



TINOTRADELP.COM TERMS OF USE

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About TINO TRADE LP

TINO Trade LP is an investment company offering blockchain-based assets such as cryptocurrencies, as well as Forex, Stocks, and Exchange Traded Funds to its clients, who include individual, group, and institutional investors. TINO Trade LP is licensed to trade digital assets to clients in over 147 countries around the world. Our offered assets bring high returns for our clients, who have trusted us for over 6 years now.

As a company, we are committed to ensuring our clients are satisfied and get the best out of their investments. Our platform is a secure, robust, and easy-to-use interface that allow users easily and quickly create an account and start out on a rewarding financial journey. We hold a record for excellence and client satisfaction. We deliver on our promise, and we will always hold our records high.

These Terms of Use (“**Terms**”) govern your access and use of [TINO TRADE LP](https://tinotradelp.com/) and the Services provided by **TINO Trading Services Inc.** (“our,” “we,” “**TINO**” or “**TINO Trade lp**”). Our services include: (1) the content on our website located at <https://tinotradelp.com/> (“**Website**”) or any other websites, pages, features, or content we own or operate (collectively, the “**Sites**”) or when you use our mobile app; (2) any application program interface (“**API**”) made available by TINO to you as a service or third-party applications relying on such an API (“**TINO APIs**”); (3) the Platform (defined below) which provides Digital Asset (defined below) trading services (“**Trading Services**”); (4) staking, through third-parties or otherwise, of Digital Assets that you may designate (“**Staking Services**”) by TINO or entities undertaking Staking Services on TINOs behalf; and (5) any other services that TINO may make available, directly or indirectly, from time-to-time (collectively, the “**Services**”).

Please note: The availability of TINO Services are dependent on the availability of partners to support them, and thus certain Services may or may not be offered at any time based on



partner availability. For more information about the TINO Services currently offered, please see [here](#).

Please read the Terms, our Disclosures, Privacy Policy, and Trading Rules and any other terms referenced in this document carefully. The Terms you see below are important because they:

- Outline your legal rights;
- Explain the rights you give to TINO TRADE LP, TINO Management Holdings, Inc., and to TINO Management Holdings, Inc.'s other subsidiaries (collectively, "TINO") when you use our Services;
- Describe the rules you must follow when using our Services;
- Contain a class action waiver and an agreement to resolve any disputes that may arise by arbitration; and
- Contain a clause that delegates decisions regarding the interpretation and application of the arbitration clause to an arbitrator and not to a court or judge.

You agree that you have read, understand, and accept these Terms by signing up for an Account(s) (defined below) with TINO, accessing our website, or TINO APIs (where available). If you do not agree with these Terms, you may not, and are prohibited from, access or use of the Services, Sites, or any other aspect of our business.

We may amend or modify these Terms at any time by posting the revised Terms on the Website and/or providing a copy to you ("**Revised Terms**"). The Revised Terms shall be effective as of the time they are posted but will not apply retroactively. Your continued use of the Services after the posting of Revised Terms constitutes your acceptance of such Revised Terms. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your Account.

PLEASE BE AWARE THAT THESE TERMS CONTAIN PROVISIONS REGARDING THE RESOLUTION OF DISPUTES BETWEEN YOU AND TINO, INCLUDING AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND TINO SHALL BE RESOLVED BY BINDING ARBITRATION.

THESE TERMS ALSO CONTAIN A WAIVER OF YOUR RIGHT TO A JURY TRIAL AND A WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION. PLEASE READ THESE SECTIONS OF THE TERMS CAREFULLY.



Buying, selling, and holding cryptocurrencies AND investments are activities that are subject to high market risk. The volatile and unpredictable nature of the price of cryptocurrencies and investment portfolios may result in a significant loss. TINO is not responsible for any loss that you may incur from price fluctuations when you buy, sell, or hold cryptocurrencies OR investments. TINO does not provide investment, legal, or tax advice in any manner or form. The ownership of any investment decision(s) exclusively vests with you after analyzing all possible risk factors and by exercising your own independent discretion. TINO shall not be liable for any consequences thereof.

TINO Trading is a wholly owned subsidiary of TINO TRADE LP. and is headquartered in Scotland specifically at *Castle House 1 Baker Street, Suite 4, Stirling, Scotland, FK8 1AL*. As part of an effort to offer digital asset trading technology to its customers through the TINOtradelp.com platform, TINO Trading entered into licensing agreements with TINO TRADE LP ("TTL"). TINO Trading and TTL share common majority ownership but are not within the same corporate structure. You understand that TINO Trading and TTL are separate entities and that the Services are offered by TINO Trading. You understand that TINO Trading is under common ownership with companies that have made investments in a broad range of digital asset projects, including some Digital Assets listed on our exchange.

