday or any other holiday to be announced on our website.
  - vi. **“Cash Available or Free Margin”** means the amount of funds available in the Client Account, which can either be used to open a position or withdrawn. [Free margin = Equity – Margin Used] or [Cash Available = Account Value – Cash Used].
  - vii. **“Client”** means “you”, “your” and in general terms, including each instance, without limit to a “Natural person” or “Legal person”: (1) who register an Account with us, (2) who enters or has entered into our platform and/or (3) who has submitted to us all corporate Account opening application form(s) including identifiable documentation required by applicable Laws and Regulations.
  - viii. **“Client Funds”** means money paid or deposited or monies held into Client Account, including monies held for the Client in a segregated Client Account pursuant to crowdfunding activities.
  - ix. **“Coin”** means a virtual internal unit issued by the Platform on a non-fungible basis, serving as an internal unit of account with limited economic-functional utility. It is credited to the Client's Account following a confirmed deposit made for the purpose of participating in a Crowdfunding Activity and can be used exclusively within the Platform to access certain digital services, promotional tools, or other functionalities as determined from time to time. The Coin is not a security, not a legal currency, and not an electronic money instrument under

Turkish Law, including Law No. 6493 on Payment and Securities Settlement Systems, Payment Services and Electronic Money Institutions, and its value is not pegged to the deposited currency. The Coin is issued under a conversion ratio that may be modified at any time, and no redemption guarantee is provided. It is not transferable outside the Platform unless expressly authorised by ETIS in accordance with applicable regulations.

- x. **“Commission”** means any fee or type of commission applicable to the cost of open or close a contract trade including but not limited to; exchange commission, trade commission and taker fees.
- xi. **“Crowdfunding”** means the collective financial operation by which Clients contribute funds through the Platform in order to support commercial or entrepreneurial projects or campaigns proposed within the 7VEN infrastructure. The funds are managed in accordance with Turkish Law No. 6362 on Capital Markets and the Communiqué on Crowdfunding No. III – 35/A.2, as amended. Clients may be granted economic or functional rights, including but not limited to the attribution of internal Coins, subject to the specific terms of each campaign. Crowdfunding on the Platform does not imply any guarantee of return and constitutes a high-risk speculative activity.
- xii. **“Execution”** means the execution of Clients’ orders on our platform(s).
- xiii. **“Margin Used or Cash Used”** means the amount of funds which is needed to open a position or is used to sustain an open position.
- xiv. **“Negative Balance Protection”** means that a Client’s losses will not exceed the Account balance. In the extreme scenario where the Client’s balance has gone negative, we will deposit the amount which brings the balance back to zero.
- xv. **“Office or Operating Hours”** means between 10:00 to 17:00 GMT+2 (GMT +3 during summer time) on Business Day(s)
- xvi. **“Order”** means the request/ instruction given by the Client to the Company to Open or Close a Position in the Client’s Account.
- xvii. **“Omnibus Accounts”** means that the Clients’ funds are pooled with monies (or funds) belonging to other Clients in a segregated Account which is kept separate from our corporate Account.
- xviii. **“Professional Client”** means a professional Client within the scope and the purposes stated in our “Client Categorisation Policy” following the implementation of the Markets in Financial Instruments Directive (MiFID II) in the European Union.
- xix. **“Retail Client”** means a retail Client within the scope and the purposes stated in our “Client Categorisation Policy” following the implementation of the Markets in Financial Instruments Directive (MiFID II) in the European Union.
- xx. **“Reporting”** means a formal record of the financial activities, Transaction and/or Contract statements and position of a person or entity.
- xxi. **“System Disruption(s)”** means the occurrence of any event which in our good faith opinion materially prevents or limits our ability or our Clients’ ability from accurately and completely (i) distributing or receiving ‘Price Quotes’, ‘Deal Requests’ or ‘Deal Responses’; or (ii) recording or maintaining the terms of any Transaction and/or Contract and/or trades; or (iii) entering into related hedging activity on an automated basis.
- xxii. **“Transaction and/or Contract”** means any type of transaction and/or contract subject to this Agreement affected in the Client Account(s) including but not limited to deposit, withdrawal, open trades, close trades, and any other Transaction and/or Contract of any instrument.

#### **Art. 4. ELIGIBILITY**

- a. Our services are available and reserved only for individuals or legal entities that have established a legally binding contract, subject to the Laws of their country of residence. Without limiting the below mentioned terms, our Services are not available to people aged under the age of 18 (eighteen) or who have not attained the legal age ("Minors"). To avoid any doubt, we disclaim any liability for unauthorised use by Minors of our Services in any manner or another.
- b. Without limiting the hereinabove paragraphs, our services are not available in areas where their use is illegal, and we reserve the right to refuse and/ or cancel access to our services to anyone at our sole convenience.
- c. For the avoidance of doubt, the ability to access our website does not necessarily mean that our services, and/ or your activities through it, are legal under the relevant legislation of your country of residency.

#### **Art. 5. COPYRIGHTS, LICENCES AND TRADEMARKS**

- a. All copyrights, trade/brand names, licence code, logos and/or trademarks published belong to us or of the third parties which have been authorised by us of its use on their websites, protected by international copyright and trademark laws. It is prohibited to modify, copy, alter, advertise, publish, sell, distribute or make any commercial use of the copyrighted material, whether in whole or in part, except with a signed prior consent by us.
- b. Any violation of these provisions will null and void the Licence granted hereunder.
- c. You shall refrain from providing or uploading content that is illegal or harmful or inappropriate to other Clients, and prohibited action which might revoke our licence.
- d. We are free to use any ideas, concepts, know-how or techniques or information contained in your communications for any purpose including, but not limited to, developing and marketing products.

#### **Art. 6. CONFLICT OF INTEREST**

- a. Under applicable Laws, we are required to have arrangements in place to manage conflicts of interest between us and our Clients and between other Clients. We will make all reasonable efforts to avoid conflicts of interest. Where such conflicts cannot be avoided by us, we shall ensure that you are treated fairly and at the highest level of integrity and that their interests are protected at all times. We reserve the right to give you notice of termination in accordance with the hereinabove Section of this Agreement (Termination), and more information regarding the identified conflict of interest shall be provided to you upon request. You acknowledge that you have read and accepted the "Conflicts of Interest Policy", available on our website.

**Art. 7. CLIENT ACKNOWLEDGEMENT AND WARRANT**

- a. You acknowledge, recognize and understand that trading and investments in leveraged and non-leveraged Transaction and/or Contract are: (a) highly speculative; (b) may involve an extreme degree of risk; and (c) is appropriate only for persons who, if they trade on Margin, can assume a substantial risk of loss in excess of their margin deposit.
- b. You further acknowledge, recognize and understand that: (a) because of the low level of Margin normally required in highly leveraged Transaction and/or Contract, price changes in the Underlying Instrument may result in significant losses, which losses may substantially exceed your investment and Margin deposit; (b) certain Market Conditions may make it difficult or impossible to execute Orders at a stipulated price; (c) when you directs us to enter into any Transaction and/or Contract, any profit or loss arising as a result of a fluctuation in the value of the Financial Instrument or the Underlying Instrument will be entirely for your Account and risk; (d) we will, in general, not provide any advice to you; therefore, you agree not to hold us responsible for any losses incurred as a consequence of following any of our recommendations or suggestions or those of our employees, associates or representatives, unless we have exercised gross negligence in connection herewith; (e) we shall not conduct any continuous monitoring of all Transaction and/or Contract entered into by you; accordingly, we cannot be held responsible for any Transaction and/or Contract developing differently from what you might have presupposed and/or to your disadvantage; (f) guarantees of profit or freedom from loss are impossible in investment trading; (g) you have received no such guarantees or similar representations from us, nor from any of our Associates, from a Business Introducer, or representatives hereof or from any other entity with whom you are trading in a corporate or joint account.
- c. In light of the risks, you should undertake such Transaction and/or Contract only if you understand the nature of the trading into which you are about to engage and the extent of your exposure to risk. Trading in leveraged Financial Instruments is not suitable for many members of the public and you should carefully consider whether such trading is appropriate for you in light of your experience, objectives, financial resources, and other relevant circumstances. You acknowledge and confirm that you have been advised and understand the following factors concerning trading in leveraged Financial Instruments in addition to those contained in the Risk Disclosure Statement posted on our online trading platform.
- d. "Leverage" or "Gearing": Transaction and/or Contract in leveraged Financial Instruments and Power trading activities carry a high degree of risk. The amount of Initial Margin may be small relative to the value of the CFDs traded are 'leveraged' or 'geared'. A relatively small market movement may have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial Margin funds and any additional funds deposited with us to maintain your position. If the market moves against your position or Margin Levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. You may sustain a total loss of initial Margin funds and any additional funds deposited with us to maintain your position. We reserve the right to liquidate positions without prior notice in the case of any Margin shortfall or if you fail to comply with a request for additional funds within the time prescribed. If your Account goes negative (deficit balance) you will be required to make up the shortfall.
- e. Prices of leveraged Financial Instruments are highly volatile. Price movements of Transaction and/or Contract in leveraged Financial Instruments are influenced by, among other things, interest

rates, changes in the balance of payments and trade, domestic and international rates of inflation, international trade restrictions, and currency devaluations and revaluations.

- f. By accepting this Agreement and proceeding with any deposit on the platform, you expressly acknowledge that the funds you transfer are allocated, in whole or in part, to a crowdfunding activity managed through the 7VEN infrastructure and operated by ETIS TECHNOLOGIA CONSULTING DIŞ TİCARET LİMİTED ŞİRKETİ. Said activity is structured in accordance with Turkish Law No. 6563 on Electronic Commerce and secondary legislation issued by the Capital Markets Board (Sermaye Piyasası Kurulu - SPK) as applicable to crowdfunding platforms. You are therefore invited to carefully review the dedicated provisions set forth in this Agreement, which govern your rights and obligations arising from participation in such crowdfunding processes.
- g. You should familiarise yourself with the protections accorded to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property, which has been specifically identifiable as your own, will be prorated in the same manner as cash for purposes of distribution in the event of a shortfall. The Transaction and/or Contract you are entering into with us is not traded on an exchange. Therefore, under applicable bankruptcy laws, your funds may not receive the same protections as funds used to margin or guarantee exchange-traded Transaction and/or Contract, which may receive a priority in bankruptcy.
- h. Should quoting and/or execution errors occur, which may include, but are not limited to, a dealer's mistype of a quote, a quote or trade which is not representative of fair Market prices, an erroneous price quote, such as, but not limited to, a wrong big figure quote or an erroneous quote due to failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third party vendors, we will not be liable for the resulting errors in your Account balances. In addition, Orders must be placed allowing sufficient time to execute, as well as, sufficient time for the system to calculate necessary Margin requirements. The execution of Orders placed too close to prices, which would trigger other Orders (regardless of Order type) or a Margin call, cannot be guaranteed. We will not be liable for the resulting Margin call(s), resulting balance, and/or positions in your Account due to the system not having been allowed sufficient time to execute and/or calculate accordingly. The foregoing list is not meant to be exhaustive and in the event of a quoting or execution error, we reserve the right to make the necessary corrections or adjustments on the Accounts involved. Any dispute arising from such quoting or execution errors will be resolved by us in our sole and absolute discretion. You agree to indemnify and hold us harmless from any and all damages or liability as a result of the foregoing. No correspondence will be entered into.
- i. You further acknowledge that, upon each confirmed deposit for the purpose of participating in a crowdfunding project, the platform may—at its sole discretion—credit your account with a virtual internal utility coin (hereinafter “Coin”). The Coin serves as an internal unit of account within the platform, usable for accessing functionalities, obtaining digital services or exercising participation rights related to specific campaigns. The Coin is not a currency, nor a security, nor a means of payment recognised under Turkish Law, and it does not correspond in value to the fiat currency deposited, although the platform may establish a conversion ratio for operational purposes. This value may vary and is not redeemable at par. The issuance and attribution of Coins does not imply any promise of return, fixed yield, or right of reimbursement at a specified rate.

