

TERMS OF USE

Tiger.Trade

PLEASE CAREFULLY READ THE TERMS OF USE OF THE WEBSITE AS SET OUT BELOW, WHICH IS A LEGALLY VALID AGREEMENT BETWEEN **YOU**, BEING THE VISITOR OR USER OF THE [HTTPS://TIGER.TRADE](https://tiger.trade) WEBSITE (INCLUDING ANY RELATED WEB PAGES, SERVICES AND FUNCTIONS), AND **TIGER.TRADE** ("**USER AGREEMENT**").

BY USING THE [HTTPS://TIGER.TRADE](https://tiger.trade) WEBSITE, ANY RELATED WEB PAGES, SERVICES OR FUNCTIONS (THE "**SITE**"), INCLUDING REGISTRATION OR OTHER LOGIN PROCEDURE, YOU AGREE TO THE TERMS AND CONDITIONS BELOW FULLY AND UNCONDITIONALLY, WITHOUT RESERVATIONS OR EXCEPTIONS. IF YOU DO NOT ACCEPT ALL THE TERMS OF THIS USER AGREEMENT, YOU MAY NOT USE THIS SITE.

1. GENERAL PROVISIONS

- 1.1. In accordance with this User Agreement, Tiger Trade Capital AG, a company registered at Bahnhofstrasse 8B, 6340 Baar, Switzerland ("**Tiger.Trade**" or "**we**"), provides Internet users who are on the Site ("**Visitor**" or "**You**") or who have registered on the Site ("**User**" or "**You**") free of charge services for providing the opportunity to use the Site and the information available on the Site and through the Site, on the terms set forth in this User Agreement.
- 1.2. Use of the Site is governed by this User Agreement.
- 1.3. Use of the Tiger.Trade Trading Terminal, including the scope of the licensed rights to use the Tiger.Trade Trading Terminal granted to the User, is governed by the End User License Agreement ("**EULA**"), available at <https://www.tiger.trade/end-user-license-agreement>.
- 1.4. This User Agreement is effective from the moment You express Your consent to its terms and conditions as set out in the preamble above.

2. AMENDMENTS TO THE USER AGREEMENT

- 2.1. The User Agreement and any of its provisions may be changed, supplemented, suspended, deleted, replaced, removed, or deleted by Tiger.Trade at any time.
- 2.2. Information about the new version of the User Agreement will be available on the Internet at <https://www.tiger.trade/terms-of-service>. If You do not agree with any changes to the User Agreement, You shall stop using the Site from the moment the new version of the User Agreement enters into force. If You continue to use the Site after the entry into force of the new edition of the User Agreement, You thereby express Your consent to the new edition of the User Agreement.

3. TERMINATION OF THE USER AGREEMENT

- 3.1. This User Agreement is valid until terminated. You can terminate the User Agreement by ceasing to use the Site and deleting Your account by sending a written request to the email address of the support service support@tiger.trade using the email address You used to register on the Site.
- 3.2. Tiger.Trade has the right to terminate this User Agreement and (or) temporarily or permanently suspend Your access to Your account or to the Site in cases provided for in this User Agreement, and the termination will take effect immediately and without prior notice (or from the moment of the notice, if such is sent to Your address).

4. USER REGISTRATION. USER ACCOUNT To be able to use the Tiger.Trade Trading Terminal and access the customized resources of the Site, You need to go through the registration procedure, as a result of which a unique account will be created for You. By creating an account, You confirm that You are an adult and capable person, and there are no other restrictions in relation to You that impede the registration procedure.

- 4.2. To register, You undertake to provide accurate and complete information about yourself as set out in the registration form, and to keep this information up to date. The procedure for

processing information provided by the User is governed by the Policy on the processing of personal data ("**Privacy Policy**") available at: <https://www.tiger.trade/privacy-policy>.

- 4.3. Using the account management function on the Site, You can access, change, and update Your account information at any time.
- 4.4. If the User provides incorrect information or Tiger.Trade has a reason to believe that the information provided by the User is not accurate, complete, or reliable, Tiger.Trade has the right, at its sole discretion, to block or delete the User's account and refuse the User to use the Site and its services (or their individual functions).
- 4.5. You are prohibited from transferring, sharing, or providing Your account information to anyone. Any dissemination of information about Your account may lead to the suspension or termination of Your access to the Site without reimbursement of any costs.