Binding Contract

These Terms form a binding contract between you and TINO. Please read these Terms carefully. You agree that you have read, understand, and accept these Terms by signing up for an Account(s) with TINO, accessing our website, or TINO APIs (where available). If you do not agree with these Terms, you may not access, and are prohibited from accessing or using the Services, Sites, or any other aspect of our business.

Eligibility

To be eligible to use the Services, you must satisfy the following:

- You must be an individual, corporation, legal person, entity, or other organization residing in a location in which the Services are available with the full power, authority, and capacity to (1) access and use our Services and (2) enter into, deliver, and perform your obligations under these Terms. If you are an individual, you must be at least 18 years old.



- **Eligible Person.** Except as otherwise provided for in this agreement, you are an Eligible Person if you are not a resident of a Restricted State or other location in which TINO is not authorized to do business and provided you satisfy one of the following criteria:
 - a citizen of the United States of America (“U.S.”) or any other location in which TINO is authorized to do business;
 - a U.S. resident - meaning (1) a green card holder; or (2) an individual physically present in the U.S. for 31 days in the current calendar year and 183 days during the three-year period that includes the current year and the two years immediately before that, counting: (a) all the days present in the U.S. in the current year; (b). 1/3 of the days present in the U.S. in the first year before the current year; and (c) 1/6 of the days present in the U.S. in the second year before the current year; (3) an individual designated a resident for U.S. tax purposes; or (4) an individual with a U.S. mailing address;
 - a corporation, partnership, or entity organized or existing under the laws of any state, territory or possession of the U.S., or of any other location at TINO’s sole and absolute discretion;
 - an estate or trust of which any executor, administrator, or trustee is an Eligible Person;
 - an agency or branch of a foreign entity located in a location which TINO is authorized to do business;
 - a discretionary or non-discretionary account held by a fiduciary for the benefit or account of an Eligible Person; or
 - a non-U.S. partnership, corporation, or entity owned or controlled by an Eligible Person (ownership of 10% or more by an Eligible Person) where all such non-U.S. entities will be subject to enhanced scrutiny by TINOTradeLP’s compliance function.
- **“Restricted States and US Territories”** means (There is none now). The list of Restricted States is subject to change at any time. In the event a state becomes a Restricted State, TINO will provide users residing in that state with notice via email, a notification on the Website, or other means deemed necessary regarding their access to the Services.
- **Representations And Warranties.** You agree that all of your representations and warranties, as set out in these Terms, are at all times true, accurate and complete.



- **Covenants.** You agree that you have and will perform all of your covenants, agreements, obligations or undertakings as set out in these Terms.

Use of the Services

- **Digital Assets Trading Platform.** TINO operates a platform (“**Platform**”) that provides you with Trading Services for Investments and digital assets (also known as a ‘cryptocurrency’ or ‘virtual currency’), which is issued, stored, and/or transferred based on the protocol of a computer network known as a blockchain or a public transaction ledger (“**Digital Assets**”). You may use the Platform to execute the following trades: (1) sale of a Digital Asset for fiat or another Digital Asset; and (2) purchase of a Digital Asset with fiat or another Digital Asset.
- **Staking Services.** TINO provides the option for you to actively participate in the consensus mechanism and earn rewards from on-chain networks by participating in on-chain staking for certain Digital Assets eligible for staking (the “**Eligible Tokens**”), subject to these Terms. You may be eligible to stake Digital Assets on a third-party proof of stake network using our products (“**Staking Services**”). TINO performs the Staking Services described in these Terms through one or more third-party service provider(s), which may include entities under common ownership to TINO. If you designate Digital Assets for the Staking Services, TINO will stake the designated Digital Assets by storing such Digital Assets with a third-party staking custody provider (“**Staking Custody Provider**”), and then staking the designated Digital Assets with a third-party staking services provider (“**Staking Services Provider**”). If the Staking Services Provider successfully validates a block of transactions in a particular Digital Asset, you may earn a reward granted by that Digital Asset’s network. The reward will be determined by the protocols of the applicable network minus a service fee paid to TINO for the Staking Services. The current service fee for the Staking Services can be found on the Fees page and is subject to change at TINO’s sole discretion. You are not required to stake with TINO to maintain an Account(s) or use our Services.

The private keys for the wallets that store customers’ staked assets may be held in either hot or cold storage (in a wallet), as determined solely by TINO in accordance with its internal security policies and procedures.