- j. We reserve the right to close part, or all, of your open positions, in order to facilitate the charge of any fees or amounts due by you. Notwithstanding, you shall be liable for promptly paying such fee(s) to us, even if you suffer the full loss of all Margin deposited by you.
- k. You explicitly understand and accept that any participation in crowdfunding projects through the platform, as well as the acquisition and use of internal Coins, is a speculative operation and may expose you to the total or partial loss of your initial deposit. No guarantee of capital preservation or future liquidity is provided, and the performance of any funded initiative may be affected by various commercial, regulatory or market risks. You agree not to hold the platform or its operators liable for any negative financial outcome arising from your participation in such initiatives.
- l. We do NOT guarantee any Order. Placing 'stops ("Stops")', regardless of the entry or closing designation, does not guarantee that the trade will be filled at the Order price. All 'Entry stops' and 'Stops' will be filled, upon activation, at the first/best available market price, which may or may not match the requested Order price.
- m. In the event liquidity providers are unable to provide liquidity to us, your Order may experience delays in execution or you may not be able to place Orders entirely. The size of the Order may also impede the speed at which the Order is executed. Keep in mind that it is necessary to enter any Order only once. Multiple entries for the same Order may inadvertently open unwanted positions.
- n. While trading on our online trading platform, you might encounter system errors that are resulted from hardware and/or software failures. The result of any system failure may be that your Order is either not executed according to your instructions, executing with Account balance errors and discrepancies or not executed at all. We will not be liable for the resulting errors in your Account balances. We reserve the right to make the necessary corrections or adjustments on the Account involved.
- o. No system exists that could assure you that Transaction and/or Contract should bring you great benefits, nor is it possible to guarantee that your CFD trades will yield favourable results.
- p. Even though the foreign currencies, commodities, and indices markets are liquid as compared with other financial and exchange markets, the market conditions might at times render the execution of an Order or of a 'limit' on an Order (either 'Stop Loss' or 'Take Profit') at a stipulated price impossible. Accordingly, even though the extent of the losses could be subjected to an agreed-upon limit, the risk of incurring losses could be higher, and that loss could occur in a relatively short period of time.
- q. Since the deposit of an additional guarantee is not obligatory in this case, we reserve the right, at our sole discretion, to close any outstanding balances without your consent.
- r. The risk information presented here does not reflect all of the risks as well as other important aspects intrinsic to Transaction and/or Contract. Therefore, before starting to operate with us, you should learn the specifics of entering into such Transaction and/or Contract in detail or seek further professional advice.
- s. Unless you have elected to carry trade over the weekend, all trades will automatically close out in the real money mode when the market closes at the end of the business week at the rates available on the end of the last trading day of the relevant week. All statements with respect to real money Accounts will be open during the weekend and all traders are welcome to view their Account info. We reserve the right not to offset Contracts carried over the weekend shortly after markets are open. We may, at our sole discretion, allow offsetting Contracts carried over the weekend when market liquidity conditions are reasonable.



- t. There are a series of inherent risks with the use of the mobile trading technology such as the duplication of Order instructions, latency in the prices provided, and other issues that are a result of mobile connectivity. Prices displayed on our mobile platform are solely an indication of the executable rates and may not reflect the actual executed price of the Order.
- u. Our mobile feature utilises public communication network circuits for the transmission of messages. We shall not be liable for any and all circumstances in which you experience a or an inability to operate caused by network circuit transmission problems or any other problems outside our direct control, which include but are not limited to the strength of the mobile signal, cellular latency, or any other issues that may arise between you and any internet service provider, phone service provider, or any other service provider.
- v. You are at least 18 years of age (i.e. adult) and of legal age in your jurisdiction to form a binding contract, and all information you submit to us is true and correct for the purposes of this Agreement. If you are a legal entity, you are duly incorporated and validly existing under the applicable legislations of the jurisdiction in which you are constituted; and you represent and warrant to us on the date of this Agreement comes into effect and of the date of each Transaction and/or Contract.
- w. We further reserve the right to investigate, at any time, at our sole discretion, and for any reason, without being obliged to provide you with any explanation or justification, any activity that may violate this Agreement, including, but not limited to, any use of software applications to access our online trading platform, and/or any engagement in any activity prohibited by this Agreement.

#### **Art. 8. CONFIDENTIALITY**

- a. Neither Party shall disclose any information relating to the business, investments, finances, or other matters of a confidential nature of the other Party of which it may in the course of its duties or otherwise become possessed, and each Party shall use all reasonable endeavours to prevent any such disclosure. However, this shall not apply if a Party is obliged hereto due to prevailing legislation, or to a legislative or supervising authority, or to another person who according to the law is entitled to demand disclosure, or in order to enable the Party sufficiently to fulfil its obligations pursuant to these Terms.
- b. By accepting these Terms and Conditions, you authorise us to share personal information submitted by you to us with any duly licensed financial entity, with any of our Associates for the purpose of providing trade recommendations, trading activities, sales, and marketing information, including new products and services, and with any third party agency that is working on our behalf with the purpose of performing Client analysis for the use of our sales and marketing; furthermore, we may share such information with any trading advisor or Affiliates or partnership for the purpose of completing the due diligence to, and the approval of, your Account Opening Application Form(s).
- c. Your personal data and information will be stored no longer than necessary to carry out the purposes listed in this Agreement. You have the right to request correction, supplementation, deletion, or blocking of such personal information if inaccurate, incomplete, or irrelevant for the purposes of the processing or if processed in any other way that is unlawful. In certain circumstances, you may also have the right to object for legitimate reasons to the processing of such personal data in accordance with the procedures set forth in the applicable data protection regulations and to seek other legal remedies available in connection with the processing of such personal information.

- d. We monitor your communications to evaluate the quality of service you receive, your compliance with this Agreement, the security of the website, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other rights with respect to the manner in which we monitor your communications.

#### **Art. 9. DISCLAIMER**

- a. We shall conduct regular technical maintenance to ensure continuous proper functioning of our trading platforms, systems as well as improve the provision of our services in accordance with the terms of this Agreement. Where a non-regular technical maintenance may be necessitated as a result of technical errors, technical bugs, error fixes, and/or malfunctions, we reserve the right to conduct such urgent maintenance at any time. We shall endeavour to provide you with prior notice of such maintenance within a reasonable time. However, we are entitled to extend and/or adjust the maintenance hours at our discretion, in such an event, we shall notify you of such extended or adjusted maintenance hours by notifying you through our website or electronic communications (email).
- b. Nevertheless, however, you shall not be able to access our platforms during the maintenance hours. You agree that it is your responsibility to keep yourself informed on the maintenance hours that may be applicable during Business Day by visiting our website. You do acknowledge and waive any claims you may have against us as a result of our trading platform being unavailable during the normal trading hours due to the non-regular technical maintenance.
- c. We expressly recognize and acknowledge to our Clients that neither our payment service providers nor any of our affiliates nor any of our brands, have made or will make any representation or warranty as to the goods and/or services provided by us and that of our payment service providers shall not be liable whether in contract or tort (including negligence) or for breach of statutory duty, or otherwise for any loss or damage without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from or in connection with the products and/or services the service providers offer.

#### **Art. 10. FORCE MAJEURE**

- a. Without derogating from the abovementioned Sections, where we determine that a Force majeure event exists, we may without notice and at any time, acting reasonably, take one or more of the following steps: (a) alter your margin requirements which may require you to provide additional margin; (b) close all or any of your open Transaction and/or Contract at such closing prices as we reasonably believe to be appropriate; (c) suspend or modify the application of all or part of this General terms and conditions to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply thereto; or (d) adjust the trading hours for a particular Transaction and/or Contract; or (e) revoke all open Transaction and/or Contract in affected instruments we offer.
- b. We shall not be liable to you for any failure, hindrance or delay in performing our obligations under this Agreement where such failure, hindrance or delay arises directly or indirectly from circumstances beyond our reasonable control. Such force majeure events shall include without limitation any technical difficulties such as telecommunications failures or disruptions, non-availability of our website, for example due to maintenance downtime, declared or imminent war, revolt, civil unrest, pandemic outbreak, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lock-outs, boycotts, or blockades, notwithstanding that the company is

a party to the conflict and including cases where only part of the company's functions are affected by such events.

**Art. 11. MISCELLANEOUS**

- a. This Agreement (together with its annexes, appendices, addenda, attachments, schedules, and exhibits and/or amendments) represents the entire agreement between you and us concerning the access and use of our online platform, and it cancels and supersedes all previous arrangements or agreements by and between you and us with respect to the subject matter hereof, superseding any other communications or understandings between you and us, except as determined and/or stated otherwise "in the terms agreed upon by mutual consent of the Parties", enforceable to the fullest context compatible with the applicable laws.
- b. Each part of this Agreement is a distinct undertaking. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement, which shall remain in full force and effect and shall in no way be affected or invalidated.
- c. We reserve the right to change, amend, alter, modify, delete or add to any of the provisions of the General terms and conditions of this Agreement at any time with or without giving any advance or prior notice by publishing such, and therefore, we suggest that you check this Agreement from time to time. You should review this agreement from time to time so as to ensure that you will be aware of any such changes. If you do not wish to be bound by such changes, you should cease to access and/or use our online trading platform and inform us in writing, immediately.

**Art. 12. GOVERNING LAW AND JURISDICTION**

- a. These Terms shall be construed and governed following the laws of the Site Owner's jurisdiction, and you submit to the non-exclusive jurisdiction of the Site Owner's jurisdiction for the resolution of any disputes.