Use of account

- 4.6. The User does not have the right to reproduce, repeat and copy, sell, and resell, as well as use for any commercial purposes any part of the Site, unless the User has received such permission from Tiger.Trade.
- 4.7. Tiger.Trade has the right to suspend, modify, terminate, or delete any account for any reason, including but not limited to if You violate the terms of this User Agreement or EULA, or if Tiger.Trade has a reason to believe that Your account is being used by other person. Tiger.Trade, at its sole discretion, may inform You in advance about this. You will be notified of this when You sign in on the Site.
- 4.8. Tiger.Trade does not accept account transfers. It is prohibited to purchase, sell, donate, or exchange accounts, or offer to purchase, sell, donate, or exchange any account. Any such attempts will be void and invalid.

5. TERMS OF USE OF THE SITE

- 5.1. Tiger.Trade has the right to send informational messages to Users. Such information messages are used, among other things, to provide a better understanding of the User's needs, provide the User with information about the most suitable conditions for using the Tiger.Trade Trading Terminal, improve the quality of informing Users about all emerging issues and familiarizing the User with Tiger.Trade news.
- 5.2. The Visitor and the User are liable to the third parties for their actions related to the use of the Site, including if such actions lead to a violation of the rights and legitimate interests of third parties, as well as for the compliance with the applicable legislation (including tax legislation, legislation governing digital assets, legislation on the securities market, legislation governing the provision of financial services) when using the Site.
- 5.3. When using the Site, the Visitor and the User are not entitled to:
 - 5.3.1. use a false identity or give oneself out to be a representative of an organization and/or community without having sufficient powers and authority for the same, including a member of the Tiger.Trade staff or the Site owner, or use any other forms or means of illegal representation of other persons online;
 - 5.3.2. illegally collect or store other persons' personal data;
 - 5.3.3. interfere with normal operation of the Site;
 - 5.3.4. assist with any actions aimed at breaching any restrictions and prohibitions set by the User Agreement;
 - 5.3.5. otherwise violate the law, including foreign and international laws.

6. EXCLUSIVE RIGHTS TO SITE CONTENT

- 6.1. Any and all objects made available through the Site or located on the Site, including design features, text, images, artwork, videos, computer software, databases, music, sounds, and other objects, and any content posted on the Site are exclusively owned by Tiger.Trade and

other titleholders. Tiger.Trade has the rights to all content which is available on the Site. You agree that You shall not have any exclusive rights or any other rights to any content, including, without limitation, any rights to an account and any details relating to any account, as well as any rights to the information that You keep on the Site (subject to the terms and conditions of the Privacy Policy).

6.2. The content and any other elements of the Site may be used only within the scope of the Site functionality. No elements of the Site content, or any content placed on the Site, may be used in any other manner without prior consent of the titleholder. Use shall mean, among other things: reproduction, copying, processing, distribution on any basis, presentation in the frame and other uses. Exceptions may be stipulated by the applicable law.

6.3. You may use any elements of the Site content for personal non-commercial use without transfers to any third parties, provided that all marks of copyright protection, related rights, trademarks, other notices of authorship are kept, and author's/titleholder's name and the corresponding item remain unmodified. Exceptions may be stipulated by the applicable law.

7. THIRD PARTY SITES AND CONTENT, ADVERTISING ON THE SITE

7.1. The Site may contain references or links to other websites (third party sites). Such third parties and their content are not modified or checked by Tiger.Trade for compliance with any requirements (accuracy, completeness, legality, etc.).

7.2. Tiger.Trade shall not be liable for any information or materials on third party Sites and shall not assume any obligations in connection with the use or impossibility to use or rely on such information or materials on third party sites, or goods or services available on such sites to which You obtain direct or indirect access using the Site, including any opinions or statements on third party sites, advertising, etc., as well as the availability of such sites or content and the consequences of their use by You. Tiger.Trade is an information broker with respect to such references and materials.

7.3. Reference (in any form) to any site, product, service, or any information of a commercial or non-commercial nature on the Site shall not constitute endorsement or recommendation of such products/services/activities by Tiger.Trade.

8. CONFIDENTIALITY

8.1. Our Privacy Policy includes additional requirements and terms and conditions regarding possible use, collection, and disclosure of Your personal data. You acknowledge that You have read, accepted, and understood our Privacy Policy, its requirements, as well as its terms and conditions.

8.2. By using our Site, You agree that Your data may be transferred to third parties, including abroad, involved in the provision of the services and operation of the Site or the Tiger.Trade Trading Terminal. The terms and conditions of such transfer are described in detail in our Privacy Policy.

9. NO WARRANTIES, LIMITATION OF LIABILITY

9.1. You may use any information and/or materials (including downloadable software, letters, any instructions and manuals, etc.) to which the You obtain access using the Site, at Your own risk and You shall be solely responsible for any possible consequences of using such information and/or materials, including any damage which may be caused to Your device or to any third parties, for loss of data or any other harm.