Notwithstanding anything herein to the contrary, or which entity has custody of the Eligible Tokens, you retain ownership of such Eligible Tokens and such Eligible Tokens



shall remain your property when staked under the terms of this Agreement, however, the Eligible Tokens designated for the Staking Services will not be available for use (i.e., not available for sale or transfer) during your participation in the Staking Services (further details provided below).

In order to use the Staking Services, you must opt in by selecting the Eligible Tokens to stake from your Account. Once you initiate a staking request, you have until 00:00 UTC on the following day to cancel your staking request. You will not begin to earn rewards on the Eligible Tokens until (i) the period in which TINO collects customer requests to stake or unstake Eligible Tokens and submits net customer requests to the relevant Staking Services Provider or protocol by TINO elapses (“Processing Period”), and (ii) any bonding period imposed by the relevant protocol elapses (“Staking Period”). TINO collects customer requests to stake or unstake Eligible Tokens and submits any net customer requests (see below for more details) to the relevant Staking Services Provider. It may take up to three business days for TINO to process your request. Please note that, while TINO aims to and takes commercially reasonable steps to provide uninterrupted and error-free operation of the Staking Services, certain technical issues or third-party disruptions over which TINO has no control could extend this period to longer than three business days. In addition to the Processing Period, certain protocols impose a Staking Period, and the Staking Period must elapse before you are eligible to earn Rewards. The Staking Period will not begin until after the Processing Period has elapsed. In addition, you will not be able to withdraw your Eligible Tokens until the Staking Period has elapsed (subject to any applicable Unstaking Period, described below).

Upon opting in a portion or your entire balance of Eligible Tokens, TINO shall remit to you the applicable percentage of staking rewards generated by the Eligible Token protocol attributable to your staked Eligible Tokens (“**Staking Rewards**”). Further details are available in your Account and on the TINO website. The applicable percentage and timing of such remittances will: (i) be subject to TINO’s staking service fee; (ii) vary by the Eligible Token protocol; and (iii) be further detailed in your Account. You agree and understand that neither TINO nor any Staking Services Provider guarantees that you will receive Staking Rewards and that the applicable rewards rate (i) is an estimate based on historical rewards data only and not guaranteed, and (ii) may change. In most cases, Staking Rewards are distributed



weekly, but may be distributed on a different frequency, e.g., bi-weekly or monthly, depending on the frequency with which the underlying protocol distributes rewards. Staking Rewards are automatically restaked by TINO unless you opt out of automatic restaking. For more information about Staking Rewards distribution, please refer to our Staking Frequently Asked Questions [here](#).

You may unstake your Eligible Tokens at any time. However, Eligible Tokens withdrawn by you from the Staking Services may also be subject to certain unbonding periods imposed by the protocol for which you have staked your Eligible Tokens (“**Unstaking Period**”). During the Unstaking Period, you will not continue to earn Staking Rewards and the Eligible Tokens will not be available to you for use until TINO processes the unstaking request and the Unstaking Period has elapsed. For more information about the Staking Periods and the Unstaking Periods imposed by protocols for which TINO offers Staking Services, please refer to our Staking Frequently Asked Questions [here](#).

TINO uses data from various sources to verify the amount of Staking Rewards that staked Eligible Tokens have earned during rewards distribution periods and ensure that Staking Rewards are accurately distributed to users.

Nevertheless, there may be instances in which TINO discovers that you have been inadvertently distributed Staking Rewards that are not equal to the actual amount of Staking Rewards earned by your staked Eligible Tokens during the relevant rewards distribution period. You agree that TINO is able, and will make commercially reasonable efforts, to rectify any such errors within a reasonable period following the initial distribution of the Staking Rewards, and in most cases by the following rewards distribution period.

To effectuate customer staking and unstaking requests, TINO collects customer staking requests for each Eligible Token during Processing Periods, and nets them against customer unstaking requests made for the same Eligible Token during the same Processing Period. This information is used in turn for TINO to determine the aggregate change to the overall staking position of TINO customers in the Eligible Token. This may result in TINO submitting a staking or unstaking request to the relevant Staking Services Provider that differs from your individual staking or unstaking request, but which reflects the aggregate change in position for all TINO customer requests in an Eligible Token during the relevant Processing Period. As a



result of this processing methodology, there could be instances where Rewards are earned from an Eligible Token before the relevant Staking Period or Unstaking Period elapses that are retained by TINO.

