

## **TERMS OF SERVICE**

*Last update: 24/10/2025*

These Terms of Service (hereinafter referred to as “Terms”) govern the use of the trading platform, including any website or mobile for accessing the platform, and any services and products provided through the platform by the Zebacus (hereinafter referred to as “Zebacus”, “we”, “us” or “our”).

This Terms contains important provisions, which the Client must consider carefully when choosing whether to visit the website and use the services, products and contents of Zebacus. Please read these Terms carefully before agreeing to them. By accessing, downloading, using or clicking on “I agree” to accept any of our services (as defined below) provided by the Zebacus, you agree that you have read, understood and accept all the terms and conditions contained in these Terms as well as our Privacy Policy & Risk Disclosure. If you do not agree with any of these terms, then you do not access to our services.

As with any asset, the values of virtual assets may fluctuate significantly and there is a substantial risk of economic losses when purchasing, selling, holding or investing in virtual assets and their derivatives. By making use of our services, you acknowledge and agree that:

1. you are aware of the risks associated with transactions of virtual assets and their derivatives.
2. you shall assume all risks related to the use of our services and transactions of virtual assets and their derivatives and
3. Zebacus shall not be liable for any such risks or adverse outcomes.

The Client is solely responsible for understanding and complying with any and all laws, rules and regulations of his/her specific jurisdiction that may apply to the Client in connection with the use of any and all Services, products and content of the Zebacus.

### **1. DEFINITIONS**

In these Terms and Conditions, unless the context otherwise requires:

- 1.1. Account: means an account registered by the Client on Zebacus.
- 1.2. AML: means Anti-Money Laundering, including all Laws applicable to the Parties prohibiting money laundering or any acts or attempted acts to conceal or disguise the

identity or origin of; change the form of; or move, transfer, or transport, illicit proceeds, property, funds, Fiat, or Digital Tokens, including the promotion of any unlawful activity such as fraud, tax evasion, embezzlement, insider trading, financial crime, bribery, cyber theft or hack, narcotics trafficking, weapons proliferation, terrorism, or Economic Sanctions violation, which may also require internal controls to detect, prevent, report, and maintain records of suspected money laundering or terrorist financing;

- 1.3. Arbitration: means a process of redressing any issues or disputes in the trading platform under the provision of these terms, Law of Arbitration in Malaysia & Arbitration rules of Asian International Arbitration Centre.
- 1.4. Broker means a person or entity authorized to introduce Clients by Zebacus or Members in accordance with criteria prescribed by Zebacus.
- 1.5. Buyer: means the Client who submits an Order to buy Cryptocurrencies and/or Contracts through the Zebacus.
- 1.6. Commission: means a fee charged by Zebacus or on behalf of any other parties.
- 1.7. Conciliator: means a mediator appointed by Zebacus and/or mutually agreed by the parties and approved by Zebacus to mediate any dispute among Members, Customers and/or Zebacus.
- 1.8. Contracts: means any type of Contracts in instruments or derivatives of Cryptocurrencies permitted for trading in Zebacus.
- 1.9. Cryptocurrency: means peer-to-peer decentralized digital representation of value (eg. bitcoins, ethers, etc.)
- 1.10. Deposit: means a Funds deposited by the Members, Brokers, Clients to the Account as prescribed by Zebacus.
- 1.11. Fiat currency: means government-issued currency.
- 1.12. Funds: means Cryptocurrency and/or Fiat currency.
- 1.13. Margin Trading: means leverage trading when the Client may trade with borrowed Funds instead of his/her own (ie. open a position using less of own Funds than the actual amount of this position).
- 1.14. Order: means the Client's instruction to buy or sell Cryptocurrency and/or Contracts on certain conditions as prescribed by Zebacus.
- 1.15. Platform: means an environment created by Zebacus that allows to trade Cryptocurrencies and/or Contracts.

- 1.16. Rollover fee or charges: means estimated fee or charges that is charged by Zebacus from the Client's balance to rollover a position.
- 1.17. Seller: means the Client who submits an Order to sell Cryptocurrencies and/or Contracts through the Zebacus.
- 1.18. Services: means all and any Services provided by Zebacus.
- 1.19. Storage: means Zebacus Services, which includes storing of balances (in Fiat currency and/or in Cryptocurrency) from the abandoned Accounts, no longer supported cryptocurrencies and/or Contract.
- 1.20. Transaction fee: means a fee which is payable to Zebacus for each completed Transaction or executed Order.
- 1.21. Transaction Price: means the total price paid by the Buyer in respect to each Transaction or the value of Contract or the price of the Unit of Quotation for the contract performed via the Services.
- 1.22. Transaction: means (i) transfer of Cryptocurrencies or Fiat currencies by the Clients to his/her Account ("Deposit Transaction"); (ii) transfer of Cryptocurrencies or Fiat currencies among the Clients ("Trading Transaction"), (iii) withdrawal of Cryptocurrencies or Fiat currencies from his/her Account ("Withdrawal Transaction"), (iv) trading of Contracts ("Contract Transaction").
- 1.23. Unit of Quotation means the bid or offer price of a specified quantity by Zebacus.
- 1.24. A virtual asset: means a digital representation of value that can be digitally traded or transferred and can be used for payment or investment purposes.
- 1.25. Withdrawal: means a Transaction involving a transfer of Funds from the User's Account to his/her bank account or to an account opened in any other financial institution.
- 1.26. Website: means the trading platform's official website at [www.zebacus.com](http://www.zebacus.com)
- 1.27. Words imparting singular shall include plural and vice versa. Words imparting masculine gender shall include feminine gender and neutral gender and vice versa.

## **2. SUPPLEMENTARY TERMS:**

- 2.1 Due to the rapid development of virtual assets as well as virtual currencies, these terms do not enumerate or cover all rights and obligations of each party, and do not guarantee full alignment with needs arising from future development. Therefore, the privacy policy, rules, regulations, bye laws and all other agreements entered into separately between you and

Zebacus are deemed supplementary terms that are an integral part of these terms and shall have the same legal effect. Your use of Zebacus services is deemed your acceptance of the above supplementary terms.

### **3. THE SCOPE OF THE SERVICES:**

The following services may be provided to you by the Zebacus:

- 3.1 Digital currency wallets (the "Digital Currency Wallets") enabling you to store, track, transfer, and manage your balances of certain supported digital currencies like Bitcoin or Ethereum (collectively "Digital Currency" or "Digital Currencies"); and
- 3.2 Digital Currency trading platform service enabling you to obtain prices for your purchases and sales of Digital Currencies, and (subject to certain restrictions) carry out any such purchases or sales on the Site.
- 3.3 Depending on the Client's place of residence, the Client may not be able to use all or any Services. It is the Client's responsibility to follow those rules and laws in his/her place of residence and/or place from which the Client using the services. Further services provided by the Zebacus will not violate any and all laws and regulations applicable to you, including but not limited to regulations on Anti-Money Laundering, Anti-Corruption, and Counter-Terrorist Financing. Please note that some products and services may not be available in certain jurisdictions or regions or to certain users. The Zebacus reserves the right to change, modify or impose additional restrictions at its discretion at any time. (Depending on the Client's place of residence, the Client may not be able to use all or any Services. The Client acknowledges and agrees that Zebacus may implement technical measures to enforce geographic restrictions, including IP-based access restrictions.)
- 3.4 The Client acknowledges and agrees that, when completing Trading Transactions, he/she is trading with other Client and the Zebacus acts only as an intermediary in such Transactions, not as the counterparty to any trade.
- 3.5 The Client shall not attempt to circumvent, bypass, or otherwise interfere with any geographic restrictions, including but not limited to the use of proxy servers, virtual private networks ("VPNs"), IP address masking tools, or any other methods designed to misrepresent their true geographic location or identity. Violation of this clause may result in the suspension or termination of access to Zebacus Services.