## **CHAPTER II : ACCEPTANCE**

### **Art. 13. CLIENT ACCEPTANCE POLICY**

- a. We are obligated by law to confirm and verify the identity of both person and legal entity who registers on our system and opens an Account with us; therefore, as part of our obligations to comply with applicable “Anti-Money Laundering (“AML”) & Know Your Customer (“KYC”) Legislation”, you will be prompted to provide us with the following formation when you register with us: (a) name; (b) address/ residency; (c) date of birth; (d) nationality; (e) contact information; (e) payment instructions (including tax identity number, economic information, etc); and any other personally identifiable information that we may ask for from time to time, such as a copy of your passport and/or other identifying documents.
- b. We are further obliged by law to make assessments to determine the extent to which the service or product is suitable to your needs and/or appropriate to your level of knowledge and experience. We have adopted a ‘Appropriateness test’ which shall apply to all Clients who shall complete and satisfy this requirement during the registration process before being provided investment services, unless you are classified as ‘Professional Client or Eligible counterparty’ by default.
- c. You acknowledge that we shall obtain, verify and record information identifying each individual Client who registers a Client Account with us as per applicable Laws. Upon registration process or at any given period thereafter and in the events before commencing your trading activities, we shall require you to provide personal identifiable information and documentation within fourteen (14) Business Days from initial deposit at the latest in order to complete the registration process.
- d. By accepting and agreeing to the terms and conditions of this Agreement, you hereby accept the following terms and conditions, and additional documentation such as policies included on our website.

### **CHAPTER III : CLIENT(S) AND ACCOUNT(S)**

#### **Art. 14. YOUR ACCOUNT**

- a. Our Services and the Transaction and/or Contracts described herein are subject to the terms and conditions set forth herein, we will facilitate the opening and operation of one (1) active Account per Client (that is, either an individual and/or corporate Account registered under the same email address).
- b. Each Client is entitled to have one (1) Client Account. Where a Client creates more than one (1) Client Account under multiple email addresses, we reserve all rights to close all trades on the one (1) Account and immediately return funds (deposit) to your source funding. When we detect your Account is engaged in abusive trading, or attempt to exploit, or defraud us to general elicit or fraudulent profits through registering more than one (1) Account, we reserve the right to terminate your access immediately.

#### **Art. 15. CLIENT CATEGORISATION**

- a. For the purpose of this Agreement, you are by default categorised as Retail Client. We categorise our Clients as Retail Clients or Professional Clients and certain Professional Clients may be further categorised as Eligible counterparties under the Law. These different levels of Client categorisation have a different level of regulatory protection afforded to them. Retail Clients are afforded the most regulatory protection; and Professional Clients are considered to be more experienced, knowledgeable and able to assess their own risk and are thus afforded less regulatory protections. You may request a different categorisation (either on an overall level or on a product level), you need to meet certain specified quantitative and qualitative criteria. Where the above criteria are not met, we reserve the right to choose whether to provide services under the requested classification. You are required to seek independent investment advice, for such Client categorisation applied to your Account does not constitute advice and/or recommendation that the financial product we offer are suitable for you.
- b. We shall treat you as a Retail Client, unless we re-categorise you as a Professional Client determined by the information completed by you through our online application process , and/or through completing the Request Form.
- c. The decision concerning re-categorisation shall remain in our absolute discretion. We will also ask for information during the registration process and if you provide sufficient information to allow us to perform the appropriateness assessment, or do not provide any information at all, we will assess whether you have the necessary knowledge and experience to understand the risk involved, what is suitable or appropriate for you or your best interest. Where we consider the particular product or service is not suitable or appropriate, we will warn you of this. By doing so, If you still wish to proceed we may do so at our sole discretion provided you acknowledge the risk warning prior to placing trades with us.

**Art. 16. PARTNERSHIP, ASSOCIATES AND OTHER ARRANGEMENTS**

- a. Where you are introduced to us through a third person such as a business introducer or associate or affiliate or partnership program (herein also known as an “Introducer”), you acknowledge that we are not bound by any separate agreements entered into between you and our affiliate. It is important to note that the Introducers are not authorised by us to bind us in any way, to offer credit in our name, to offer guarantees against losses, to offer investment services or legal, investment or tax advice in our name or collect your money.

**Art. 17. INACTIVE AND DORMANT ACCOUNTS**

- a. A Client Account is considered as an inactive account (the “Inactive Account”), if there is no deposit/withdrawal activity and other activity (opening/closing orders on crowdfunding pools or buy services) in the Client Account for a period of 6 (six) months.
- b. Inactive Accounts will be charged a daily inactivity fee (the “Inactivity Fee”) of TRY 200,00 or EUR 5,00 on the remaining balance of the Client Account until the balance falls to 0 (zero) or until the Client Account is reactivated.
- c. We reserve the right to change the six-month inactivity period and the amount of Inactivity Fee as we deem necessary upon notifying you.

**Art. 18. TERMINATION OF CLIENT RELATIONSHIP**

- a. This Agreement shall be valid for an indefinite time/ period until its termination from either the Company or you, the Client or parties to this Agreement. This Agreement is considered valid and is effective only if you make the first deposit with us.
- b. Without prejudice to any other provisions of this Agreement, in particular, but without limitation, those pertaining to Events of Default, our Client relationship under this Agreement shall remain in force until terminated by either Party.
- c. Without prejudice to any other provisions of this Agreement, we may terminate this agreement with immediate effect by giving you written notice.
- d. Without prejudice to any other provisions of this Agreement, parties may terminate this agreement at any time by giving written notice, at least fourteen (14) Business Days prior termination having effect at the expiration of the said Notice Period. Upon cancellation, we shall return any available funds back to the source of deposit. If you have entered into any trades or crowdfunding activities via our platform(s) you will be liable for the settlement of all your outstanding transactions and all the sums and charges which you owe at cancellation.
- e. We may terminate this Agreement immediately without giving any notice in the following cases: (i) Death of the Client; (ii) Bankruptcy/winding up or through submission of notice for the aforementioned; (iii) Decision conferred by Competent authority; (iv) Breach of provision of this Agreement; (v) Breach any legal obligations to which you are subject, including but not limited to, the relevant Rules relating to exchange control and registration requirements; (vi) Directly or indirectly engaging us in any type of fraudulent, illegitimate or illegal events; (vii) Force Majeure event; (viii) Engagement in practices, in our discretion, which fall outside the scope of this Agreement; and (ix) Any of the circumstances that shall constitute an "Event of Default described in this Agreement.
- f. PLEASE NOTE THAT IN ALL CASES, WHERE YOU HAVE PARTICIPATED IN A CROWDFUNDING ACTIVITY THROUGH OUR PLATFORM, THE FUNDS YOU HAVE TRANSFERRED SHALL BE ALLOCATED EXCLUSIVELY AND IRREVOCABLY TO THE

PURPOSE OF FINANCING THE CROWDFUNDED PROJECT TO WHICH YOU OPTED TO PARTICIPATE. SUCH FUNDS WILL THEREFORE BE FULLY DEPLOYED FOR THE IMPLEMENTATION OF THE INITIATIVE, WITHOUT ANY OBLIGATION TO RETURN OR REIMBURSE THE ORIGINAL CONTRIBUTION. By doing so, you expressly waive any claim to restitution of the contributed amount, other than the benefits expressly described in the relevant crowdfunding campaign. As part of the crowdfunding mechanism, you may be credited with a certain number of internal Coins, calculated based on a nominal conversion ratio determined by the Platform. These Coins do not represent a monetary reimbursement and shall not be linked in value to your fiat currency contribution. Coins may, however, be used within the Platform to access available services, benefits, features or utilities, or may, where permitted by the Platform, be transferred to your personal wallet.

- g. Upon termination, all amounts payable by you to us shall become immediately due and payable, including (but not limited to): (a) all outstanding fees, charges and commissions; (b) any costs or expenses incurred by us in connection with the termination of this Agreement; and (c) any losses, damages or fees arising from the closure or settlement of open Transactions, Contracts, or crowdfunding participations executed on your behalf.
- h. Following termination, we shall proceed to finalise and close any Transaction and/or Contract, including crowdfunding activities, already undertaken or in the process of execution. These Terms and Conditions shall continue to govern the parties in respect of all such outstanding matters. We reserve the right to withhold the transfer of any credit balances until all open Transactions and/or Contracts have been closed and all amounts owed to us have been satisfied. We may also deduct any applicable charges arising from the execution of your withdrawal or the transfer of remaining funds.
- i. Upon terminating, the Agreement shall not in any case affect the rights which have arisen, existing commitments or any contractual provision which was intended to remain in force after the termination and in the case of termination, you shall pay: (a) Any pending fee of the Company and any other amount payable to the Company; (b) Any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement; and (c) Any damages which arose during the arrangement or settlement of pending obligations.
- j. In the event that you involve us, directly or indirectly, in any type of fraud, we reserve the right, at our sole discretion and without prejudice to any other rights we may have under this Agreement, to reverse all previous Transaction and/or Contract, which would or could place our interests and/or any of our (other) Clients' interests at risk
- k. You agree that any termination of your access to the Site and/or the Services under any provision of this Agreement may be effected without prior notice.

**Art. 19. AUTHORISATION OF THIRD PARTY(S) TO YOUR ACCOUNT(S)**

- a. You must inform us in writing of the persons you have granted a Power-of-Attorney to instruct us on your behalf. We do reserve the right, however, at our sole discretion, to reject the appointment of any representative/Power-of-Attorney authorised to act in your Account and we may elect, at our sole discretion, to dismiss and/or reject at any time any Transaction and/or Contract performed by such Authorised Representative/power of attorney. You are accountable to us for losses or damages which we may suffer as a result of instructions from an Authorised Person who has general or specific Power-of-attorney to give us Instructions on your behalf.

- b. It is your sole responsibility to monitor the activities of any authorised persons whom you allow to trade through your Account with us and ensure that all activities are in accordance with your authorisation. You are solely responsible for any losses suffered by you as a result of the activities of the authorised persons, with respect to any orders placed or trades carried out in the event where such persons exceeded your authority or acted fraudulently.

**Art. 20. COMPLAINTS AND DISPUTE RESOLUTION**

- a. In the event a Client has raised an inquiry, or question, or problem or a complaint with the our products or services or account executive or another employee of the company without receiving a satisfactory answer, you are entitled to file a written complaint or inquiry with our compliance department. The compliance department will hereafter investigate and answer the complaint or inquiry, to ensure your inquiry or complaints are dealt with fairly and promptly.
- b. The Client may register a complaint or inquiry by using any of the following options: completion of the official complaint form or the inquiry form and submitting to our email or to post it.
- c. The information concerning the compensation including the conditions for eligibility and how claims may be filed, are made available on our website.