While TINO, the Staking Custody Provider, and/or the Staking Services Provider employ measures to ensure that the Staking Services are accessible 24 hours a day and 7 days a week, neither TINO, the Staking Custody Provider, nor the Staking Services Provider can guarantee uninterrupted or error-free operation of the Staking Services or that TINO, the Staking Custody Provider, and/or the Staking Services Provider will correct all defects or prevent third-party disruptions or unauthorized third party access. In the event of such disruptions, any staked Eligible Tokens may not be generating the Staking Rewards. TINO will use commercially reasonable efforts to continue to provide Staking Services, directly, or via a Staking Services Provider, with respect to any Eligible Assets for which you are using Staking Services, but may elect to terminate Staking Services for any Eligible Asset at any time.

Some token protocols may subject staked assets to a “slashing” penalty and non-payment of the applicable Staking Rewards if the transaction validator incorrectly validates a transaction. TINO and its Staking Services Providers will use commercially reasonable efforts to prevent any staked assets from slashing; however, you are solely responsible for any slashing penalties to the extent that the Staking Services Provider does not take responsibility for the slashing penalties. At no point, and for no reason will TINO be liable for any slashing penalties or missed Staking Rewards resulting from a slashing event.

You acknowledge and agree that (a) the continued ability to provide the Staking Services is dependent on elements beyond TINO’s, or the Staking Services Provider’s control, and (b) the staking of Eligible Assets or the use of the Staking Services may become subject to regulatory controls that limit, restrict, prohibit or otherwise impose conditions on such activities.

- **Peer-to-Peer (Digital Asset Only) Transfers.** TINO provides you the option to send, request, and receive certain Digital Assets to or from other users on our Platform for personal purposes (“**P2P Service**”). After you have funded your Account with Digital Assets eligible for sending to other users, and while such Digital Assets remain in your



Account, you will be able to use the P2P Service. As a party initiating a transfer (“**Sender**”), you will designate a certain type and amount of eligible Digital Assets as well as the intended recipient (“**Recipient**”) of the eligible Digital Asset by providing such instructions to TINO through the use of the P2P Service. You may also request eligible Digital Assets be transferred to you through the P2P Service, as described below.

- **Eligibility.** Only TINO Trading users who are eligible to use the Services and who have passed Identity Verification and/or Enhanced Due Diligence (as set forth in the terms above) can use the P2P Service as a Sender or as a Recipient. Senders and Recipients may not use the P2P Service if they are residents of a Restricted State. Senders may only initiate P2P transfers to a Recipient who is a TINO Trading user who is eligible to use the Services and who has passed Identity Verification and/or Enhanced Due Diligence (as set forth in the terms below). Recipients may only receive P2P transfers from a Sender who is a TINO Trading user.
- Additional Terms for Senders. In addition to the terms outlined above, the following terms apply to Senders who use the P2P Service.
 - **Process and Identification of a Recipient.** As a Sender, you will be able to send eligible Digital Assets to a single, individual Recipient by searching for a user’s name in your contact list (if you have provided us with access to it) or by entering their email or phone number if they are not in your contact list. In order to send the Digital Assets, you must provide the (i) **amount**; and (ii) **type** of eligible Digital Asset that you wish to transfer (the “**P2P Instructions**”). By submitting P2P Instructions to us, you authorize us to transfer the designated Digital Assets to the Recipient.
 - **Transaction Timing.** You understand and agree that when you initiate a transaction by entering P2P Instructions and confirming the transaction, TINO will begin processing the transfer instruction immediately and the designated Digital Assets may leave your Account as soon as the moment you confirm the transaction. Any Digital Assets you send through the P2P Service will be reflected in the Recipient’s Account and will be available for use by the Recipient immediately following a successful and authorized transfer confirmed by you.



- **Failed Transfers.** A transfer initiated by a Sender may fail for various reasons (“**Failed Transfer**”). As a Sender, you may be able to re-initiate a failed transfer by following the same steps as identified in the Transfer Process above for a new P2P transfer. For instances of a failed transfer, you will be notified and receive a failed message with notice of the failed transfer. In the instances of a failed transfer, the attempted transfer of Digital Assets will remain in your Account, and the Digital Assets will not be transferred to the Recipient’s Account.
- **Pending Transfers.** Certain transactions initiated by you, as a Sender, may have a “Pending” status as displayed in your Account (“**Pending Transfers**”). These transfers will remain in pending status for a certain period of time depending on various factors and as soon as our system limitations allow. Pending Transfers will either fail due to various reasons or will eventually become a successful transfer.
- **Liability for Transactions.** With the exception of Pending Transfers or Failed Transfers, transfers of Digital Assets initiated through the P2P Service will be transferred immediately from the Sender to the Recipient upon the Sender’s confirmation and authorization of the transfer. Please ensure you are sending the correct **amount** and **type** of Digital Asset to the correct **recipient**, as completed transfers **cannot be canceled or reversed**. You agree that we shall not incur any liability if we are unable to complete any transaction for any reason including but not limited to because of: (i) insufficient Digital Assets in your Account to complete the transfer according to your P2P Instructions; (ii) any malfunction of the P2P Service due to circumstances beyond our control; (iii) circumstances that you were already aware of or reasonably should have been aware of at the time you initiated your transfer instruction; (iv) inaccurate or insufficient P2P Instructions; (v) any delays or other circumstances caused by any pending or failed transfers; (vi) any errors or any direct or indirect actions taken by you, that result in a mistaken or accidental transfer; or (vii) fluctuations in the market value of the Digital Asset. In addition, we shall not incur any liability for any delay in effectuating a Transfer, regardless of the reason for that delay.