#### **4. ACCOUNT REGISTRATION:**

4.1 All Users must apply for a Zebacus account at [www.zebacus.com](http://www.zebacus.com) before using Zebacus services. When you register a Zebacus account, you must provide the information identified in this paragraph or otherwise as requested by Zebacus, and accept these Terms, the Privacy Policy, and other Rules provided by Zebacus. You agree to provide complete and accurate information when opening a Zebacus account and agree to timely update any information you provide to Zebacus to maintain the integrity and accuracy of the information. The Zebacus have the discretion to limit the number of Zebacus accounts that you may hold, maintain or acquire. You are fully responsible for all activity that occurs under your Zebacus account. We may, in our sole discretion, refuse to open a Zebacus account for you, or suspend or terminate any Zebacus accounts (including but not limited to duplicate accounts) or suspend or terminate the trading of specific Digital Currency in your account.

4.2 When you create a Zebacus account, you agree to: (a) create a strong password that you do not use for any other website or online service; (b) provide accurate and truthful information; (c) maintain and promptly update your Zebacus Account information; (d) maintain the security of your Zebacus account by protecting your password and restricting access to your Zebacus account; (e) promptly notify us if you discover or otherwise suspect any security breaches related to your Zebacus account; and (f) take responsibility for all activities that occur under your Zebacus account and accept all risks of any authorized or unauthorized access to your Zebacus account, to the maximum extent permitted by law.

4.3 Corporate Accounts and Permitted Users. Where the Client is a corporation, entity, or other organization, the designated Permitted Users must use the account only for the Client's benefit. Any entity or individual using a Sub-Account must be separately verified (KYC) to be considered a Permitted User. The Client is fully responsible for all activity that occurs under their account, including that of any Permitted Users.

#### **5. ELIGIBILITY:**

5.1 Zebacus may not make the Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services from certain countries ("Restricted Locations"). By registering to Zebacus account, you represent and warrant that

- 5.1.1 as an individual, you are attained age 18 years for binding contract under applicable laws.
- 5.1.2 has not previously been suspended or removed from using our Services.
- 5.1.3 as an individual, legal person, or other organization, you have full legal capacity and sufficient authorizations to enter into these Terms.
- 5.1.4 if you are registering to use the Services on behalf of a legal entity, (i) then such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf. (iii) your use of Zebacus Services will not violate any and all laws and regulations applicable to you, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing.
- 5.1.5 The Client is not listed on any sanctions lists maintained by competent authorities, including but not limited to sanctions lists under international laws and conventions or lists maintained by the United Nations Security Council, the European Union, or the U.S. (such as the OFAC List of Specially Designated Nationals and Blocked Persons).
- 5.2 Zebacus may impose condition to your access or continued access to certain Services (or features of those Services), such as by imposing eligibility requirements. Zebacus will keep you informed of these on its website. Zebacus may require, on an ongoing basis that, you demonstrate to us that you continue to meet these requirements. Zebacus's decisions with respect to eligibility are final. If there is any suspicious activity related to the Client's account, Zebacus may request additional information from the Client, including authenticating documents and freeze the Account for the review time.

## **6. IDENTITY VERIFICATION:**

- 6.1 Your registration with Zebacus will be deemed your agreement to provide required personal information for identity verification. Such information will be used for the purposes of verifying your identity and for the detection of third-party payments, money laundering, terrorist financing, fraud, or any other type of financial crime, and permit us to keep a record of such information indefinitely. You will be required to complete certain verification procedures before you are permitted to use the Zebacus Services. We will collect, use and share such information in accordance with our Privacy Policy.
- 6.2 Identification and verification procedures (also known as 'Know Your Customer' or 'KYC') are required for all the Transactions. If the Client refuses to provide required documents

and information under KYC, Zebacus reserves the right to immediately terminate the Services provided to the Clients.

6.3 Your access to one or more Zebacus services, and the limits that apply to your use of the Zebacus services, may be altered as a result of information collected on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your full name, your registered address, your registered telephone number (fixed or mobile), your valid email address, your date of birth, your taxpayer identification number, your government identification number or your passport number, and information regarding your bank account (such as the name of the bank, the account type, the SWIFT code, the IBAN number, and the account number). In providing us with this or any other information that may be required by us for verification purposes, you confirm that the information you provide us is accurate and true. You agree to keep us updated if any of the information you provide us changes. You authorize us to make any necessary inquiries, whether directly or through third parties, that we deem necessary in order to verify your identity or protect you and/or us against fraud or other financial crime, and to take any action we reasonably deem appropriate and necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to fraud prevention or financial crime agencies, and that these agencies may respond to our inquiries in full.

6.4 If there are any grounds for believing that any of the information you provided is incorrect, false, outdated or incomplete, Zebacus reserves right to send you a notice to demand correction, directly delete the relevant information, and, as the case may be, terminate all or part of Zebacus services we provide for you. If we are unable to reach you with the contact information you provided, you shall be fully liable for any loss or expense caused to Zebacus during your use of Zebacus services.

## **7. ACCOUNT USAGE REQUIREMENTS:**

7.1 Zebacus account can only be used by the account registrant. Zebacus reserves the right to suspend, freeze or cancel the use of Zebacus accounts by persons other than the account registrant. If you suspect or become aware of any unauthorized use of your username and password, you should notify Zebacus immediately. Zebacus assumes no liability for any loss or damage arising from the use of Zebacus account by you or any third party with or without your authorization.

## **8. DATA PROTECTION:**

8.1 Personal Information or Data. You acknowledge that we may process personal information or data in relation to you (if you are an individual), and personal information or data that you have provided (or in the future provide) to us in relation to your employees and other associates, or other individuals (if you are not an individual), in connection with these terms, or the Zebacus services. We will process this personal information or data in accordance with the Privacy Policy, which shall form part of this Terms. Accordingly, you represent and warrant that:

8.1.1 your disclosure to us of any personal information or data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed;

8.1.2 before providing any such personal information or data to us, you acknowledge that you have read and understood our Privacy Policy, and in the case of personal information or data relating to an individual other than yourself, have (or will at the time of disclosure have) provided the individual with a copy of, or directed the individual towards a webpage containing that Privacy Policy (as amended from time to time); and

8.1.3 if from time to time we provide you with a replacement version of the Privacy Policy, you will promptly read that notice and provide updated copies of the Privacy Policy to, or re-direct towards a webpage containing the updated Privacy Policy, any individual whose personal data you have provided to us.

## **9. ACCOUNT MAINTENANCE & SECURITY:**

9.1 The Trading Platform is for the Client's personal and non-commercial use only. Zebacus is vigilant in maintaining the security of the Platform and the Service. By registering with Zebacus, the Client agrees to provide Zebacus with current, accurate and complete personal information as prompted by the registration process and to keep such information updated.

9.2 The Client is not allowed to register more than one Account on the Platform without the Zebacus's approval. Thus, any additional account without the Zebacus's approval may be suspended.

- 9.3 The Client agrees that he/she will not use any account other than their own or access the account of any other Client at any time or assist others in obtaining unauthorized access.
- 9.4 The Client reserves the right to recommend amount limits for the account funding/withdrawal. The Zebacus could recommend daily, monthly and per one-transaction amount limits.
- 9.5 The Client is responsible for maintaining the confidentiality of information on their account, including, but not limited to their password, email, wallet address, wallet balance and of all activities including transactions made via their account. If there is any suspicious activity related to the Client's account, the Zebacus may request additional information from the Client, including authenticating documents and freeze the account for the review time. The Client is obligated to comply with these security requests or accept termination of their account.
- 9.6 It is advisable to change the Client's password regularly (at least every three (3) to six (6) months) to reduce the risk of a security breach in relation to the account. Zebacus also advises the Client not to choose a password that is easily guessed from information someone might know or gather about the Client or a password that has a meaning. The Client must never allow anyone to access his/her account or watch the Client accessing his/her account.
- 9.7 You should be solely responsible for keeping safe of your Zebacus account and password and be responsible for all the transactions under your Zebacus account. Zebacus assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account credentials, including but not limited to information disclosure, information release, consent or submission of various rules and agreements by clicking on the website, online agreement renewal, etc.
- 9.8 Creation or use of the accounts without obtaining a prior express permission from Zebacus will result in the immediate suspension of all respective accounts, as well as all pending buy/sell orders. Any attempt to do so or to assist others (Users or other third parties), or distribution of instructions, software or tools for that purpose will result in termination of such Clients' accounts. Termination is not an exclusive remedy for such a violation and Zebacus may decide to take further action against the Client.