## **CHAPTER IV : ACCESS AND USE OF OUR PLATFORM**

### **Art. 21. PRODUCT AND SERVICES OFFERED**

- a. We offer our Clients the following services that we are authorised to provide in accordance with our licence authorization and are governed by the forms of this Agreement: (i) Reception and transmission of orders in relation to one or more financial instruments; (ii) Execution of orders on behalf of Clients; (iii) Execution of Crowdfunding project with the money deposited recognising interest as a premium for participating and other benefits; (iv) Dealing on Own Account; and (v) Portfolio Management. In addition, we will provide you with ancillary services. As regards crowdfunding projects, you expressly acknowledge that all amounts deposited into the platform for such purposes shall be allocated entirely and irrevocably to the underlying crowdfunding activities, in accordance with the applicable Turkish legislation governing crowdfunding platforms, including Law No. 6362 on Capital Markets (Sermaye Piyasası Kanunu) and the relevant provisions of the Crowdfunding Communiqué (III-35/A.2) issued by the Capital Markets Board (CMB). Following your participation, you will receive a proprietary utility token (Coin), issued and managed within the platform, which will reflect a nominal value determined by us at our sole discretion and disconnected from the original monetary value deposited. This Coin does not confer a right to claim back the fiat currency deposited, nor does it constitute a security, financial instrument or e-money under Turkish law. The Coin may be (i) used within the platform to access services, digital items, or benefits linked to specific crowdfunding projects, or (ii) transferred to a compatible wallet address associated with your account, subject to technical availability and in compliance with blockchain transfer protocols. Coins may be certified and recorded via blockchain technology, enabling traceability and transparency of issuance and transactions, but do not grant any legal right of redemption or monetary reimbursement. By participating, you accept the speculative nature of the crowdfunding process, including the inherent risk of total or partial loss of the deposited amounts and the fluctuating value of the Coin. For full details on the use, value and restrictions of the Coin, you are invited to consult the dedicated “Token Policy and Crowdfunding Rules” section on the platform.
- b. It shall be clarified and noted that we deal on an execution-only basis and do not advise on the merits of particular Transaction and/or Contract, their legal or taxation consequences or portfolio management.
- c. Moreover, we shall evaluate your registration questionnaire submitted electronically to us for the purpose of becoming a Client of ours and shall inform you by email whether your application is accepted or not. We reserve the right to refuse and/or decline your application(s), at our sole discretion and for any reason, without being obliged to provide you with any explanation or justification. In particular as regards your acceptance and acknowledgement of this Agreement, we will become a counterparty bound to this Agreement, and this Agreement will become binding on us, only as of the date on which we are sending the aforesaid electronic confirmation via e-mail, as indicated thereon (the “Effective Date”).
- d. Where we issue technical or other market analysis or marketing content, this is not directed and does not have regard to the investment objectives or specific circumstances for you. These analysis or content should not be construed as any form of investment advice. Moreover, we may from time to time and at our discretion provide information and recommendations in newsletters which it may post on the website or provide to subscribers via the website or otherwise. Where it does so such

information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice.

- e. You assume all responsibility in relation to any investment strategy, transaction or investment, tax costs, and for any consequences brought by any activity that you perform, and we shall not be held responsible nor you shall rely on us for the aforementioned.
- f. Where we may provide general trading recommendations, market commentary or other information in our newsletters and/ or website: (a) This is incidental to your dealing relationship with us. It is provided solely to enable you to make own investment decisions and does not result to investment advice; (b) If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on to any such person or category of persons; (c) We provide no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any Transaction and/or Contract; and (d) You accept prior to its dispatch, we may have made use of the information on which it is based. We do not make representations as to the time of receipt by you and cannot guarantee that you will receive such information at the same time as other Clients. Any published research reports may appear in one or more screen information services.
- g. Participation in crowdfunding activities may result, at the sole discretion of the Company and as described in the relevant Crowdfunding Term Sheet, in the attribution of a digital internal token ("Coin") to the Client. The Coin is not a currency nor a financial instrument under Turkish Capital Markets Law No. 6362, but a utility digital asset usable solely within the Platform environment. It may be credited to the Client's account as a non-refundable and non-redeemable unit of account, representing the digital counterpart to the Client's participation in the selected project.
- h. The Coin credited to the Client's account following participation in a crowdfunding activity is a proprietary digital asset issued and maintained by ETIS Technologia Consulting Ltd. Şti. (operator of the 7VEN platform and licensee of its intellectual property rights). The Coin may be used exclusively for: i. Accessing services, tools or benefits offered through the platform; ii. Participating in trading functionalities, including digital pools and liquidity events; iii. Potential transfer to an external blockchain-compatible wallet, subject to availability and to the payment of all applicable network fees (e.g., gas fees), borne exclusively by the Client. The Coin does not entitle the Client to receive directly fiat money or any reimbursement of the originally contributed funds. Its value, initially pegged 1:1 to the contributed amount, is not guaranteed over time and may fluctuate depending on the parameters of the platform's internal economy and service infrastructure. The Client acknowledges that the Coin is a speculative and non-redeemable instrument, that may lose value and utility, and that such loss shall not be attributed to the Company or to any related or affiliated third party.

**Art. 22. MEANS OF ACCESSING AND USING OUR ONLINE PLATFORM**

- a. We shall provide you with Access Codes for gaining online access to our website or platforms, thereby being able to place orders and entering into Transaction and/or Contract with us. Further, you will be able to use our platforms with the use of a personal computer, smartphone or any other similar device that is connected to the internet. In this respect, you understand that we can, at our absolute discretion, terminate your access to our systems in order to protect both the Company's and your interests and to ensure the systems' effectiveness and efficiency. You agree that you will keep the Access Codes in a safe place chosen at your discretion and will not reveal them to any other person. You will not proceed and avoid proceeding in any action that could probably allow the irregular or unauthorised access or use of our platforms
- b. You are responsible for all acts or omissions that occur within the website through the use of your registration information. If you believe that someone has used or is using your registration information, user name or password to access any Service without your authorization, you should notify us immediately. You must make every effort possible to keep the Access Codes secret and known only to you and you will be liable for any Orders received by us through your Account under your Access Codes. Further, any Orders received by us will be considered as received from you.
- c. You are responsible to monitor your Account and to notify us immediately if it comes to your attention that your Access Codes are lost or being used by an unauthorised third party. Also, you agree to immediately notify us should you become aware of any failure by you to receive a message indicating the reception and/or execution of an Order, the accurate confirmation of an execution, any information for your Account balances, orders and/or Transaction and/or Contract history as well as in case you receive confirmation of an Order that you did not place.
- d. You shall be solely responsible for providing and maintaining the means by which to access and use our online platform, which may include, but shall not be limited to, a personal computer, modem and telephone or other access lines. You shall be responsible for all access and service fees necessary to connect to our online platform and you shall assume all charges incurred in accessing such systems.
- e. In the event of a quoting or execution error, we reserve the right to make the necessary corrections or adjustments on the Account involved. Any dispute arising from such quoting or execution errors will be resolved by us in our sole and absolute discretion.
- f. We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use any Electronic Service, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example due to your non-compliance with the Applicable Regulations, breach of any provision of this Agreement, on the occurrence of an Event of Default, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of security. In addition, the use of the service may be terminated automatically, upon the termination (for whatever reason) of any licence granted to us which relates to the particular service; or this Agreement.
- g. Our online platform may contain software that is provided for downloading (hereinafter referred to as "Software"). You acknowledge and agree that we make no warranty whatsoever that any Software downloaded onto your computer or mobile or any other devices from or through our online trading platform or elsewhere will be compatible with, or operate without interruption on, your computer or mobile or any other devices, nor do we warrant that any such Software is or will be uninterrupted, error-free or available at all times or failure of or damage to, hardware or

software. Our online trading platform is not associated with the Software it may provide for download and we cannot be held liable for issues or faults that arise from the download or use of any such Software. We expressly disclaim any liability with respect to the foregoing, you hereby agree to fully indemnify, defend and hold us harmless from any and all damages, liabilities, losses, costs, and expenses that may arise therefrom.

- h. We further reserve the right to suspend the operation of our online platform, or any part(s) or sections thereof, at any time. In such an event, we may, at our sole discretion (with or without notice), close out your open positions, transaction or Contracts at prices we consider fair and reasonable at such a time, and no claims may be entertained against us in connection thereto
- i. We may, at our sole discretion, impose volume or other limits on any all Account types.
- j. You understand that while the Internet and the World Wide Web are generally reliable, cybersecurity threats or technical problems or other conditions may delay or prevent you from accessing and/or using our online platform.
- k. Access to the Platform may also enable the use, transfer and management of Coin received as a result of participation in Crowdfunding activities. You are solely responsible for maintaining access to your blockchain wallet, if used, and for ensuring the secure custody of your credentials. We accept no liability for the loss of Coin resulting from the loss of access to such wallets or unauthorised use thereof.

#### **Art. 23. ORDER EXECUTION POLICY**

- a. We take all reasonable steps to obtain the best possible results for our Clients. When we quote a price for a service, market conditions may change.
- b. You can place an Order through our trading platform. Once your instructions or Orders are received by us, they cannot be revoked, except with our written consent which may be given at our sole and absolute discretion.
- c. We use all reasonable endeavours to execute any order promptly, but in accepting your orders we do not represent or warrant that it will be possible to execute such an order or that execution will be possible according to your instructions. In the case we encounter any material difficulty in carrying out an order on your behalf, for example in case the market is closed and/ or due to illiquidity in financial instruments and other market conditions, we shall promptly notify you.
- d. Orders related to Coin usage or conversion shall be subject to the operational procedures and availability defined on the Platform. The execution of such orders may be limited, delayed, or suspended in case of technical issues, market illiquidity, or any legal or regulatory restriction, and the Client shall not be entitled to any compensation for such limitations.
- e. Without limiting the foregoing, by using our services you understand and acknowledge that failure to provide your information and documentation within the required time-frame, or provide inaccurate, incomplete or otherwise misleading information for verifying your identity we reserve the right to restrict transaction order(s), block access to the services (including closing all open positions) and/or terminate the you Client Account if such information is not provided. You should note that any applicable charges may be instantly deducted from your Account(s).
- f. We reserve the right but not the obligation to set limits and parameters to control your ability to place orders at our absolute discretion. We may at any time require you to limit the number of open positions which you may have with us. Such trading limits may be amended, increased, decreased, removed or added by us at our absolute discretion.

**Art. 24.           LIMITATIONS ON PROFESSIONAL ADVICE**

- a. Our platform is NOT intended to provide legal, tax or investment advice. Any and all information on our trading platform is for educational purposes only and is under no circumstance intended to provide legal, tax or investment advice and no guarantee is represented from any statements about profits or income, whether express or implied. You are solely responsible for determining whether any investment, investment strategy or related Transaction and/or Contract is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.
- b. The issuance, assignment and valuation of Coin in the context of Crowdfunding activities shall not be construed or promoted as investment advice or financial return. The Client is aware that such participation involves a speculative component and the risk of full loss of the fiat amount originally deposited.

**Art. 25.           ACCURACY OF INFORMATION**

- a. While we have made every effort to ensure the accuracy of the information provided to you, through one or more of our services, including a wide range of financial information that is generated internally, from agents, suppliers or partners ("Third party Providers"). These include, but are not limited to financial market data, quotes and news, analyst opinions and research reports, graphs and data ("Financial Information"). The financial information provided on our website is subject to change without notice and is not intended for investment advice. Neither we, our Affiliate companies, and our third party Providers do not guarantee the accuracy, timeliness, completeness or correct sequencing of the financial information or the results of your use of this financial information. We do not guarantee its accuracy, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access our online trading platform, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through our online trading platform and our website.