- **Fees.** While we do not charge fees in order for you to use the P2P Service, if you choose to initiate the Digital Asset transfer based on its equivalent U.S. dollar amount, the exchange rate between fiat and the digital asset may change between when the transfer is requested by you and when it is executed by us. We will, in our sole discretion, calculate the amount of Digital Asset to transfer to the Recipient based on the price of the Digital Asset and market conditions at or around the time of the transfer.
- **Additional Terms for Recipients.** In addition to the terms outlined above, the following terms apply to Recipients who receive Digital Assets via the P2P Service.
 - **Receipt of Digital Assets.** Any Digital Assets you receive through the P2P Service will be reflected in your Account, and available for use by you immediately, so long as a successful transfer is authorized and confirmed by the Sender.
 - **Failed Transfers.** A transfer initiated by a Sender may fail for various reasons. A Sender may be able to re-initiate a failed transfer by following the same steps as identified in the Transfer Process above for a new P2P transfer. For instances of a failed transfer, a Sender will be notified and receive a message with notice of the failed transfer. In instances of a failed transfer, the Digital Assets will remain in the Sender's Account, and the Digital Assets will not be transferred to your Account. Each Recipient agrees that we shall not incur any liability if we are unable to complete any transfer initiated by a Sender for any reason, or if any transfer is delayed for any reason.
 - **Invalid Transfers.** If you receive a transfer of Digital Assets through the P2P Service, and we later determine, in our sole discretion, that the transfer was invalid for any reason, such transfer will be treated as an Erroneous Deposit and subject to the terms for Erroneous Deposits set forth below.
 - **Fees.** While we do not charge fees in order for you to use the P2P Service, if the Sender chooses to initiate the Digital Asset transfer based on its equivalent U.S. dollar amount, the exchange rate between fiat and the digital asset may change between when the transfer is requested by you and when it is executed by us. We will, in our sole



discretion, calculate the amount of Digital Asset to transfer to you based on the market value of the Digital Asset and market conditions at or around the time of the transfer.

- **Requesting Digital Assets.** You may also request eligible Digital Assets be transferred to you through the P2P Service by designating the amount and type of eligible Digital Assets and your selected Sender (a “P2P Request”). You will be able to initiate a P2P Request to a Sender by searching for a user’s name in your contact list (if you have provided us with access to it) or by entering their email or phone number if they are not in your contact list. A Sender may approve or deny a P2P Request within his or her sole discretion. If the Sender authorizes your P2P Request, your P2P Request will become the Sender’s P2P Instructions and will be processed as described above. If the Sender fails to approve the P2P Request, then you will be notified.
- **Other Services.** TINO may make available other services from time-to-time, which shall be subject to such terms and conditions as may be established by TINO and published on the Sites.
- **Product Offerings.** TINO may make available new products or modify existing products without seeking your consent. Additional terms and conditions may apply to new or modified product offerings.
- **Third-Party Payment Partners.** TINO may partner with third-party payment processors to allow users to complete purchases of USDT with fiat for the sole purpose of allowing users to add Digital Assets deposits into the platform derived from fiat funds. The purchases of USDT are made at the user’s discretion. By selecting the third-party to complete the transaction, you agree to the terms and conditions described in this section. You will be redirected to a third-party website or mobile application (hereinafter the “Portal”) that TINO does not control. TINO does not endorse, warrant, or assume liability for the content, links, terms of use, privacy policy, or security policy and practices of the Portal. The services and/or products offered through the Portal will be subject to the terms, conditions, and privacy policies of the Portal owner. The Portal is not owned, controlled, or endorsed by TINO TRADE LP or its affiliates, including any of their officers, directors, employees, other personnel, or agents TINO expressly disclaims any and all liability or responsibility whatsoever with respect to the Portal, including but not limited to any information



displayed on/by the Portal, deficiency in services of the Portal, inability to access the Portal, failure to complete transactions, technical errors, loss or theft of data, or erroneous submission of data or information.