9.9 If the Client has not accessed their account for a continuous period of six (6) months or more, Zebacus reserves the right to qualify this account as Dormant. Zebacus will provide seven days prior notice via email. If the Client does not respond or take action within the notice period, Zebacus may: (i) convert the Digital Assets into a different type of Digital Asset (e.g., a stablecoin) or Fiat Currency at Zebacus's reasonable discretion; (ii) transfer such Dormant Account and/or any assets held therein to an Affiliate or third-party custodian; and (iii) charge a dormant account fee. Zebacus shall not be liable for any loss of profit, tax obligations, or any other loss resulting from such conversion.

9.10 The client is solely responsible for keeping safe of his/her Account and password, and be responsible for all the transactions under your account. Zebacus assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account credentials, including but not limited to information disclosure, information release, consent or submission of various rules and agreements by clicking on the website, online agreement renewal, etc.

9.11 Security Incident Liability. In the event of an actual or suspected Security Breach (loss/theft/unauthorized use of credentials or unauthorized access to the account), the Client must immediately notify Zebacus. Zebacus is not responsible for any claims or losses resulting from an unauthorized Instruction unless the Client notifies Zebacus immediately and it is confirmed by internal investigation that the unauthorized instruction is solely due to a technical issue attributable to Zebacus.

## **10. SERVICES AVAILABILITY:**

10.1 All services are provided "AS IS", without guarantees of any kind, either expressed or implied.

10.2 The Client will strive to keep the Platform up and running; however, all online services suffer from occasional disruptions and outages and Zebacus is not liable for any disruption or loss the Client may suffer as a result. Thus, Zebacus does not provide any guarantees that access to the Platform will not be interrupted or that there will be no delays, failures, errors, omissions or loss of transmitted information.

10.3 Zebacus will use reasonable endeavours to ensure that the Client can normally access the Platform in accordance with the Terms. Zebacus may suspend use of the

Platform for maintenance and will make reasonable efforts to give the Client a notice. The Client acknowledges that this may not be possible in an emergency.

10.4 Translation Disclaimers. Any translation features provided or allowed by the Platform are for informational purposes only. Zebacus does not warrant the accuracy, reliability, or completeness of any translations, whether automated or otherwise. In the event of any discrepancy between the English version (the governing language) and any translated version of the Terms or information on the Platform, the English version shall prevail. The Client assumes all risks associated with relying on translated content.

## **11 TRANSACTIONS:**

- 11.1 The Platform allows the Client to submit the Orders to buy or sell Cryptocurrencies and the Contracts.
- 11.2 The Client recognizes that the Order should only be submitted after careful consideration and the Client understands and accepts consequences of its execution. The Client agrees that as soon as the Order is executed, such transaction is irreversible and may not be cancelled. Transactions will be executed instantly upon the matching of the Buyer's, the Seller's Orders without prior notice to the Seller and the Buyer and will be considered to have taken place at the execution date and time.
- 11.3 The Client acknowledges and agrees that in case the destination tag is not specified, is incorrectly indicated or the reference number is incorrectly specified (for Fiat transactions), the Client may have submit an application to correct or may lose the deposit or at least the processing speed of such requests will be made with low priority.
- 11.4 Minimum and maximum order amount vary for each trading pair and can be seen on the Platform when placing an Order.
- 11.5 The Client acknowledges and agrees that Deposit and Withdrawal Transaction in Fiat currency may be delayed due to some bank verifications and checks. Similarly, and due to the inherent nature of the cryptocurrency networks, the Client acknowledges and agrees that depositing and withdrawing Cryptocurrencies into/from their Account may take some time.
- 11.6 Unverified Clients are not allowed to withdraw any Cryptocurrencies or Balance.

- 11.7 The Client can use Vouchers to transfer Cryptocurrencies between the Accounts. Commissions or fees are charged for generating and redeeming Vouchers. The Voucher should be redeemed before its expiration date set by Zebacus. Zebacus shall not be liable and shall not accept any liability, obligation or responsibility whatsoever for any loss or damage arising from the Client's use of the Vouchers purchased from any third parties or acquired in any other way. To avoid doubts, the Client is solely responsible for ensuring that the Voucher they acquired is genuine and redeemable.
- 11.8 In case if the Client discovers transaction activity, including but not limited to unknown deposits and withdrawals, on their Account that was not initiated by the Client, the Client shall immediately notify the Zebacus of this fact and follow the instructions sent by the Zebacus. Otherwise, Zebacus reserves the right to freeze the Account until the end of investigation.
- 11.9 The Zebacus may be forced to cancel or recall already executed Withdrawal Transaction at a request of financial institutions, including but not limited to banks, which are involved in settlement of such Transactions. In such cases the Client obliges to cooperate with Zebacus in order to discover the reasons for such request.
- 11.10 Minimum deposit amount for Cryptocurrencies and Contracts will be as prescribed by the Zebacus. If the amount is less than specified, the funds will not be credited to the Client's Account.
- 11.11 Manifest Error and Rectification. Zebacus reserves the right to rectify any error in the Client's Account History at any time. We reserve the right to void, cancel, or reverse any Transaction involving or deriving from a Manifest Error or to amend the details of such Transaction to reflect what Zebacus reasonably considers to be the correct or fair details of such a Transaction. If Zebacus cancels a Transaction, Zebacus will reverse any transfers of Funds in connection with such Transaction as if that Transaction had never taken place. The Client acknowledges that they shall be solely responsible for their own transactions with any third parties that may have been entered into in connection with or reliance on any Transaction(s) subject to cancellation/amendment.

## **12. MARGIN TRADING:**

- 12.1 Margin Trading may be available for long and short positions for the specific or all Cryptocurrencies and Contracts, which are subject to specific fees, limits and conditions defined by Zebacus.
- 12.2 The Zebacus may charge its fees for opening and/or closing of a position, as well as for keeping a position open (“Rollover fee”).
- 12.3 The Client may rollover an opened position for the specified period of time as prescribed by Zebacus paying the Rollover fee.
- 12.4 In any case, an opened position should be closed within the specified period as prescribed by Zebacus.
- 12.5 Due to volatility and constant changes on a Cryptocurrency market, the Zebacus reserves the right to close any open position any time with a prior notice to the Client. In order to cancel the position closure the Client has to replenish their Account in order to cover the missing amount within its opened position. If the Client does not close or cover their position after a notice, this position can be closed automatically. The Zebacus does not cover any losses occurred due to position closure.
- 12.6 The Client acknowledges and agrees that in order to avoid their balance to go negative, the Zebacus has the right to close any or all open position, with or without any notification to the Client.
- 12.7 Depending on the situation on the Cryptocurrency market any or all open position can be closed before the onset of ‘stop loss price’. Wherein, the closure price could differ from ‘stop loss price’. The Zebacus does not cover any losses that occurred due to the position closure.
- 12.8 The Client acknowledges and agrees that the position opened under margin trading conditions on the trading platform may be closed before the stop-loss price occurs if there is no possibility of reserving the required trading volumes for closing the position at the lowest price. The estimated closing price in the margin trading interface may be different from the real closing price.
- 12.9 Zebacus reserves the right to close any or all open position without any notice to the Client if the Client has no sufficient funds to pay relevant fees or if a position is opened more than the specified period as prescribed by the Zebacus.

12.10 The Client acknowledges and agrees that when the position is closing the trading platform displays the approximate closing price, which may differ from the final due to instant changes in the Cryptocurrency market.

**13. STORAGE:**

13.1 The Storage fee is charged by Zebacus for storing any cryptocurrency as well as fiat currency until assets are claimed back by the Client or the Account goes to a zero balance.

13.2 The Storage fee will be charged on a daily basis as prescribed by the Zebacus.

13.3 The storage fee which was charged on the Client's account cannot be subject to the Refund.

13.4 The Zebacus holds the right to change the Storage fee, as well as the way of its charge off.

**14. TRANSACTION FEE:**

14.1 The Client agrees to pay the Zebacus the Transaction fee for each completed Transaction.

14.2 Prior to trading, the Client must consider the Transaction fee rates published by Zebacus. However, the Zebacus reserves the right to change the Transaction fee rates from time to time publishing updates.