**Art. 26.           MARKET DATA**

- a. At certain times, we may provide various analytical tools such as market data, exchange rates, news, headlines and graphs), links to other websites, circulate newsletters, and/or provide you with third parties' information on our online trading platform, for your convenience only. By doing so, we are not endorsing, giving any representation, warranting, guaranteeing or sponsoring the accuracy, correctness, timeliness, completeness, the suitability of such information for you, and/or as to the effect or consequences of such information on you. Such information is not to be considered as constituting a track record. Past performance is no guarantee of future results and we specifically advise clients and prospects to carefully review all claims and representations made by other traders, advisors, bloggers, money managers and system vendors before making an investment decision on the basis of any of the foregoing.
- b. In no event shall we and/or any of our affiliates be liable, directly or indirectly, to anyone for any damage or loss arising from or relating to any use, continued use or reliance on any such tools, websites, newsletters, and/or information provided on our online trading platform. In particular, with respect, exchange rates, news, headlines and graphs and/or other information that we and/or any third party service provider provides to you in connection with the use of our online trading platform: (i) we are not responsible or liable if any of such data or information is inaccurate or incomplete in any respect; (ii) You are responsible (and we shall not be liable) for any actions that

you take or refrain from taking as a result of such data or information; (iii) You will not use such data or information for inappropriate or illegal purposes; (iv) You acknowledge that any such data or information is our property and/or, as the case may be, the property of our third party service providers and you will not retransmit or disclose such data or information to third parties except as required by relevant laws; and (v) You will use such data or information solely in compliance with all relevant applicable laws, rules and regulations. The foregoing shall apply regardless of whether a claim arises in contract, tort, negligence, strict liability otherwise.

- c. Information related to Coin valuation, Crowdfunding project progress or use of funds may be published within the Platform. Such information is provided for transparency and reference only, and does not imply any form of reporting obligation or fiduciary duty. The Platform is not bound to publish real-time updates or performance indicators related to such initiatives.

#### **Art. 27. THIRD PARTY CONTENT AND RESEARCH**

- a. Our trading platform may include general news and information, commentary, interactive tools, quotes, research reports and data concerning the foreign exchange markets, other financial markets and other subjects. Some of this content may be supplied by Persons that are not affiliated with us ("Third party Content"). Such Third Party Content is provided for informational purposes only and we, as well as its Third--party Content providers specifically disclaim any liability for Third-party Content available on our online trading platform. You will use Third-party Content only at your own risk. The third party Content is protected by applicable intellectual property laws and international treaties and is owned by or licensed from the Third-party Content provider(s) credited.

#### **Art. 28. PROHIBITED TRADING TECHNIQUES**

- a. The concept of using strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices and/or by taking advantages of internet delays, commonly known as 'arbitrage', 'sniping' or 'scalping' cannot exist in our platform.
- b. You agree that you will not use our products and services for any unauthorised activity. "Unauthorised activity" means any act, including but not limited to money laundering or any other activity involving the purchase of the Financial Products on one market for immediate resale on another market in order to profit from a price discrepancy or pricing error.
- c. In such events and where we reasonably believe that any Transaction and/or Contract involves an unauthorised and/ or abusive activity, we will have and retain the right to: (a) adjust the offered pay-outs available to such Clients; and/ or; (b) restrict Clients' access to streaming, instantly tradable quotes, including providing manual quotation only; and/ or (c) obtain from Clients' Accounts any historic trading profits that they have gained through such abuse of liquidity as determined by us at any time during our trading relationship; and/ or (d) reject an order or to cancel a trade; and/ or (e) cancel or reserve any Transaction and/or Contract; and/ or (f) terminate our trading relationship with immediate effect.
- d. We reserve the right, at our sole discretion, NOT to permit the abusive exploitation of Arbitrage on our online platform and/or in connection with our Services.
- e. Should you execute strategies with the objective of exploiting such misquotation(s) or act in bad faith (commonly known as 'sniping 'orand 'latency arbitrage'), we shall consider this as unacceptable behaviour. Should we determine, at our sole discretion and in good faith, that any trading activity is exploiting, taking advantage, benefitting, attempting to take advantage or benefit of such misquotation(s) or that any Client is committing any other improper or abusive trading act

such as for example: (a) orders placed based on manipulated prices as a result of system errors or system malfunctions; (b) arbitrage trading on prices offered by our platforms as a result of systems errors; (c) fraud/ illegal actions that led to the Transaction and/or Contract; and (d) coordinated Transaction and/or Contract by related parties in order to take advantage of systems errors and delays on systems updates.

- f. Any abusive or manipulative use of the Coin functionalities, including artificial transaction patterns aimed at exploiting its internal value attribution or external transfer mechanisms, shall be deemed as prohibited activity under this Agreement and may result in the immediate suspension or termination of your account, without prejudice to our right to recover any unlawfully obtained advantage.
- g. You agree not to attempt to abuse our trading platforms in an attempt to make illegal profits or to attempt to profit by taking advantage of the server latency, or applying practices such as price manipulation, lag trading, time manipulation.

**Art. 29. HYPERLINKS TO OTHER SITES CONTROLLED OR OFFERED BY THIRD PARTIES**

- a. We may provide links to other third party websites that are controlled or offered by third parties. Such links to another third party website or websites is NOT an endorsement, authorization, sponsorship or affiliation with respect to such third party website, its owners or its providers, and you agree that you will under no circumstances hold us liable for any damages or losses caused by the use of or reliance on any content, goods or services available on other third party websites.
- b. We make NO representations whatsoever about any other third party website, which you may access through our online trading platform or which may link to our online trading platform. When you access any other third party website, please understand that it is independent of our online trading platforms and that we have no control over the content on such third party website(s). In addition, a link from a third party website to our online trading platform does not mean that we endorse or accept any responsibility for the content or the use of such third party websites.

**Art. 30. FORWARD LOOKING EARNINGS STATEMENTS**

- a. Every effort has been made to accurately represent our services and their potential on our online platform. There is no guarantee that you will earn any money or income at all using the techniques and ideas in or through the material or product provided on or through our online platform. Do not interpret examples in these materials as a promise or guarantee of earnings. Such earning potential is at all times entirely dependent on the person using any of our services, products, ideas and techniques. In particular, with regard to participation in Crowdfunding projects or the receipt and use of Coin through our platform, you expressly acknowledge that no forward-looking earnings statement, projection, or potential value growth shall be construed as a representation or assurance of financial return. Participation in Crowdfunding initiatives involves inherent uncertainty and speculative elements, including the total loss of the amount deposited. The Coin credited to you shall not be considered a form of investment, security, or guarantee of any monetary or equivalent future return.
- b. Your level of success in attaining the results that may be claimed in our materials depends on many factors, including, but not limited to the time you devote to the services, programs, ideas and techniques mentioned, as well as your financial situation, knowledge, and experience and various skills. All these differ according to individuals, and so we can not, nor do we, guarantee your success or income level. We are not responsible for any of your actions.

- c. It is possible that some of the materials or products provided on or through our online platform may contain information that includes, or based upon, forward-looking earnings statements give our expectations or forecasts of future events. These statements can be identified by the fact that they do not relate directly or strictly to either historical or current facts. Such statements may use words such as “anticipate”, “belief”, “estimate”, “except”, “intend”, “project”, “plan” and other words and terms of similar meaning in connection with a description of potential earnings or financial performance. Should such a statement be used by us on our online trading platform or in any of our marketing material or communications or highlights, they are solely intended to express our opinion of earnings potential. Many factors will be important in determinino your actual results and so please note that no guarantees are made, neither to you nor to anyone else, that you or anyone else will achieve results similar to the ones mentioned on our online platform or in any marketing material or communications. In fact, no guarantees are made that you will achieve any results from any ideas, techniques or software provided on our online trading platform or marketing material or communications as may appear anywhere on our online platform or website. This applies especially to any forward-looking indication that may concern the value, usability, or potential convertibility of Coin assigned in connection with Crowdfunding activities, which shall remain subject to our sole discretion, regulatory limitations, and the specific terms of each initiative. No future market, economic or usage scenario relating to the Coin shall be inferred or relied upon unless expressly and contractually set forth.



## CHAPTER V : ECONOMIC ASPECTS

### Art. 31. PAYMENT TERMS

- a. You agree to abide by the conditions set herein. You are responsible for all third party electronic payments, transfer or other bank fees in respect of payment as well as any fees or charges imposed by us, which may be based on the elected payment method. Any fees or charges imposed by us will be listed on the Payment Method on our website. Unless specified otherwise in these Terms and Conditions, all amounts due to us (or to any agents used by us) under this Agreement shall, at our sole discretion: (a) be deducted from any funds held by us for you; or (b) be paid by you in accordance with the provisions of the relevant difference Account, settlement/trade confirmation or other advice.
- b. If you give an instruction to withdraw funds from your Account, we will deduct the requested funds immediately from your Account balance and shall use our best efforts to process the specified withdrawal request within 14 Business Day following the day on which the withdrawal request has been accepted, provided that the following requirements are met: (a) the withdrawal request includes all necessary information; (b) the instruction is to make a payment through a payment method in your name (*e.g.* bank wire transfer, e-wallets, etc...); and (c) you have provided full identification documentation to support your withdrawal request. In the event that your funds have been previously allocated to one or more Crowdfunding Activities, whether pending, ongoing, or completed, you expressly acknowledge that such funds may be considered committed and no longer available for withdrawal. Only the portion of your Account balance not yet earmarked for any Crowdfunding project may be eligible for withdrawal under the conditions provided herein. The allocation of your funds to such projects may occur automatically upon confirmation of your participation, and you hereby waive any right to reverse such allocation once execution has commenced.
- c. If we accept any payments to be made by a debit card, credit card, or any other payment method in respect of which processing fees may be charged, we reserve the right to levy a transfer charge. Coins received as part of your participation in Crowdfunding projects may be freely transferred to an external digital wallet owned and controlled by you, provided that such wallet is technically compatible with the blockchain protocol used by the Platform. All costs related to the transfer of Coins — including but not limited to blockchain network (“gas”) fees, smart contract deployment costs, or wallet handling charges — shall be borne exclusively by you. We shall not be liable for any delays, losses, or technical issues related to such transfers once the transaction has been validated and broadcast to the blockchain.
- d. If you make a payment/deposit, we shall, without prejudice to any other provisions of this Agreement, use or best efforts to credit your Account with the amount of such payment within 3 Business Day following the day on which the deposit has been accepted, if we are satisfied that you are the sender of the funds. If we are not satisfied that you are the sender of the funds deposited in your Account, we reserve the right to reject such funds and return them to the remitter net of any transfer fees or other charges. You may be required to submit additional documentation as required by applicable Laws of “Anti-Money Laundering (“AML”) & Know Your Customer (“KYC”)” and/or any other similar rules and regulations applicable to us.
- e. If you place a withdrawal after no crowdfunding activity, we reserve the right to charge you 5 % of the total withdrawal amount. We reserve the right to amend, alter or modify such Fee at any time and at our sole discretion.