- **Fiat Currency.** U.S. dollar funds associated with your Account(s), and available for use in executing trades, are accessible via stored value wallets issued by TINO denominated in U.S. dollars (“TINO Fiat Wallet”). The fiat currency (the U.S. dollar funds) associated with your Account(s) is owned by you and title to the fiat currency (the U.S. dollar funds) in your Account(s) shall at all times remain with you.
 - **TINO Fiat Wallet.** All U.S. dollar funds associated with your TINO Fiat Wallet are owned by you and held by TINO in omnibus accounts for the sole benefit of customers at one or more intermediaries (“USD Custodians”) selected by TINO. Your Accounts and digital assets are not eligible for FDIC insurance protections. In the event you wish to withdraw U.S. dollar funds from your Account, you may convert such U.S. dollar funds to stablecoin or other digital assets, which can subsequently be withdrawn.
- **Assets.** Notwithstanding anything herein to the contrary, or which entity is the record holder of Digital Assets held in your Account(s), the Digital Assets held in your Account(s) are owned and controlled by you and title to the Digital Assets held in your Account(s) shall at all times remain with you. Such Digital Assets may be held in one or more omnibus wallets (either hot or cold storage as determined solely by TINO in accordance with its internal security policies and procedures) for your sole benefit. Digital Assets are not legal tender, are not backed by any government, and accounts and value balances are not subject to protections or insurance provided by the FDIC or the Securities Investor Protection Corporation (“SIPC”).

Account Creation

- **Setup.** Full use of our Services requires that you create your Account(s) by: (1) providing us with information such as your full name, email address (temporary, disposable, self-destructive or similar email addresses are prohibited), current home address and such other information as we may require; (2) selecting a strong password or PIN; and (3) accepting these Terms and our Privacy Policy. TINO reserves sole and absolute discretion to accept or reject any application for any reason or for no reason whatsoever or limit the number of Account(s) that you may hold. Under no circumstances shall any of the Indemnified Persons (defined below) be responsible



or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages, or costs arising from our decision to reject your application to open an Account(s).

- **Identity Verification.** As a Money Services Business (“MSB”) registered with the U.S. Department of the Treasury’s Financial Crimes Enforcement Network (“FinCEN”), TINO is required to, among other things, identify users on our Platform. You agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information to the extent necessary to comply with our legal and regulatory obligations. You will need to complete certain verification procedures before you are permitted to use the Services and your access to one or more Account(s) or the Services, and the Limits (defined below) that apply to your use of the Account(s) or the Services may be altered as a result of information collected on an ongoing basis.

In addition, as part of our risk management and fraud prevention processes, we may from time-to-time require you to reconfirm or update some of the information you entered when you took part in our identity verification procedure. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, social security number or government identification number, scans of government-issued identity documents and when applicable bank account information (such as the name of the bank, the account type, routing number, and account number) and in some cases (where permitted by law), special categories of personal data, such as your biometric information. TINO will request your consent before collecting any biometric information from you. In addition to providing this information, to facilitate compliance with global industry standards for data retention, you agree to permit us to keep a record of such information to the extent necessary to comply with our legal and regulatory obligations.

You agree to keep us updated if any of the information you provide changes. You authorize us to make inquiries, whether directly or through third-parties, that we consider necessary to verify your identity or protect you and/or us against fraud, money laundering, terrorist financing, or other financial crime, and to take any action we deem necessary based on the results of such inquiries. When we carry out these



inquiries, you acknowledge and agree that your personal information may be disclosed for identity verification, compliance data recordation, credit reference, fraud prevention, or financial crime agencies and that these agencies may respond to our inquiries in full. If there is reasonable doubt that any information provided by you is wrong, untruthful, outdated, or incomplete, TINO shall have the right to send you a notice to request corrections, remove relevant information directly and, as the case may be, terminate all or part of the Services provided to you. TINO shall also have the right, in its sole and absolute discretion, to terminate, suspend, or restrict your access to any Account(s) or Services should an issue arise with identity verification, including but not limited to circumstances in which TINO has requested additional verification information from you but has not yet received or processed that information.

TINO will also use other information about you that we become aware of, such as your geographic location data, your transaction data, and your user Internet Service Provider (ISP)/Virtual Private Network (VPN) Internet Protocol (IP) addresses. We will store this information in our technical logs, and if we determine in our sole discretion that this information is required for anti-fraud or anti-money-laundering purposes or to discharge any other legal obligation we may have, we will make use of this information. In addition, again as part of our fraud prevention program or to discharge any other legal obligation TINO may have, we may utilize your behavioral information as you use our Services, e.g., how often you log in, the typical amount that you trade, etc. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s) or Services as a result of our use of this information. Furthermore, you shall be solely and fully responsible for any loss or expenses incurred during the use of the Services if you cannot be reached through the contact information provided.