14.3 The Transaction fee amount is automatically charged off in the trading Platform.

14.4 The minimum transaction fee equals to minimum currency amount. For Fiat currency it equals to 0.01, for Cryptocurrency it depends on the currency. The Transaction fee is charged according to the Rounding policy.

14.5 Minimum and maximum price, as well as minimum and maximum order amount vary for each instrument.

14.6 For specific type of orders, the Transaction fee may differ from normal type order. Transaction fee rate shall be provided on request by the client.

14.7 The Transaction fee, other charges, as well as the charging procedure, can be changed/reviewed unilaterally by Zebacus from time to time and such changes shall become effective the moment as prescribed by Zebacus.

**15. ROUNDING POLICY:**

- 15.1 For all financial calculations, the Zebacus uses the rounding policy in the favor of the Platform. The Zebacus rounds the Fiat currencies to the 2<sup>nd</sup> digit after the separator. The Rounding policy for Cryptocurrencies varies depending on Cryptocurrency.
- 15.2 For the purpose of the processes optimization, transactions on the Platform with regard to some items (including, but not limited to currencies, Cryptocurrencies, etc.) will not be reflected at the Client's Account and will appear as soon as a unit is whole in accordance with the rounding standards.
- 15.3 Any calculations made by Zebacus in connection with the Services are final and binding on the Client in the absence of Manifest Error or fraud. Calculations will be made in accordance with the stated methodology for the relevant Service, in Zebacus's good faith discretion.

**16. INITIAL COIN OFFERING:**

- 16.1 As part of Zebacus' effort to create an unprecedented and a first-of-its-kind revolutionary ecosystem based on Blockchain technology, our Initial Coin Offering (ICO) platform shall support new crypto token projects/issues promoted by the Zebacus itself or third-party (s) issuers, which may include entities under common ownership to Zebacus itself. Zebacus shall take all reasonable steps including, but not limited to, conducting relevant due diligence to ensure all ICO projects accepted for dealing meet its VA Standards prior to, and at all times during, the Exchange providing any VA Activities in relation to such projects.
- 16.2 Acceptance of an ICO project does not imply endorsement by Zebacus for any aspect of the ICO issuance, including but not limited to the creation, development, marketing, legality, and performance of the ICO. We urge potential investors to exercise caution and undertake their own due diligence to better understand the associated risks before engaging with projects offering such tokens/coins, and/or before making any financial contributions towards such projects / initial coin offerings.
- 16.3 You acknowledge and agree that you may subscribe, read and understand the relevant projects whitepaper and specific terms of issue, if any, which contains information about the issuer, the project to be developed (e.g. a business plan), Information Technology (IT) protocols, the public blockchain adopted, token supply,

pricing and the distribution mechanism before subscribing to any ICOs offered through our Services.

16.4 You acknowledge and agree that investing in ICOs involves risks and is solely responsible for conducting your own research and due diligence before participating in any ICO. The Exchange shall not be liable for any direct, indirect, incidental, special, or consequential damages, losses, or expenses arising out of your participation in any ICO.

16.5 You acknowledge and agree that Exchange shall bear no responsibility for suspension or delisting of any projects from its platform/services and it shall be indemnified from for any damages, loss of profit, loss of revenue, loss of opportunity, loss of data, or indirect or consequential loss.

## **17. Token Listing**

17.1. The Client acknowledges and agrees that Zebacus may, at its sole discretion, list specific tokens for trading on its platform. The Exchange reserves the right to review and approve tokens for listing based on a variety of internal factors, including but not limited to technical evaluation, compliance with legal and regulatory requirements, market demand, and the project's overall transparency and integrity. The Client understands that the decision to list a token is at the Exchange's sole discretion, and there is no guarantee that any token will be listed, nor that a listed token will remain listed for the duration of its availability on the platform.

17.2. The Client acknowledges that the Exchange follows a rigorous process for listing tokens, which may include the following steps:

17.2.1 Initial Evaluation: Review of the token's project background, technical structure, and team composition, as well as the project's compliance with applicable laws and regulations.

17.2.2 Technical Integration: Evaluation of the token's technical compatibility with the Exchange's infrastructure, including security and scalability.

17.2.3 Ongoing Monitoring: Continuous monitoring of listed tokens to ensure compliance with listing standards and regulations. The Exchange reserves the right to delist any token if it no longer meets the listing criteria.

- 17.3. The Client understands that the Exchange does not guarantee that a token will remain listed on the platform indefinitely and that tokens may be delisted due to regulatory, technical, or other operational concerns.
- 17.4. The Client understands and agrees that any decision to invest in a listed token is made solely by the Client, based on their independent judgment and evaluation. The Client acknowledges that the Exchange does not provide investment advice or recommendations regarding any token listed on its platform. It is the Client's sole responsibility to perform thorough due diligence, which includes reviewing the token's whitepaper, technical documentation, project details, and any other publicly available materials provided by the token issuer. The Exchange does not independently verify or guarantee the accuracy of such information and is not responsible for any errors or omissions. The Client acknowledges that the token issuers may update or amend their project information at any time, and the Exchange is not responsible for ensuring the accuracy of such updates.
- 17.5. By subscribing to, investing in, or trading any listed token, the Client explicitly acknowledges and accepts all conditions, terms, and risks associated with the token, as outlined in the token's whitepaper or other documentation provided by the token issuer. This includes, without limitation, risks related to the token's regulatory status, technological features, liquidity, and potential volatility. The Client agrees to accept full responsibility for their investment choices, including any losses incurred from trading or holding the token.
- 17.6. The Client understands that the listing of a token on the Exchange platform does not constitute an endorsement, recommendation, or guarantee by Zebacus regarding the value, future performance, or legal status of the token. The Exchange does not assume responsibility for the token's price fluctuations, liquidity, or potential risks associated with holding or trading the token. The Client acknowledges that virtual assets markets are highly speculative, and the value of a token can be affected by a variety of factors beyond the Exchange's control, including market sentiment, technological advancements, regulatory changes, and macroeconomic events.
- 17.7. The Client acknowledges that trading in tokens, including those listed on the Exchange platform, carries inherent risks, including but not limited to:
- 17.7.1 Market Volatility: Tokens are subject to high price volatility, and their value can fluctuate rapidly and unpredictably.

17.7.2 Liquidity Risk: Some tokens may have limited market liquidity, meaning there may not be sufficient buying or selling volume to allow the Client to execute trades at desired prices.

17.7.3 Security Risks: Digital assets, including tokens, may be subject to hacking, fraud, or technological failures, and the Client acknowledges that the Exchange is not liable for any loss arising from such events.

17.7.4 Regulatory Risks: The regulatory treatment of tokens varies by jurisdiction and is subject to change. The Client agrees to comply with all applicable laws and regulations in their jurisdiction and acknowledges that the regulatory status of tokens listed on the Exchange may change, which could impact their value or trading eligibility.

17.7.5 The Client fully understands and accepts the risks involved in token trading and agrees to assume full responsibility for any losses incurred.

#### 17.8. Delisting of Tokens

17.8.1 The Exchange reserves the right, at its sole discretion, to remove any token from the platform at any time without prior notice. Delisting may occur for reasons including but not limited to:

17.8.1.1 Failure of the token to meet the Exchange's ongoing listing requirements.

17.8.1.2 Regulatory actions or concerns regarding the legality or compliance of the token.

17.8.1.3 Technical difficulties that prevent the Exchange from maintaining the token's functionality.

17.8.1.4 Lack of sufficient market demand or liquidity for the token.

17.8.2 The Client acknowledges and agrees that the Exchange may, at its sole discretion, delist any token from the platform without prior notice. The Client is solely responsible for regularly reviewing the Exchange's website for updates regarding token listings and delistings. The Exchange shall not be liable for any losses, damages, or inconveniences incurred by the Client as a result of a token's delisting, regardless of the reason for such removal.

17.9. The Client acknowledges that Zebacus shall not be liable for any loss or damage arising from the trading or holding of listed tokens, including any loss resulting from price volatility, delisting, regulatory actions, or technical failures. The Client agrees that the Exchange's liability is limited to the services it provides for token trading and does not extend to the performance or value of the tokens themselves.