9.2. Tiger.Trade shall not be liable for any losses arising from the Your use of the Site or certain parts/functions thereof.

9.3. Tiger.Trade shall be liable to the Visitor and/or the User only if there is Tiger.Trade's fault in its actions. To the extent permitted by the applicable law, in all circumstances Tiger.Trade's liability (both contractual liability and tort liability and any other liability in connection with the Site) to the Visitor and/or the User shall be limited to 100 Euro.

10. REMUNERATION, PAYMENT, AND REFUND FOR TIGER.TRADE TRADING TERMINAL

- 10.1. You are given the opportunity to use the functionality of the Site to purchase a license to use the Tiger.Trade Trading Terminal provided under the EULA, which You can read and accept during the installation of the Tiger.Trade Trading Terminal.
- 10.2. The license to use the Tiger.Trade Trading Terminal comes into force from the moment of purchase, regardless of Your actual use of the Tiger.Trade Trading Terminal. You cannot change the license after the order processing has been completed.
- 10.3. If the Tiger.Trade Trading Terminal does not perform substantially in accordance with its purpose as described in the EULA, You must immediately contact Tiger.Trade support team through the Site or in the Tiger.Trade Trading Terminal. Assuming Tiger.Trade can verify such non-conformity, Tiger.Trade will use reasonable efforts to correct such deficiencies in the Tiger.Trade Trading Terminal so that it will perform in accordance with its purpose.
- 10.4. The above deficiencies specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications, misapplication, or use of the Tiger.Trade Trading Terminal that is otherwise materially inconsistent with the compatibility requirements or its purpose.
- 10.5. If Tiger.Trade is not in position to fix the problem as stated in clauses 10.3-10.4 above within the reasonable time, You can ask for a refund. To apply for a refund and receive the remainder of the license price (in proportion to the remaining period of use before the refund date), You need to provide Tiger.Trade with the following information at support@tiger.trade: Your username and email address, the date of Your purchase and the reasons for the return. If Tiger.Trade, in its sole discretions, confirms the validity of the reasons for the refund, Tiger.Trade will process return request within 5-10 business days. Once a refund has been made, a confirmation email is sent and the date that such email is sent is considered the date of the respective refund.
- 10.6. Detailed information on the rights granted by the license for the Tiger.Trade Trading Terminal, the purchase procedure and the refund rules can be found in the EULA during the installation of the Tiger.Trade Trading Terminal.

11. MISCELLANEOUS

- 11.1. This User Agreement constitutes a contract between You and Tiger.Trade regarding the use of the Site and supersedes all previous agreements between You and Tiger.Trade.
- 11.2. This User Agreement shall be governed and construed in accordance with the Swiss law. Any matters not governed by this User Agreement shall be resolved in accordance with the Swiss law. All possible disputes arising out of the relations governed by this User Agreement shall be resolved in accordance with the applicable Swiss law. Wherever used in this User Agreement, unless expressly stated otherwise, the term "applicable law" shall mean the Swiss law.
- 11.3. Because the services are provided by Tiger.Trade under this User Agreement free of charge, the consumer protection rules shall not apply to the relations between the Visitor and/or the User and Tiger.Trade under this User Agreement.
- 11.4. Nothing in this User Agreement shall be construed as creating between the Visitor and/or the User and Tiger.Trade any agency, partnership, joint venture, relationship of employment, or any other relationship not expressly stipulated in the User Agreement.
- 11.5. If, for whatever reason, one or more provisions of this User Agreement are deemed to be invalid or unenforceable, this shall not affect the validity or enforceability of any other provisions of this User Agreement.
- 11.6. Any inaction by Tiger.Trade, if the Visitor and/or the User or other users breach any provisions of the User Agreement, shall not cause Tiger.Trade to forfeit its right to take appropriate actions to protect its interests at a later date, nor shall it be construed as a Tiger.Trade's waiver of its rights in case of such or similar breaches in future.
- 11.7. The User Agreement is available in various languages. There may be controversy or discrepancy between the English version of the User Agreement and other language versions. For the purposes of uniform understanding and to avoid any ambiguity, in connection with any dispute,

claim or proceeding, and for the purpose of interpreting and enforcing the User Agreement or for other purposes related to the User Agreement, the English version prevails.

ACCEPTING THIS USER AGREEMENT, I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE ABOVE USER AGREEMENT AND I ACKNOWLEDGE THAT BY USING THE SITE (INCLUDING SERVICES AND FUNCTIONS ASSOCIATED WITH THE SITE) OR THE ACCOUNT, I AGREE TO, AND SHALL ABIDE BY, THE TERMS AND CONDITIONS OF THE USER AGREEMENT.