- **Enhanced Due Diligence.** We may require you to submit additional information about yourself or your business or institution, provide records or documentation, or have face-to-face meetings with representatives of TINO (such process, “Enhanced Due Diligence”). We reserve the right to charge you for any costs and fees TINO incurs associated with such Enhanced Due Diligence. In its sole and absolute discretion, TINO shall have the right to suspend or restrict your access to any Account(s) or



Services pending submission of such Enhanced Due Diligence. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s) or Services.

- **Access.** To access your Account(s) or the Services, you must have the necessary equipment (such as a computer or smartphone) and the associated access to the Internet. Your Account(s) or the Services can be accessed directly using the Website or by such other mode of access (including but not limited to through the TINO APIs) as TINO may prescribe from time-to-time. The use of the Website and other methods may be subject to such additional terms as may be prescribed by TINO. You are only permitted to access your Account(s) using your Account(s) login credentials and other required forms of authentication. We require multi-factor authentication (“**MFA**”) to keep your Account(s) safe and secure. As a result, you may be required to use at least two forms of authentication when accessing your Account(s) and performing certain operations in your

Account(s). Forms of MFA in addition to your login credentials may include verification tokens delivered through SMS or a specified and supported two-factor authentication (“**2FA**”) application. If you choose to install and use 2FA on a device (e.g., phone or tablet) on which the operating system has been tampered with in any way, you do so at your own risk. This includes, but is not limited to, a “rooted” (Android) or “jailbroken” (iOS) device.

We reserve the right in our sole discretion to prohibit access from or by any device on which the operating system has been or is suspected of having been modified or tampered with. You agree that we may provide your 2FA data to a third-party service provider in order to help us authenticate you. You must update to the most recent operating system(s) supported by TINO on your necessary equipment (such as a computer or smartphone) as soon as such operating system(s) update becomes available. We reserve the right in our sole discretion to limit or suspend the Services offered to you if you attempt to access your Account(s) or the Services on an outdated or unsupported operating system(s). As further described under No Warranty, TINO does not represent or warrant that your Account(s) or any Services will be available without interruption. An interruption could result in the inability to buy, sell or withdraw assets for periods of time and may also lead to support response time delays. Under no circumstances shall any of the Indemnified Persons be responsible



or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to an interruption in your access to your Account(s) or any Services.

- **Personal Account Usage.** You must ensure that Account(s) registered under your name will be used only for yourself, and not on behalf of any third-party, unless you have obtained prior express written approval from TINO. You must notify us immediately of any breach of security, loss, theft, or unauthorized use of your username, password, or security information. You must ensure that your home address is current and up to date at all times. In the event your home address changes, it is your responsibility to provide TINO with your new home address. TINO reserves the right to terminate, suspend, or restrict your access to any Account(s) or Services if there is reasonable suspicion, as determined in TINO's sole and absolute discretion, that the person logged into your Account(s) is not you or if we suspect that the Account(s) have been or will be used for any illegal, fraudulent, or unauthorized purposes. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s) or Services.
- **Safeguarding Your Account.** At all times, you shall maintain adequate security and control of all of your Account(s) details, passwords, personal identification numbers, API keys, API secret keys, or any other codes that you use to access your Account(s) or the Services or to send any instruction, request, or order given to TINO in relation to the operation of your Account(s) or to execute any Transaction (defined below), through such medium and in such form and manner as TINO may require ("Instruction") to us. Please note that should you use a third-party API, you may be giving the third-party API provider access to your account. The indemnified Persons shall not be liable for any actions taken by a third-party API provider, or for any other unauthorized access to your account taken as a result of the access you give to a third-party, such as a third-party API provider. To be clear, if a third-party API provider with access to your account is hacked or compromised, the malicious actor may also gain access to your account.
- **Information.** TINO reserves the right to request, and you agree to provide, any and all information and documents TINO deems relevant or necessary in connection with the use of the Platform and/or the Services. TINO shall have the right, in its sole and



absolute discretion, to suspend or restrict your access to any Account(s) or Services pending submission of such information and documents. All information processed by TINO or any third parties TINO gives access to your data consistent with TINO's Privacy Policy and these Terms may be transferred, processed, and stored anywhere in the world, including, but not limited to, the United States. Other countries' data protection laws may differ from the laws where you live. TINO endeavors to protect your information consistent with applicable law. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s) or Services.