17.10. Unsupported Digital Assets. Zebacus Services are only available in connection with Supported Digital Assets. If Digital Assets that are no longer supported remain in the Client's Account beyond a specified period, Zebacus may, in its reasonable discretion, convert such Digital Assets into a different type of Digital Asset (e.g., a stablecoin). Zebacus assumes no liability or obligation whatsoever with regard to unsupported Digital Assets sent to an Zebacus Account. If the Client sends unsupported Digital Assets to an Account, the Client will lose those Digital Assets.

17.11. Forks and Airdrops. Zebacus is under no obligation to support a Fork of a Digital Asset that the Client holds. Zebacus makes no promises, guarantees, or warranties on the outcome of or support for potential or proposed Forks or Airdrops. If the Client wishes to participate in a Fork or Airdrop, they must withdraw the affected Digital Asset to their own private wallet well ahead of the potential or proposed Fork or Airdrop.

## **18. ILLEGAL TRANSACTIONS**

18.1 The Zebacus reserves the right to suspend or terminate Client's Account at any time if the Zebacus reasonably believe to be required to do so by the law or in order to comply with recommendations issued by a relevant government authority or recognized body for the prevention of financial crime.

18.2 It is strictly forbidden to use the Account for any illegal purposes. The Zebacus will report any suspicious activity to the relevant law enforcement.

18.3 The Client shall ensure that they do not use the Services for the transactions relating to:

18.3.1 money laundering, terrorist financing, proliferation of weapons of mass destruction;

18.3.2 human trafficking;

18.3.3 any goods or services that are illegal or the promotion, offer or marketing of which is illegal or that are offered in connection with illegal, obscene or pornographic content, depict children or minors in sexual postures, depict means of propaganda or signs of unconstitutional organization's glorifying war or violating human dignity;

18.3.4 any goods or services, promotion, offer or marketing of which would violate copyrights, industrial property rights or other rights of any person;

- 18.3.5 archaeological findings;
- 18.3.6 drugs, narcotics or hallucinogens;
- 18.3.7 weapons of any kind;
- 18.3.8 illegal gambling services;
- 18.3.9 ponzi, pyramid or any other “get rich quick” schemes;
- 18.3.10 goods that are subject to any trade embargo;
- 18.3.11 media that is harmful to minors and violates laws and, in particular, the provision in respect of the protection of minors;
- 18.3.12 body parts or human remains;
- 18.3.13 protected animals or protected plants;
- 18.3.14 weapons or explosive materials; or
- 18.3.15 any other illegal goods, services or transactions.

## **19. RIGHTS AND RESTRICTIONS**

When you use Zebacus Services, you agree and undertake with the following provisions:

- 19.1 to accept and comply with the Terms and Conditions stated herein.
- 19.2 to read the entire Terms carefully before using any of the Services permitted by the Zebacus.
- 19.3 All the activities carried out by the client shall comply with the requirements of applicable laws and regulations, these Terms, and various guidelines of Zebacus.
- 19.4 Your use of Services should not violate public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other users from using the Services;
- 19.5 to monitor all and any changes on his/her account, including but not limited to balance matters.
- 19.6 to immediately (i.e. right after the moment of discovery) inform the Zebacus about any unusual, suspicious, unclear or abnormal changes on his/her account. In case of late informing or non-informing the Client will be liable for the breach of the Terms and Zebacus will have the right to take any further steps accordingly, including but not limited to report to the relevant state or national authorities.

- 19.7 The Client agrees that, whenever the Transaction is made, the Platform sends and receives the monetary sums and/or Cryptocurrencies to/from the Buyer's and the Seller's accounts opened in their name and on their behalf.
- 19.8 to notify the Zebacus immediately if any unauthorized use of his/her account or password, or any other breach of security. Any Client who violates the mentioned rules may be terminated, and thereafter held liable for any losses incurred.
- 19.9 not to use the Services to perform criminal activity of any sort, including but not limited to, money laundering, illegal gambling operations, financing terrorist organizations, or malicious hacking.
- 19.10 is responsible for any and all damages caused, and all liability actions brought against the Zebacus for infringement of any third-party rights or violation of any applicable laws.
- 19.11 Nothing in the Terms excludes or limits the liability of the Client for fraud, death or personal injury caused by their negligence, breach of the Terms implied by operation of law or any other liability which may not be limited or excluded by law.
- 19.12 are solely responsible for determining whether any contemplated Transaction is appropriate for them based on their personal goals, financial status and risk willingness.
- 19.13 All added payment instruments to the Client's Account, may it be a bank account, credit card, debit card, or others as prescribed by the Zebacus must be named after the Account holder. Any attempt otherwise will be considered as fraud.
- 19.14 Market Manipulation. The Client shall not use the Services for anything which, in Zebacus's sole opinion, is conduct designed to control or artificially affect the price of any Digital Asset (market manipulation), including, without limitation: pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering.
- 19.15 The Client shall not use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms, or methods to access, obtain, copy or monitor any part of the Platform, or replicate or bypass the navigational structure or presentation of the Platform.

**20. THE CLIENT'S REPRESENTATIONS AND WARRANTIES:**

- 20.1 that he/she will only use the Platform to perform Transactions in accordance with the conditions set forth in these Terms and that they are duly authorized and have the capacity to enter into the Transactions on the Platform.
- 20.2 that both Fiat currency and Cryptocurrency deposited to the account belong to the Client and derived from legal sources.
- 20.3 that he/she will withdraw any Cryptocurrency from his/her account only to his/her wallets, otherwise Zebacus does not hold any liability for the consequences of such withdrawal.
- 20.4 that all Transactions being carried out do not violate the rights of any third party or applicable laws.
- 20.5 that his personal data and identifiers may be shared with appropriately authorized third parties, due to legal obligations such as prevention of crimes and tax purposes and/or to provide the service requested by the Clients.
- 20.6 that he has not been previously suspended or removed from using the Services.
- 20.7 that as an individual, legal person, or other organization, he has full legal capacity and sufficient authorizations to enter into this agreement.
- 20.8 The Client acknowledges and warrants that Zebacus is not acting as a broker, intermediary, agent, or financial/investment advisor to the Client, and Zebacus has no fiduciary relationship or obligation to the Client concerning any Transactions or activities undertaken using the Services.

**21. RIGHTS AND RESPONSIBILITIES OF ZEBACUS:**

- 21.1 to suspend the Client's account and block all Cryptocurrency, Fiat currency and Contracts contained therein in case of non-fulfilment or unduly fulfilment of the Terms.
- 21.2 to provide the Services with the utmost effort, due care and in accordance with these Terms.
- 21.3 shall be limited to using reasonable technical efforts to ensure the receipt of the Cryptocurrency transferred. When initiating Cryptocurrency transactions to a user who is not the Zebacus' Client, Zebacus' responsibility shall be further limited to ensuring the transfer of the necessary technical data to the Cryptocurrency network.

- 21.4 To the extent permitted by law, Zebacus is not responsible for any damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss unless the loss suffered is caused by a breach of these Terms.
- 21.5 Zebacus is not responsible for any malfunction, breakdown, delay or interruption of the Internet connection or any reason why the Zebacus' service is unavailable at any given time.
- 21.6 Zebacus is not responsible for the delay in the processing of payments made by the fault of any third parties, operators of such transactions.
- 21.7 In the case of fraud, Zebacus undertakes to report all the necessary information, including names, addresses and all other requested information, to the relevant authorities dealing with fraud and breaches of the law. The Clients recognize that their account may be frozen at any time at the request of any competent authority investigating a fraud or any other illegal activity.

## **22. REPRESENTATIONS AND WARRANTIES OF ZEBACUS:**

- 22.1 Zebacus shall provide services with reasonable care and skill and in accordance with these Terms.
- 22.2 All buy and sell orders made on the Platform, will be managed in an anonymous manner so that Buyers and Sellers are not acquainted with each other. The Transaction Price is calculated on the basis of actual matched orders made by the Buyers and Sellers participating in the bidding process on the Platform combined with the applicable Transaction fees.
- 22.3 Zebacus represents and warrants that once the orders to buy or sell Cryptocurrencies and Contracts are matched, such orders may not be canceled or reversed. It holds all Cryptocurrencies and Contracts acquired by each Client in his/her account and on the respective Client's behalf.