- f. All foreign currency exchange risk arising from any deposits in and/or withdrawals from your Account, or resulting from the compliance by us with our obligations or the exercise by us of our rights under these Terms and Conditions, will be borne by you.
- g. We shall not be obliged to shall not be liable: (a) to pay interest to you on any credit balance(s) in any Account(s) or on any other funds you deposit with us or which we are holding on your behalf; or (b) Account to you for any interest received by us, or in respect of which we are the beneficiary, in connection with any funds you deposit with us or which we are holding on your behalf, or in connection with any Transaction and/or Contract; you consent to waive all rights to such interest and you acknowledge and agree that we will be the beneficiary of all such interest. You understand and agree that Coins do not represent a deposit, currency, financial security, or payment instrument under Turkish law, and cannot be redeemed for cash or other legal tender through the Platform unless specifically authorised by applicable regulations and by the terms of the relevant Crowdfunding project. The nominal value attributed to a Coin is for internal accounting and utility purposes only and does not reflect a fixed or guaranteed monetary equivalent.

**Art. 32. CLIENTS FUNDS, MONEY AND SAFEGUARDING OBLIGATIONS**

- a. Your funds are held in various reputable banks, credit institutions, payment service providers, Electronic Money Institutions (EMIs) and/or financial institutions which are regulated within the European Union (EU) and/or European Economic Areas (EEA). For more information about the complete list of the providers that we cooperate with us is available on our website.
- b. Without foregoing the aforementioned, all funds (including collateral by that we mean securities, investments or financial instrument, or acceptable to us in lieu of cash) held by us on behalf of you, the Client for the provision of our services, will be held in one or more bank accounts opened with the central bank or reputable credit institutions or bank. You accept that such Clients' funds will be subject to the Laws of that territory and therefore your rights differ accordingly.
- c. We shall exercise due skill, care and diligence in the selection, appointment and periodic review of the credit institutions, banks and the qualifying market fund for the holding and safekeeping of Clients' funds.
- d. It is commonly understood that any amount payable by us to you, shall be paid directly to you to a bank account the beneficial owner of which is you. Fund transfer requests are processed by us within the time period specified on our website and the time needed for crediting into your personal account will depend on your bank account provider.
- e. We retain a right of set off and may, at our discretion, from time to time and without your authorization, set-off any amounts held on behalf and/or to the credit of you against your obligation to us. Unless otherwise agreed in writing by the Company and you, this Agreement shall not give rise to rights of credit facilities.

**Art. 33. DEPOSITS**

- a. We reserve the right to impose deposit limits in our system(s), at any time.
- b. You agree, any funds transmitted to our bank accounts by you or, where permitted, on your behalf, will be deposited into your Account with us at the value date of when the received by us and net of any charges/fees charged by the bank account providers, our payment service providers and/or any other intermediary involved in such Transaction and/or Contract process.

#### **Art. 34. REFUNDS AND WITHDRAWALS**

- a. We reserve the right to impose withdrawal limits in our systems, at any time.
- b. Upon submitting a withdrawal request, before proceeding with any withdrawal request the following requirements must be satisfied: (a) the withdrawal instruction provides all the necessary information; (b) comply with any instruction for the submission of additional documents to satisfy our due diligence requirements and/or Anti-money laundering laws; (c) the instruction to make a bank transfer to a bank account in the Client's name and no payments to third party or anonymous Account is accepted; (d) the withdrawal amount does not exceed the equity in your Account less any required margin (also for crowdfunding) or outstanding regulatory or legal issues affecting the withdrawal; (e) withdrawal request placed with a different method compared to method used to deposit may be rejected, but withdrawal through another method used in the past maybe permitted; (f) where we are not satisfied with the documents provided by you, we reserve the right to reverse the transaction in part or in full, net of any transfer fees, charges or other deductions incurred by us; and (g) no force majeure event prohibiting us from effecting the withdrawal. Where funds have been allocated to crowdfunding activities and a Coin has been issued, no withdrawal of the underlying funds shall be possible, unless otherwise expressly stated in the Crowdfunding Term Sheet. Only the unallocated and available balance may be withdrawn, subject to applicable verification procedures.
- c. You have the right to withdraw funds which are not used for margin payments, free from any obligations from your Client Account without closing the said Account. You have the right to withdraw funds from your Client Account only to the extent that such funds have not been allocated, used, or otherwise committed to any Crowdfunding Activity executed on the Platform. Once funds are designated to a specific Crowdfunding project, whether in full or in part, such funds shall be deemed fully committed, non-redeemable, and unavailable for refund or withdrawal, unless explicitly provided otherwise in the applicable project terms. The remaining uncommitted funds, if any, may be withdrawn in accordance with the procedures set out herein, and subject to any applicable withholding obligations. Any Coin received in exchange for participation in a Crowdfunding Activity shall not be considered as a redeemable asset for legal tender or fiat currency by default. Coins may however be transferred to a compatible blockchain wallet of the Client, provided the applicable blockchain permits it. All transfer-related costs, including gas fees or third-party network charges, shall be exclusively borne by the Client. The Platform shall not be held liable for any delays, network congestion, or incompatibility with the destination wallet or protocol selected by the Client.
- d. Any payment methods elected by you may *occasionally* incur fees as mentioned in this document, and such fees are set and applied by the elected payment provider or banking institution or the Company. E.g. you may incur bank processing fees which are outside our control. You further agree, we reserve the right to apply the following additional terms when processing payments: i) Any attempts to exploit some payment methods (including fraud or deceptive techniques, or wilful misconduct, etc), we reserve the right to charge a fee up to 5% on the amount to be transferred. ii) Any payments made by e-wallet (Neteller/Skrill/etc.), we will impose a transfer fee up to 5% for specific countries.
- e. You can place one (1) withdrawal on your Client's Account per day without any charges. Should you decide to place more than one (1) withdrawal per day, we reserve the right to charge you a fee of 3.5 % of the total withdrawal amount.

- f. Withdrawals via bank wire method, will incur a charge. The minimum amount for withdrawals via bank wire method is 15 EUR after deducting the above mentioned fees.
- g. When a withdrawal or refund is performed, we reserve the right (but shall under no circumstances be obliged) to remit the funds to the same remitter from, and by the same payment method through which such funds were initially received by us. In that connection, we reserve the right, at our sole discretion, (a) to decline withdrawals via certain specific payment methods; (b) return the funds to the sender, net of any transfer fees or charges which we may incur. and/or (c) to require another payment method as the one indicated in any withdrawal request, in which instance a new withdrawal request may have to be submitted. We will only deviate from this policy where we have been satisfied that this will not be contrary to any of our policies and applicable legislation.
- h. You are responsible for ensuring the correctness of the payment details that you provided to us. You agree to provide proof of identity of the bank account or payment card holder which funds are being transferred on a withdrawal or other supporting documentation to comply with our Anti-Money Laundering laws. We accept no responsibility where you neglected to provide accurate bank or payment details, including falsifying information you are asked to disclose.
- i. We approve withdrawals requests within one 5 Business Day following the receipt of the transfer instructions. We process withdrawals requests within the time limit specified in this document. The withdrawal applications which have not been received during business operating hours and/or on during Business Days will be dealt with in the next Business Day.
- j. When your withdrawal application is approved and processed, it may take time for the banks and/or payment processors to process the payment, in these cases we shall not be held liable for such delays. You should be aware, however, that the actual time for processing may vary between times of any past deposits is not indicative and cannot guarantee that any subsequent deposits would be processed in a similar timeframe. You agree that we or the banks or payment service providers (PSPs) or credit institutions that we collaborate with may introduce limits on the total amount of money that can be accepted for the transfer or transferred by or to us or them at any given time or on an aggregated limit basis. Where we set a deposit limit, based on market circumstances, you will be notified of the same.
- k. You agree, when we so request, to pay any bank transfer fees incurred when you are withdrawing funds from your Account or when funds are refunded by us to your designated bank account. You are solely responsible for the payment details you are providing us with and we do not accept any responsibility for your funds if the payment details you have provided to us are incorrect or incomplete. It is also understood that we do not accept any responsibility for any funds that are not directly deposited into our bank accounts.
- l. Any Client Account other than those classified as Retail Client Accounts and as prohibited by the relevant Regulations, we may in our reasonable discretion use available credit amount which either we or an associated third party hold for you to reduce the amount that is owed to us in the Account, or to the relevant associated third party. We may "set off" and exercise this right even if it may result in the closure of open positions in any Account from which funds are transferred. Where we have exercised our right to set off we will notify you of the sums which were used against the debit.
- m. By placing money with us, you agree that all money you place on your Account is done so in anticipation of transacting and therefore has the purpose of securing or covering your present, future, actual, contingent or prospective obligations to us. You should not place any money with us that is not for the purpose of securing or covering your present, future, actual, contingent or prospective obligations to us.

- n. You explicitly acknowledge that participation in Crowdfunding Activities offered through our Platform constitutes an irrevocable commitment of funds for the purposes and duration of the designated project. Accordingly, no refund, cancellation, or withdrawal shall be permitted with regard to any such funds, unless specifically provided under the applicable project terms or where otherwise required by binding law. Furthermore, the issuance of Coin upon such participation shall constitute full and final settlement of your right to claim against the amounts allocated.

**Art. 35. TAX**

- a. You agree, you are responsible for the payment of all taxes that may arise in relation to your Transaction and/or Contract with us. We do not provide any tax advisory services to you on any tax issues related to any investment services or products offered. You are solely responsible to seek independent tax advice (including V.A.T) with respect to the tax implication of the investment services or products offered (if applicable).

**Art. 36. CHEQUES AND CASH PAYMENTS**

- a. We shall not accept payments by cash and/or cheque.

**Art. 37. USE OF CREDIT/DEBIT CARDS**

- a. You can deposit or withdraw funds to/from your Account with us easily by credit or debit card, and the transaction process is electronically carried out online. We reserve the right to require that you register with us your credit or debit card information, and submit documentation as required by applicable rules and Regulations. The credit or debit card must be connected to your personal information which is already identified and verified by us.
- b. Upon submitting your credit card registration, you may be required to submit documentation as required by applicable Laws of “Anti-Money Laundering (“AML”) & Know Your Customer (“KYC”)” and/or any other similar rules and regulations applicable to us. Once your credit card has been successfully registered, you can start depositing funds into your Account by credit card.
- c. You agree and understand that it is a serious criminal offence to provide false or inaccurate information during your credit/debit card registration. At the very least, you may be prevented from accessing our online platform via your current and future Accounts with us. Furthermore, in the event that we suspect or determine, at our sole discretion, that the information you provided during your credit/debit card registration is false or incorrect, we reserve the right, at our sole discretion, to take all action as we see fit, including, without limitation, completely blocking access to our online trading platform, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibited activity and we shall be entitled to inform any Interested third parties of your breach of this paragraph; any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately; we have, and will continue to develop any tools necessary to identify credit/debit card fraud; any dispute arising from such fraudulent activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.
- d. Fraudulent Transaction and/or Contracts are immediately cancelled after being detected. Furthermore, in such instances, we reserve the right, at our sole discretion, to take all action as we see fit.

**Art. 38. CHARGEBACK TERMS**

- a. By accepting this Agreement, you agree to contact us with the aim to resolve any problem you might have before requesting a chargeback from your bank or credit card provider at any time while or after using our services. A chargeback in breach of the foregoing obligation is a material breach of this Agreement.