## **23. SUSPENSION & TERMINATION:**

- 23.1 Right to Suspend or Terminate: You acknowledge and agree that Zebacus reserves the right, at its sole discretion and without prior notice, to immediately suspend, restrict, or terminate your access to any or all Zebacus services, deactivate or cancel your account, and/or freeze or lock any funds or assets held in your account or any Related Accounts, under any of the following circumstances:
- 23.1.1 Breach of Terms: Violation of any provision of these Terms of Service (TOS).

- 23.1.2 Legal or Regulatory Requirements: Compliance with applicable laws, regulations, court orders, subpoenas, or binding directives from regulatory or governmental authorities.
- 23.1.3 Suspicious or Unauthorized Activity: Unauthorized access, misuse of login credentials, unusual or suspicious activity, or attempts to gain unauthorized access to Zebacus or another user's account.
- 23.1.4 Illegal Use: Use of Zebacus for illegal activities, including but not limited to money laundering, terrorist financing, ransomware-related transactions, illegal gambling, usage of dark markets, mixing or tumbling services, or any transaction involving proceeds of unlawful activity.
- 23.1.5 Operational Risk: Creation of potential legal liabilities, infringement of third-party intellectual property, or behavior inconsistent with the spirit of these Terms.
- 23.1.6 Payment Issues: Failure to pay, fraudulent payment for transactions, or unresolved negative balances or balances requiring reconciliation.
- 23.1.7 Inactive Accounts: Inactivity of the account for a period of six (6) months or more.
- 23.1.8 Security Breach: Circumventing or attempting to bypass software security features or aiding others in doing so.
- 23.1.9 Litigation/Investigation: Your account or a Related Account is subject to any ongoing litigation, internal or external investigation, or governmental proceeding;
- 23.1.10 Unexpected Operational Difficulties.
- 23.1.11 Upon Legitimate Request by Law Enforcement or Government Agencies.
- 23.2 Related Accounts: This right to suspend or terminate applies to your account and any Related Accounts, including but not limited to accounts that are beneficially owned by you, members of your household, entities for which you act as a representative or authorized signatory, or any affiliates.
- 23.3 No Obligation to Disclose Criteria: You acknowledge that Zebacus's decisions regarding suspension, restriction, or termination may be based on confidential risk management and security protocols. Zebacus is under no obligation to disclose the details of such protocols or decisions.
- 23.4 During any suspension period, all assets, balances, and funds associated with the User's account shall be frozen and inaccessible until the suspension is canceled or lifted.
- 23.5 Termination Without Cause: Zebacus may terminate or suspend your account or access to the platform without reason, by providing one (1) month's written notice.

- 23.6 Account Closure by User: You may cancel your Zebacus account at any time by withdrawing all balances in your Digital Currency Wallet(s), and by settling any outstanding obligations. You authorize Zebacus to cancel or suspend any pending transactions at the time of cancellation.
- 23.7 Transfer of Funds Upon Termination: Upon account closure, you must provide a valid bank account or cryptocurrency wallet address for the return of any remaining funds. Zebacus will process the transfer as soon as reasonably possible, subject to operational timeframes and regulatory requirements. In cross-border transfers, intermediary banks or the beneficiary's bank may deduct fees. Zebacus will make reasonable efforts to disclose such charges, but cannot guarantee prior notification in all cases. You agree to bear any such deductions or fees.
- 23.8 Effect of Termination: Termination of your account does not relieve you of the obligation to pay any transaction fees or outstanding amounts incurred prior to termination.
- 23.9 Right to Modify or Discontinue Services: Zebacus reserves the right to modify or discontinue the platform or its services at any time. You agree that Zebacus shall not be liable to you or any third party for such modifications or termination of service.

#### **24. DEATH OF ACCOUNT HOLDER:**

For security reasons, if we receive a legal documentation or any other information confirming the death of a client, we will freeze client's Zebacus account and during this time, no transactions may be completed until: (i) client's designated executor/trustee/ legal heir has opened a new Zebacus account or informed us about another existing Zebacus account in their name, as further described below, and the entirety of client's Zebacus account has been transferred to such new account. If the client has not designated, an executor/trustee/ legal heir, then we reserve the right to (i) treat as client's executor/trustee any person entitled to inherit the Zebacus Account, as determined by us upon receipt and review of the documentation we, in our sole and absolute discretion, deem necessary or appropriate, including (but not limited to) a Will or similar document, or (ii) require an order designating an executor/trustee from a court having competent jurisdiction over client's estate. In the event we determine, in our sole and absolute discretion, that there is uncertainty regarding the validity of the executor/trustee designation, we reserve the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to client's Zebacus account. Pursuant to the above, unless client's designated executor / trustee

already holds a Zebacus account (in which case they may still be required to undergo additional identity verification procedures), the opening of a new Zebacus account by a designated executor / trustee is mandatory following the death of a Zebacus account owner, and client hereby agree that his executor / trustee will be required to open a new Zebacus account and provide the information required under these Terms in order to gain access to the contents of client's Zebacus account.

24.1 No transactions may be completed until: (i) client's designated executor/trustee/legal heir has opened a new Zebacus account or informed us about another existing Zebacus account in their name - In the event of the Client's passing, Zebacus will freeze the account upon receiving legal documentation (e.g., death certificate). The appointed executor/trustee must submit their KYC/identity verification to Zebacus for confirmation purposes. The executor must also have an Zebacus account to receive the transferred assets.

24.2 Estate Documentation. The Client must explicitly state in their Will or similar documentation the appointed executor and provide the Client's Unique Identifier (UID) and sufficient authority for the executor to withdraw the assets. The executor must also have access to the Client's registered email for communications confirming the details of the passing. Zebacus will not partake in the execution or distribution of assets among beneficiaries.

## **25. TRANSACTION LIMITS & ENHANCED DUE DELIGENCE.**

25.1 The Zebacus will impose a transaction limit to its customer from time to time as per the market condition and financial capacity of its customers. The review shall be periodically (every quarter) conducted by the compliance department and any outcome will be notified to customers and members and shall be binding to all after issuance. Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. We reserve the right to change applicable limits as we deem necessary.

25.2 The Zebacus may require you to submit additional information about yourself or your business, provide records, and arrange for meetings with our staff if you wish to raise your limits ("Enhanced Due Diligence"). We reserve the right to charge you costs and fees associated with such Enhanced Due Diligence although if we intend to do so, we will notify you in advance so that you can decide whether you wish to proceed with

the request. At our discretion, we may refuse to raise your limits or lower your limits at a subsequent time even if you have completed Enhanced Due Diligence.

**26. FINANCIAL OR LEGAL ADVICE:**

The Zebacus does not provide any financial, investment or legal advice in connection with the Services permitted by trading platform. The Zebacus may provide information on the price, range, volatility of Cryptocurrencies and Contracts and events that have affected the price of Cryptocurrencies, but it should not be considered as an investment or financial advice and should not be construed as such. No communication or information provided to you by the Zebacus is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, legal advice or any other sort of advice. Unless otherwise specified in these Terms. All trades are executed automatically, based on the parameters of your order instructions and in accordance with posted trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you according to your personal investment objectives, financial circumstances and risk tolerance, and you shall be solely responsible for any loss or liability there from. You should consult legal or tax professionals regarding your specific situation. The Zebacus does not recommend that any Digital Asset should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Digital Asset, you should conduct your own due diligence and consult your financial legal advisors prior to making any investment decision. Zebacus will not be held responsible for the decisions you make to buy, sell, or hold Digital Asset based on the information provided by Zebacus. Zebacus and its Affiliates expressly disclaim all fiduciary duties to the Client.

**27. INTELLECTUAL PROPERTY RIGHTS.**

27.1 All content on the Zebacus' website is the property of the Zebacus and is protected by copyright, patent, trademark and any other applicable laws, unless otherwise specified hereby.

27.2 The trademarks, trade names, service marks and logos of the Zebacus and others used on the website (hereinafter the "Trademarks") are the property of the Zebacus and its respective owners. The software, applications, text, images, graphics, data, prices, trades, charts, graphs, video and audio materials used on the Zebacus' website belong

to Zebacus. The Trademarks and other content on the website should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, no matter manual or automated. The use of any content from the website on any other site or a networked computer environment for any other purpose is strictly prohibited; any such unauthorized use may violate copyright, patent, trademark and any other applicable laws and could result in criminal or civil penalties.

27.3 Zebacus supports the protection of intellectual property. If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for any material on which you hold a bona fide copyright, please send us an email to the authorized email of the Zebacus.

## **28. TAXATION:**

28.1 The Client undertakes to pay all his/her taxes and duties, which can be resulted from the use of Zebacus services and should be paid according to rules and regulations of the state of residence of the client.

28.2 Zebacus is not responsible for any violation made by the Client due to his/her obligation to calculate and pay taxes and duties.

## **29. NOTICES AND COMMUNICATION:**

29.1 Zebacus reserves the right to send notices to and communicate with the Client through the Platform or by any means of communication like email, postal mail, or facsimile available to the Zebacus, utilizing the contact information provided by you when you registered with the site or by general posting on the site.

29.2 The Client expressly agrees to receive any notices in electronic form and to be bound by them, if so, is required by this Terms.

29.3 The main official information channel of the Zebacus will be the Platform or/and the Website or/and the authorized email of the Zebacus.

29.4 Any correctly addressed notice that is refused, unclaimed, or undeliverable, because of an act or omission of the Client to be notified shall be deemed effective as of the first date that said notice was refused or deemed undeliverable by the postal authorities, messenger, facsimile machine, email server or service provider, or overnight delivery service.

**30. GOVERNING LAW:**

The Terms, your use of the Services, any claim, counterclaim or dispute of any kind or nature whatsoever arising out of the Terms, directly or indirectly, shall be governed by, and construed in accordance with the laws of Republic of Lithuania. Subject to the arbitration clause, all disputes arising out of or in relation to this terms and conditions, shall be subject to the exclusive jurisdiction of the courts at Lithuania.

**31. GOVERNING LANGUAGE:**

English shall be the governing language of the Zebacus. All proceedings in the Trading platform shall be recorded in English.

**32. LIMITATION OF LIABILITY:**

32.1 In no event shall the Zebacus, its officers, directors, employees, members, brokers, shareholders, attorneys, agents, representatives, suppliers, contractors and all third party service providers be liable to the client or any other person or entity for any direct, indirect, incidental, special, punitive or consequential damages whatsoever, including any that may result from:

32.1.1 accuracy, completeness or content of the platform and the website,

32.1.2 accuracy, completeness or content of any websites linked (through hyperlinks, banner advertising or otherwise) to the platform and the Zebacus website,

32.1.3 the services permitted by the Zebacus or the services provided by any other websites linked (through hyperlinks, banner advertising or otherwise) to the platform or Zebacus website,

32.1.4 personal injury or property damage of any nature whatsoever,

32.1.5 third-party conduct of any nature whatsoever,

32.1.6 any unauthorized access to or use of the exchange's servers and/or any and all content, personal information, financial information or other information and data stored with the Zebacus,

32.1.7 any interruption or cessation of services to or from the platform or the Zebacus website or any websites linked (through hyperlinks, banner advertising or otherwise) to the platform or the Zebacus website,

- 32.1.8 any viruses, worms, bugs, trojan horses or the like, which may be transmitted to or from the Zebacus website or any websites linked (through hyperlinks, banner advertising or otherwise) to the platform or to the Zebacus site.
- 32.1.9 any computer viruses, spyware, scareware, trojan horses, worms, or other malware that may affect the Client's computer or other equipment, or any phishing, spoofing, or other attack. The Client is responsible for all login credentials and must keep security details safe at all times.
- 32.1.10 any user content or content that is defamatory, harassing, abusive, harmful to minors or any protected class, pornographic, "x-rated", obscene or otherwise objectionable and/ or
- 32.1.11 any loss or damage of any kind incurred as a result of the client's use of the platform or the website or the services, whether based on warranty, contract, tort or any other legal or equitable theory and whether or not the Zebacus is advised of the possibility of such damages.
- 32.1.12 In no event shall Zebacus be liable for any direct or indirect losses (including loss of profits, business or opportunities) resulting from the operation of the protocols underlying any Digital Asset, their functionality, security, or availability, or a Network Event, a Fork or an Airdrop.
- 32.2 In addition, you specifically acknowledge and agree that any cause of action arising out of or related to the platform or the website or the services must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred. In addition, the client specifically acknowledge and agree that in no event shall Zebacus' total aggregate liability exceed the total amount paid by the client for the particular services that are the subject of the cause of action. The foregoing limitation of liability shall apply to the fullest extent permitted by law and shall survive any termination or expiration of this agreement or the client's use of the platform or the website or the services of the Zebacus.

### **33. INDEMNITY:**

The Client agrees to protect, defend, indemnify and hold harmless the Zebacus and its officers, directors, employees, agents and third-party service providers from and against any and all claims, demands, costs, expenses, losses, proceedings, investigations, suits, liabilities and damages of every kind and nature (including, without limitation, attorneys'

fees and fines or penalties imposed by any regulatory authority) imposed upon or incurred by the Zebacus directly or indirectly arising out or related to (i) the Client's use of and access to the Platform or the Services; (ii) the Client's violation of any provision of the Terms or the policies or agreements which are incorporated herein; and/or (iii) the Client's violation of any applicable law, regulation, or rights of any third-party, including without limitation any intellectual property or other proprietary right during the use of Zebacus services. The indemnification obligations under this section shall survive any termination or expiration of the Terms or the Client's use of the Platform or the Services.

**34. MODIFICATIONS AND AMENDMENTS:**

Zebacus reserves the right to update, amend, modify, revise or suspend any portion of these Terms, subject to applicable law at any time by publishing the revised version of the Terms. The changes will become effective and shall be deemed accepted by the Client, the first time the Client uses the services after the publishing of the revised Terms and shall apply on a going-forward basis with respect to any activity initiated after publishing. You hereby consent and agree that it is your responsibility to ensure that your understanding of this Section is up to date. In the event that the Client does not agree with any such modification, the Client's sole and exclusive remedy is to terminate the use of the Services and close the Account. The Client agrees that the Zebacus shall not be liable to the Client or any third party as a result of any losses suffered by any modification or amendment of these Terms.

**35. FORCE MAJEURE:**

If Zebacus is unable to perform the Services outlined in these due to the factors beyond its control including but not limited to the event of Force Majeure, change of law or change in sanctions policy, Zebacus will not have any responsibility to the Client with respect to the Services provided hereunder and for a time period coincident with the event.

**36. CONCILIATION:**

36.1 All claims, differences and disputes, between a user, member and/or Zebacus, arising out of or in connection with the Transactions on the trading platform including any agreements and contracts, made subject to these Terms or the Trading Rules or Regulations of Zebacus or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfilment or the rights,

obligations and liabilities of the parties thereof and including any question of whether such agreements, contracts and transactions have been entered into or not, the parties shall adopt conciliation proceedings, before a conciliator or a panel of conciliator appointed by Zebacus prior to referring the dispute to Arbitration, subject to the provisions of this Terms and the Trading Rules, regulations made thereunder.

36.2 The place of Conciliation shall be at the Conciliation Centre at Zebacus or any place prescribed by Zebacus.

36.3 Zebacus shall prescribe the Norms, Procedures and Fees including the procedure for appointment of Conciliator for such conciliation process.

## **37 ARBITRATION:**

37.1 All claims, differences and disputes, between Clients, Member and/or Zebacus, arising out of or in connection with the Transactions on the trading platform including any agreements and contracts, made subject to these Terms or the Trading Rules or Regulations of Zebacus or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfilment or the rights, obligations and liabilities of the parties thereof and including any question of whether such agreements, contracts and transactions have been entered into or not, which the party fails to resolve through conciliation shall be referred to Asian International Arbitration Centre (AIAC), Malaysia.