**Art. 39. COMMISSIONS, FEES, AND CHARGES**

- a. You shall pay our commissions, swaps, spreads, costs and associated charges as agreed with you, and any applicable fees imposed by a clearing entity and interest on any amount due to us at the rates charged by us. We disclose all current typical commissions, charges and other costs. The spread will vary according to market conditions, liquidity and trade size. You may be notified about any alteration to our commissions, prices, or charges. We may notify you on or after the event.
- b. It is your responsibility to ask for further clarifications should you require so. Any applicable charges are directly deducted from your Account. You may find the comprehensive tables with all costs and associated charges regarding investment services and ancillary ancillary.
- c. The associated costs and charges may not all be represented in monetary value but may be displayed in other units such as swaps, spread, or roll-over which can vary depending on the instrument and market conditions. We shall have the right to amend from time to time our costs, fees, charges, commissions, financing fees, swaps, and roll-over charges. Such changes shall be displayed on the website/ platform while you are responsible to check for updates regularly. In the absence of a force majeure event and unless otherwise agreed in this Agreement, we shall be providing you with an advance notice on our website.
- d. You acknowledge that sometimes our commissions, spreads, charges and other costs disclosed to you on our website/ platforms are not guaranteed by us and represent an estimation only based on market conditions at the time that the operation has been opened. You further understand and acknowledge that the commissions, prices, spreads, rolls over fees and/or credits charged may vary and there may be instances when market conditions cause spreads to widen beyond the typical spreads displayed on our website. We may vary commissions, charges and other costs from time to time and such changes in commissions, charges and other costs are displayed on our website/platforms.

## **CHAPTER VI : INDEMNITY AND LIMITATION OF LIABILITY, THIRD PARTY CONTENT**

### **Art. 40. INDEMNITY AND THIRD PARTY CONTENT**

- a. It shall be noted that we and any entity related to us, will perform Transaction and/or Contract in good faith and with proper due diligence but shall not be held liable for any omission, deliberate omission or fraud by any person, firm or company from whom we receive instructions for the execution of the Orders and/or from which Transactions and/or Contracts are carried out on behalf of you, including where this would be the result of negligence, deliberate omission or fraud on the part of the Company.
- b. We will not be held liable for any lost opportunities by you that have resulted in either losses or reduction (or increase) in the value of your financial instruments.
- c. In the case we incur any claims, losses, damage, liability or expenses that arise throughout the provision of the Services and all related operations that are performed as a means for these Services to be performed to you as these are agreed in this Agreement or in relation to the potential disposal of your financial instruments, you are fully liable for these losses/ expenses/liabilities/ claims whereas we bear absolutely no responsibility and it is therefore your responsibility to indemnify us for the aforementioned.
- d. We shall not be held liable for any damage caused to you as a result of any omission, negligence, deliberate omission or fraud by the bank where our bank account is maintained. We shall not be held liable for the loss of financial instruments and funds of you in cases where your assets are kept by a third party such as a bank, or for an act, which was carried out based on inaccurate information at its disposal prior to being informed by you, of any change in the said information.
- e. We make every effort to ensure that the Banks and institutions to which your funds and/ or financial instruments are deposited are of good standing and reputation. However, we shall not be held liable in the event of a loss resulting from deterioration of the financial standing of a bank or institution, or for an event such as liquidation, receivership or any other event that causes the Bank or institution of a failure and therefore leads to a loss of all or part of the funds deposited.
- f. Our trading platform may include general news and information, commentary, interactive tools, quotes, research reports and data concerning the foreign exchange markets, other financial markets and other subjects. Some of this content may be supplied by Persons that are not affiliated with us ("Third Party Content"). Such content is provided for informational purposes only and we, as well as our Third Party Content providers specifically disclaim any liability for Third Party Content available on our trading platform. Third Party Content is protected by applicable intellectual property laws and international treaties and is owned by or licensed from the Third Party Content provider(s) credited. You will use Third Party Content only at your own risk.
- g. In relation to Crowdfunding Activities offered through the Platform, you acknowledge and accept that third-party contractors, service providers, technical operators, or entities legally or economically responsible for the financed projects may be involved. We shall not bear any liability, under any circumstance, for the conduct, performance, solvency, compliance, or effectiveness of such third parties, including, but not limited to, cases of insolvency, misconduct, fraud, omission, or delay. The Client hereby indemnifies and holds us harmless from any damages, losses, or claims arising from such third-party activities. The Company shall bear no liability for the future usability, tradability or perceived value of the Coin, whether internal or transferred to blockchain-based systems. Similarly, no liability is accepted for the conduct, success, solvency or deliverables of any

third-party entity (including contractors, service providers, and project developers) entrusted with the implementation of crowdfunding-financed activities.

- h. You further acknowledge that the Coin issued to you upon your participation in a Crowdfunding Activity is not a financial instrument and is solely intended for use within the Platform, or for transfer via supported blockchain technology, if and when available. We do not warrant or guarantee any present or future value of the Coin, nor its convertibility, liquidity, or usability outside the Platform. Any potential fluctuations in market value, lack of convertibility, or market illiquidity of the Coin—whether due to technological, economic or legal factors—shall not be attributable to us or to any of our related entities.
- i. The success, continuity, or fulfilment of any Crowdfunding Activity is the sole responsibility of the project-specific legal entity or organization (including, but not limited to, charitable, not-for-profit, or for-profit entities) which has proposed and manages the funded initiative. We act exclusively as a technology provider and incubator, enabling access to such initiatives, without assuming any managerial, legal, or economic liability for their success or completion. Each Crowdfunding Activity is accompanied by a project-specific disclosure sheet (“Crowdfunding Terms Sheet”) summarizing essential information. You are required to read and explicitly accept such documentation before participation.



**Art. 41.           DISCLAIMER AND LIMITED LIABILITY**

- a. Our obligations under this Agreement do not constitute personal obligations of our directors, officers, shareholders, partners, members, employees, Associates, Representatives, Agents, Third Party Service Providers and/or Third Party Content providers and/or any of them. Neither the Company nor its directors, officers, employees, or agents shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you under this Agreement (including any Transaction and/or Contract and/or where we have declined to enter into a proposed Transaction).
- b. In no circumstances shall we have liability for losses suffered by you or any third party for any special or consequential damages, loss of profits, loss of goodwill, trading losses or damages or loss of business opportunity arising under or in connection with this Agreement and/or the use of our trading platform, whether arising out of negligence, breach of contract, misrepresentation or otherwise. Except as otherwise required by Law, we will not be liable to you or anyone else for any loss resulting from a cause over which we do not have direct control. This includes failure of electronic or mechanical equipment or communication lines (including telephone, or internet), unauthorised access, viruses, theft, operator errors, severe or extraordinary weather (including flood, earthquakes or other act of God), fire, war, insurrection, terrorist act, labour dispute and other labour problems, accident, emergency or action of government. You acknowledge that you have not relied upon or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement. We will not be liable to you for a representation that is not set out in this Agreement and that is not fraudulent.
- c. You acknowledge that any Coin received through your participation in Crowdfunding Activities may be affected by external factors, including blockchain congestion, smart contract limitations, or fluctuations in perceived value on third-party platforms. We expressly disclaim any liability for (i) the future valuation or usability of the Coin; (ii) any unsuccessful attempt by the Client to transfer the Coin externally; (iii) compatibility issues between our platform and third-party wallets or protocols; or (iv) any lost value, delay, or unavailability resulting from the use or attempted use of the Coin outside the Platform.

## **CHAPTER VII : DEFAULTS AND REMEDIES**

### **Art. 42. DEFAULT**

- a. Each and any of the following events shall constitute an Event of Default which includes but not limited to the below events:
  - i. Event of default shall include but are not limited to: (a) your failure to make any payment or failure to do any other act required under this Agreement or by us at our reasonable discretion; (b) your failure to remit funds necessary to enable us to take delivery under any contract on the first due date; (c) your failure to provide assets for delivery, or take delivery of assets, under any contract on the first due date; (d) if you become legally mentally ill or deceased; (e) if any distress, execution or other process is levied against any of your property and is not removed, discharged or paid within seven (7) Business Days; (f) if a petition for the winding-up filed or an order is made or a resolution is passed for the winding-up; (g) if an application is made in accordance with Bankruptcy Act or any equivalent act applicable to you or, if a company, that a receiver, trustee, administrative receiver or similar officer is appointed; (h) if any security created by any mortgage or charge becomes enforceable against you and the mortgagee or takes steps to enforce the security is filed; (i) if any of your indebtedness or any of your subsidiaries become immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason at your default or your failure to discharge any indebtedness on its due date; (j) your failure to fully comply with obligations under this Agreement or any contract, including restrictions from complying with Margin requirements; (k) if any of the representations or warranties given by you are, or become, void; (l) your failure to observe or perform any other provision of this Agreement and such failure continues for 1 (one) Business Day after notice of non-performance has been provided to you by us (including an involuntary case or other procedure is commenced against you seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, or supervisory (including Corporate or other Rules potentially applicable to you, if insolvent) or seeking the appointment of a Custodian of you or any substantial part of your assets and such involuntary case or other procedure either); or (m) if we have reason to consider it necessary for our own protection, the protection other Clients or the protection of our associates; (n) any Event of default (however described) occurs in relation to you under any other agreement between us which you are a party to or another event specified for these purposes in this Agreement, or otherwise, occurs; (o) we or you are requested to close out a Transaction and/or Contract (or any part of a Contract) by any regulatory agency or authority; (p) we are obliged to do so by operation of Law; (q) you take advantage of delays occurring in the prices and place Orders at outdated prices, trades at off-market prices and/ or outside operating hours and performs any other action that constitutes improper trading and (r) you take advantage of any technical issues and place Orders.
  - ii. Any identified Conflict of interest arises and cannot be managed by the Company.

**Art. 43.        RIGHTS ON DEFAULT**

- a. You hereby authorise us to take all or any measures described in this Section without prior notice to you and you acknowledge and agree that we shall not be responsible for any consequences of us taking any such steps unless we have exercised gross negligence in connection therewith. In these circumstances, you shall execute such documents and take such other action as we may reasonably request in order to protect our rights under this Agreement.
- b. We buy or sell any investment, or financial assets where this is, or is in the reasonable opinion of we are likely to be, or need to fulfil our obligations under or pursuant to this Agreement, in each case as we may in our absolute discretion select or and upon such terms as we may in our absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realise funds sufficient to cover any amount due by you hereunder.
- c. We shall at its discretion be entitled to: (a) deliver any investment, or financial assets to any third party in order to close any contract; (b) request you to immediately close and settle contracts; (c) enter into any foreign exchange transaction, at such market rates and times as we may determine, in order to meet obligations incurred under any contract; (d) issue invoice, whether for all or part of any assets standing to the debit or credit of any Account; (e) close-out all contracts or open positions and net all your obligations towards each other as of the date fixed by us with effect to third parties; and (f) Force buy-in your open positions without notifying you
- d. Our rights under this Section shall be in addition to, and not in limitation or exclusion of, any other rights which we may have (whether by agreement, operation of law or otherwise). You authorise us to take any or all of the steps described in this Section without notice to you and acknowledge that we shall not be responsible for any consequences of it taking any such steps unless we have exercised gross negligence in connection herewith.
- e. You shall execute the documents and take the action as we may request in order to protect our rights, other Clients, and our associates under this Agreement or under any agreement you may have entered into with our associates.
- f. We may exercise our rights to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction and/or Contract or take, or refrain from taking such other action at such time or times and in such manner as, at our sole discretion, any of your financial assets under this Section, it will affect such sale, without notice or liability to you, on your behalf and apply the proceeds of sale in or towards discharge of any of your obligations to us or to our associates.
- g. Without prejudice to all our rights under this Agreement or under prevailing law, we may, at any time and without notice, combine or consolidate any of the Accounts maintained by you with us or any of its associates and off-set any and all amounts owed to, or by, we or our reasonable discretion may determine.
- h. Where termination and liquidation occurs in accordance with this Section, we shall also be entitled, at our discretion, to terminate and liquidate, in accordance with the provisions of this Section, any other Transaction and/or Contract entered into between us, which are then outstanding.