37.2 In all Trade, Contracts, Agreements and Transactions, which are made or deemed to be made subject to these Terms, Trading Rules and Regulations of Zebacus, this provision of Arbitration shall form and deemed to form a part of such Trade, Contract, Agreements and Transactions and parties therein shall be deemed to have entered into an Arbitration Agreement in writing by which all claims, differences or disputes shall be submitted to Arbitration as per the provisions of these Terms.

37.3 The Arbitration proceedings shall be subject to the Asian International Arbitration Centre Arbitration Rules (AIAC Rules) in force. Unless the parties agree otherwise, there shall be only one arbitrator appointed in accordance with the AIAC Rules.

37.4 Seat of Arbitration: The seat of Arbitration shall be at Asian International Arbitration Centre, Malaysia.

37.5 Language of Arbitration: The language of Arbitration shall be in English and the proceedings also conducted in the English Language. If the documents are in a

language other than English, parties shall submit their true copies along with the documents.

37.6 Award: The award passed by the Arbitrator whether interim or final shall be binding on the parties and their respective representatives, notwithstanding the death of or legal disability occurring to any party before or after the making of the award and such death or legal disability shall not operate as a revocation of the reference or award or shall not affect the rights under the award of the awardees in any manner whatsoever. After the award is being passed, a signed copy of the award shall be delivered to each party. The arbitration provisions set forth in this Section will survive termination of these Terms.

**38 LINKS TO THIRD-PARTY WEBSITES:**

The Platform and the Website may contain links to third-party websites that are not owned or controlled by the Zebacus. The Zebacus assumes no responsibility for the content, terms and conditions, privacy policies or practices of any third-party websites. In addition, Zebacus does not censor or edit the content of any third-party websites. By using the Platform or the Website, you expressly release the Zebacus from any and all liability arising from the Client's use of any third-party website. Accordingly, the Zebacus encourages the Client to be aware when the Client leaves the Platform or the Website, or the Services of the Zebacus and to review the terms and conditions, privacy policies and other governing documents of any other website that you may visit.

**39 SEVERABILITY:**

If any provision of this Terms at any time held unlawful, invalid or unenforceable at any aspect under any law of any jurisdiction, such portion shall be deemed severable and shall not affect the other provisions of these Terms, which will remain in full force and effect, and the invalid or unenforceable portion will be given effect to the greatest extent possible.

**40 WAIVER:**

The failure of one party to require performance of any provision will not affect that party's right to require performance at any time thereafter. At the same time, the waiver of one party to seek recovery for the other party's violation of these Terms or any provision of applicable

terms shall not constitute a waiver by that party of any subsequent breach or violation by the other party or of the provision itself.

#### **41 DISCLAIMER:**

- 41.1 Zebacus doesn't provide any information related to trading and analysis to generate a trade by a client. The information provided by Zebacus through its various publication is purely for market awareness purpose. Moreover, Zebacus doesn't hold responsible or liability for any profit or loss made by clients during the course of buying and selling.
- 41.2 Zebacus cannot have the client's power of attorney and cannot exercise such power on behalf of the client. However, the Zebacus can forcefully liquidate the position within the parameter of trading rules and regulation of Zebacus.
- 41.3 The Client should, at the earliest, submit changes of information that was provided during the client registration process.

#### **42 CONTACT US:**

If you have any questions relating to these Terms, your rights and obligations arising from these Terms and/or your use of the Platform or the Websites or the Service, your Account or any other matter, please, contact us to [info@zebacus.com](mailto:info@zebacus.com).

#### **43 RISK DISCLOSURE:**

- 43.1 Zebacus is a Cryptocurrency trading platform For Buying, Selling and Trading of Cryptocurrencies which involves substantial risk and even cause loss which may not be appropriate for all investors. Before opening an account with Zebacus, please assess your investment objectives, risk appetite, assets, income and the level of experience in this market. While buying, selling and trading there could be the possibility where you may lose some or all your initial investment, henceforth, you must not speculate, invest, trade the amount of the capital you cannot bear to lose, or the amount that you have borrowed or is urgently needed for personal subsistence. Before trading, please consider all the possible risks associated with the Cryptocurrencies market. In case of any kind of doubts regarding the buying, selling and trading, kindly seek advice from an independent financial adviser.

- 43.2 As a responsible and good corporate citizen, Zebacus respect and comply with all applicable governmental rules and regulations. In doing so, we may be asked for information by various government authorities within the permissible law and in such circumstances, we will fully cooperate with the concerned government authorities. Therefore, all our customers are required to comply with all the applicable laws, rules and regulation on our platform.
- 43.3 The Client should be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Zebacus. The Client is responsible for all login credentials, including usernames and passwords, and must keep security details safe at all times.

#### **44 REFERRAL AGENT DISCLAIMER:**

Applicable only to clients onboarded through Brokers.

- 44.1 A Broker operates as a referral agent for Zebacus and its associated virtual assets services platform which cater to services including but not limited to ICO, trading, mining, staking etc... The Broker facilitates the introduction of clients to Zebacus and assists in the account creation process. However, it is important to note that the Broker is not involved in any trading activities, coin listing decisions, or transaction execution.
- 44.2 All transactions, trading activities, and investments made by the client through Zebacus are at the sole discretion and responsibility of the client. The Broker shall not be held liable for any outcomes arising from these actions, including but not limited to losses, gains, or any other financial consequences.
- 44.3 Clients are solely responsible for conducting thorough research and due diligence on any coins or assets promoted by or listed in Zebacus and evaluating the risks associated with trading or investing in such assets. The client also understands that the Broker does not provide any investment advice, financial recommendations, or endorsements regarding specific coins or assets.
- 44.4 The client acknowledges and understands that the Broker may make representations or statements regarding the exchange platform, its services, and potential benefits to the client. However, the client agrees that it is their responsibility to independently verify and cross-verify any information,

commitments, or promises made by the Broker with the exchange directly before making any confirmations, decisions, or investments.

44.5 Independent Verification: The client agrees to perform due diligence and independently verify any claims, promises, or representations made by the Broker regarding the exchange platform's features, functionalities, fees, performance, or potential profits.

44.6 Reliance on Exchange Information: The client understands that the exchange platform's official documentation, terms of service & website are the authoritative sources for accurate and up-to-date information about the exchange's services and offerings.

44.7 No Reliance on Broker's Representations: The client acknowledges that the Broker is acting solely as a referral agent and does not have the authority to speak on behalf of the exchange or bind the exchange to any commitments or representations.

44.8 Reporting Misrepresentations: In the event that the client discovers any misrepresentations, inaccuracies, or discrepancies in the information provided by the Broker, the client shall promptly report such findings to Zebacus and seek clarification.

44.9 Risk Acknowledgment: The client understands that relying on unverified information or misrepresentations may lead to potential financial losses or other adverse consequences. Therefore, the client agrees to exercise caution and prudence before acting on any information received from the Broker.

44.10 Publication of Breaches. Where the Client has breached these Terms, Zebacus may publish, or otherwise provide its users with details of the breach, including any information that the Client has provided Zebacus, where it determines that doing so is necessary for the protection of other users, and consistent with Applicable Law.

#### **45 COMPLIANCE WITH LOCAL LAWS:**

It is client's responsibility to abide by local laws in relation to the legal usage of Services of the trading platform in their local jurisdiction as well as other laws and regulations applicable to the clients. Clients must also factor, to the extent of their local laws all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities. The clients shall acknowledge and declare that their funds come from legitimate sources and do not originate from illegal activities. Clients also agree

that Zebacus will require them to provide or otherwise collect the necessary information and materials as per relevant laws or government orders to verify the legality of the sources and use of their funds. The Zebacus maintains a stance of cooperation with law enforcement authorities globally and will not hesitate to seize, freeze, terminate client's accounts and funds which are flagged out or investigated by legal mandate.

**46 ANNOUNCEMENTS:**

Please be aware that all official announcements, news, promotions, competitions and airdrops will be listed on [www.zebacus.com](http://www.zebacus.com) Clients undertake to refer to these information regularly and promptly. Zebacus will not be held liable or responsible in any manner of compensation should users incur personal losses arising from ignorance or negligence of the announcements.

**47 ENTIRE AGREEMENT:**

These Terms constitute the entire understanding and agreement between you and Zebacus as to the subject matter hereof and it supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and Zebacus.