## **CHAPTER VIII : REGULATORY OBLIGATIONS**

### **Art. 44. REPORTING OBLIGATION**

- a. We shall, at all times perform our regulatory reporting obligations and exercise discretions under the reporting requirements with reasonable care, provided we do not cause anything in contrary or are not prevented from the fulfilment of our reporting obligation subject to the relevant Regulations.
- b. We are obliged to take all action as we consider necessary, at our sole and absolute discretion to ensure our reporting obligations comply with the rules or any applicable Laws and Regulations and such actions shall be binding on you and shall not render us or any of our affiliates liable.

### **Art. 45. PERSONAL DATA PROTECTION - PRIVACY**

- a. We collect personal data directly from our Clients or from third parties acting on their instructions or service providers acting under contractual requirements with us. In the absence of specific legal or regulatory obligations, the retention period for record keeping in the provision of services is up to 5 years. By providing us with your personal information, you are granting us with consent to collect, use, and store such information in the manner explained hereinafter.
- b. We do not disclose our Client's information (whether active or inactive) to any non-affiliated third-parties other than in the following events:
  - i. REGULATORY AND LAWFUL DISCLOSURE
  - ii. SHARING INFORMATION WITH AFFILIATES, ASSOCIATES AND THIRD PARTY
  - iii. DISCLOSURE BY DEFAULT: By consenting to the terms of this Agreement, you have consented to the disclosure of the data or where disclosure is necessary to achieve the purpose(s) for which it was collected, processed and stored such data, and that the data may also be disclosed in some circumstances where we have reason to believe that doing so is necessary to identify, contact or bring legal action against anyone damaging, injuring, or interfering with our rights, property, users, or anyone else who could be harmed by such activities, or otherwise where necessary for the establishment, exercise or defence of legal claims. For more information, please read our Privacy Policy.
- c. Any personal data provided by you through your interaction with us will be controlled by us. We are therefore the data controller in terms of Data Protection Legislation and subject to these Terms, our Privacy Policy and Data Protection Legislation, including GDPR requirements. We will take appropriate measures to ensure an adequate level of data protection standards and to protect the security of your personal data irrespective of your country of residence.
- d. If you have any questions concerning the processing, protection and privacy of your personal data, please contact our Data Protection Officer by sending an email to [privacy@avvocatoschiaffino.it](mailto:privacy@avvocatoschiaffino.it).

## **CHAPTER IX : SPECIFIC TERMS**

### **Art. 46. CROWDFUNDING TERM SHEET AND PROJECT-SPECIFIC RULES**

- a. Without prejudice to the provisions of this Agreement concerning Crowdfunding Activities and the internal utility Coin, each participation by the Client in a specific Crowdfunding Activity shall be governed, in addition to this Agreement, by a dedicated document titled the Crowdfunding Term Sheet.
- b. The Crowdfunding Term Sheet shall be issued separately for each Crowdfunding Activity published on the Platform and shall contain, inter alia, a description of the project, expected outcomes, use of funds, eligibility requirements, relevant risks, expected benefits (including any Coin issuance), and the legal status of the entity promoting the initiative.
- c. The Client acknowledges and agrees that, by subscribing to a Crowdfunding Activity through the Platform, they accept and are legally bound by the terms and conditions of the respective Crowdfunding Term Sheet, which shall be deemed to be an integral part of this Agreement by express reference.
- d. In case of any inconsistency or conflict between the provisions of this Agreement and those of a specific Crowdfunding Term Sheet, the latter shall prevail exclusively for the purposes of the relevant Crowdfunding Activity, without prejudice to the general applicability of this Agreement.
- e. The Client is solely responsible for reviewing, understanding and accepting the content of the Crowdfunding Term Sheet before confirming any participation. The failure to consult such document shall not affect its binding legal effects.

### **Art. 47. TERMS OF USE OF RELATED FINANCIAL INSTRUMENTS**

- a. You hereby acknowledge and agree that we may, in our sole discretion, add, remove or suspend from the Platform, any financial instrument, on any type of Underlying Asset or Market, from time to time in the event of a stock transformation event (for example as the result of a takeover, share consolidation/ split, merger, spin off, nationalisation, de-listing, etc.) or if no Client positions are held in a particular financial instruments at that time.
- b. Moreover, in the event we are no longer able to continue to provide an instrument in its existing format, we reserve the right, at our sole discretion, to amend the content or terms of an instrument including its expiry date, trading hours or any other parameters in the instrument details tab by providing you with notice. This shall apply mutatis mutandis to any internal Coin issued in connection with Crowdfunding Activities, including the possibility to revise, reclassify, or adjust its utility features or internal valuation based on operational needs or technological constraints, without entailing any form of refund, exchange or guaranteed liquidity.

**Art. 48.        ACKNOWLEDGEMENT OF RISKS**

- a. It shall be noted that due to market conditions and fluctuations, the value of instruments may increase or decrease, or may even be reduced to zero. Regardless of the information we may provide to you, you agree and acknowledge the possibility of these cases occurring.
- b. You are aware and acknowledge that there is a great risk of incurring losses and damages as a result of the investment activity (purchase and/or sale of financial instruments) through us and our trading platform and accept that you are willing to undertake this risk upon entering into this business relationship. You declare that you have read, understood and unreservedly accepted the following:
  - i. Information of the previous performance of a financial instrument does not guarantee its current and/ or future performance. Historical data are not and should not be considered as reflective of the future returns of any financial instruments.
  - ii. In cases of financial instruments traded in currencies other than the currency of your country of residence, you are running the risk of a change in the exchange rate that will decrease the value and price of the financial instruments and affect their performance.
  - iii. You must be aware that you are running the risk of losing all of your funds invested and must only purchase financial instruments if you are willing to do so, if it happens. Further, all expenses and commissions incurred will be payable by you.
  - iv. You are aware that any open positions may be automatically closed if you fail to provide us with documentation within the required time-period.
- c. Each financial contract purchased by you through us is an individual Agreement made between you and the Company, and is not transferable, negotiable or assignable to or with any third party.
- d. You further acknowledge that any Coin granted as a result of your participation in a Crowdfunding Activity does not represent a redeemable financial instrument, nor does it constitute a guarantee of any future monetary value or convertibility. The Coin is issued solely as a utility tool to be used within the Platform's ecosystem or, where applicable, transferred via blockchain technology to a personal wallet. The market value of such Coin, if tradable or exchangeable externally, may fluctuate and is beyond our control. We assume no liability for any variation in value or usability of the Coin outside the Platform, nor for the technological infrastructure of third-party blockchain environments.

**Art. 49.        LEVERAGE POLICY**

- a. We offer Contracts both with or without leverage. If you operate using leverage, this allows you to deposit only a part of the cost of your Transaction and/or Contract upfront. The aforesaid deposit is also known as "margin" and is used by us as security against any potential losses you may incur. There is a maximum leverage amount applied to the different underlying products as set forth by Law sets, but we can decrease the leverage we offer at any time.

#### **Art. 50. CORPORATE ACTIONS**

- a. Corporate Action is an event carried out by a publicly traded company that subsequently has an effect on its shareholders. Bankruptcy and liquidation are examples of extreme financial Corporate Actions, which usually have a negative impact on shareholders. Dividends, stock splits, acquisitions, mergers, stock buybacks and re-branding are all common examples of Corporate Actions. Other Corporate Actions may include but are not limited to shares/ stock splits and rights issues.
- b. We may increase margin requirements and limit maximum exposure on the relevant symbols 24 hours prior to earnings announcements.
- c. Delisting: In the event of a share being delisted, the Client's position will be closed at the last market price traded.
- d. With reference to Crowdfunding Activities promoted through the Platform, you acknowledge that such initiatives may involve the participation of third-party promoters, contractors, service providers, or project owners, including non-profit or benefit corporations, to whom the operational and economic execution of the financed project is delegated. We act solely as a technological and administrative facilitator of the Campaign and shall not bear any liability for the non-performance, partial fulfilment, or failed results of the underlying Crowdfunding project. All terms and conditions, including the allocation of proceeds, risks, and goals, are detailed in the relevant Crowdfunding Term Sheet, which is incorporated herein by reference and accepted by the Client at the time of each contribution.
- e. For certain Corporate Actions not specifically mentioned in this Section, including, but not limited to Mergers, Acquisitions and Leveraged Buyouts ('LBOs'), we reserve the right to: i) increase margin requirements; ii) suspend or halt trading in the relevant instrument; iii) limit the maximum exposure (order size) to the relevant instrument; iv) close the positions in the event that the relevant instrument is no longer trading on the relevant exchange; v) take any other action as we deem necessary in the given circumstances.

#### **Art. 51. RISK MONITORING**

- a. You accept that our online platform operates with an automated risk monitoring, Margin Call, and Stop-out facility designed to monitor the overall utilisation of your available collateral in support of our prevailing Margin and cash funding requirements for all transaction you are entering into via our online trading platform; using this automated risk monitoring, Margin Call and Stop-out facility, we will, unless otherwise stated, apply initial, maintenance or close-out Margin call at the prevailing Margin Call or Stop-out levels, as stated from time to time on our online platform. Participation in a Crowdfunding Activity may result in the immobilisation of funds and a reduction of available margin collateral. Such participation is irreversible once confirmed and shall not entitle the Client to revoke the investment or claim refund of the contributed amounts, save for the entitlements and benefits set forth in the respective Crowdfunding Term Sheet.
- b. Our Margin Call Policy guarantees that your maximum possible withdrawal is your Account equity after entering a crowdfunding activities. If the equity in the crowdfunding pool drops to 50% of the Margin Level required to maintain open positions ("Margin Call Level"), that means that we block any other withdrawal request. At this point, you will not be able to take any new position and you will have the option to deposit sufficient money in order to maintain your open positions.

- c. The “Stop-out Level” is the level of your equity where our online platform will start automatically to close trading positions (starting from the least position with the highest margin used) in order to prevent further Account losses into the negative territory.
- d. A MARGIN CALL OR, AS THE CASE MAY BE, STOP-OUT, WHEN TRIGGERED, WILL TAKE PRECEDENCE OVER OTHER ORDER TYPES.