- **Account Closure.** You may terminate your Account(s) at any time by following the account termination procedures as prescribed by TINO from time-to-time. You will not be charged for terminating your Account(s), although you will be required to pay any outstanding amounts owed to us. You authorize us to cancel or suspend any pending transactions at the time of cancellation.
- **Account Termination, Suspension, or Restriction.** As detailed below, TINO has the right to terminate, suspend, or restrict your access to your Account(s) or Services, as well as take any other action as we deem necessary, for the reasons detailed below.
- **Death of Account Holder.** You agree that in the event of your death, the representative(s) of your estate or the survivor or survivors shall give TINO written notice thereof as soon as practicable. If TINO receives legal documentation or has reason to believe you have died, TINO will freeze your account. Your account will be frozen until: (1) a representative of your estate or authorized beneficiary provides sufficient legal documentation that they are entitled to receive the assets in your Account; or (2) you provide satisfactory notification to TINO that you are not deceased. TINO's ability to provide your representative(s) with the assets in your Account is subject to the restrictions imposed by law, regulation, court orders, technical capabilities, best practices, and these Terms. TINO's ability to provide your representative(s) with the assets in your Account may also be impacted by the location of residence of the representative(s) and the ability of the representative to open a TINO account to receive your Account assets. TINO does not commit to any particular timeline for the transfer of your Account assets.



Transactions

- **Transactions.** Except to the extent described elsewhere in these Terms of Use, when you sell, purchase, send, or carry out other transactions in Digital Asset(s), other asset(s), or product(s) as TINO may from time-to-time permit to be carried out on the Platform (“Transactions”), you are not Transacting with TINO. Rather, TINO acts as the agent, transacting on your behalf, to facilitate such Transaction between you and other users. You can purchase Digital Asset(s) using (1) Digital Asset(s) or fiat currency in your TINO Account(s) (through the use of the TINO Fiat Wallet or third-party Linked Wallet, as applicable to your TINO Account); (2) a valid bank account in the name that matches your Account(s); or (3) a credit or debit card in the name that matches your Account(s) (“**Payment Methods**”). Using a Payment Method to purchase Digital Asset(s) generally will initiate on the Business Day (defined below) that we receive your Instructions. Digital Asset(s) that you purchase will be deposited into your Account(s) as soon as the funds have settled to TINO, which may take up to ten Business Days if the purchase was made via a bank account, credit, or debit card. TINO Trading does not represent or warrant that the Payment Methods will be available at any particular time. Additionally, as further described under No Warranty, TINO does not represent or warrant that any Transaction will be completed successfully or within a specific time period. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to the failure of a Transaction or the length of time needed to complete any Transaction.
- **Trading Rules.** You agree to adhere to, and be bound by, the Trading Rules. TINO may, from time-to-time at its sole and absolute discretion, amend, supplement, or replace the Trading Rules, which shall be binding on you if you continue to maintain your Account(s) or use any of the Services after the effective date of any such amendment, supplement, or replacement of the Trading Rules.
- **Market Makers.** TINO may contract with market makers, including market makers under common ownership to TINO, and market makers that are incorporated or otherwise operating outside of the United States, to promote liquidity and facilitate trading on the Platform and with respect to certain of TINO’s other trading products and services. TINO’s determinations concerning whether and how to onboard such market makers are made entirely at its sole and absolute discretion. You acknowledge and agree that certain services, including One Click Buy/Sell (“OCBS”),



Convert, and over-the-counter (“OTC”) trading, are executed against or facilitated by TINO, entities under common ownership to TINO, and/or other entities, and that it is anticipated that there are circumstances under which TINO will transact on the platform for its own account. You further acknowledge, agree, and accept that (1) such market makers may enter into any Transaction with you as your counterparty; (2) such market makers may also maintain positions in various Digital Assets as part of their market making activities, including positions in Digital Assets that are contrary to your positions; and (3) under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity as a result of the market making activities of the market makers.

- **Limits.** You may be subject to limits on the value of Transactions, or deposits into or withdrawals out of your Account(s) (together, “Limits”), stated in USD, that you may transact in a given period (e.g., daily). We reserve the right to change any applicable Limits from time-to-time in our sole and absolute discretion. If you wish to increase the Limits applicable to you, you may submit a request to our user support team via our Support page. TINO may, in its sole and absolute discretion, increase your Limit, lower your Limit, or maintain your current Limit, in each case subject to any further conditions that we deem necessary.
- **Unauthorized Transactions.** You are solely responsible for the control and use of your Account(s) and any Instruction sent from your Account(s) is deemed to be authorized and is binding on you. We are not obliged to verify the identity or authority of any person(s) using your Account(s) for the purpose of ensuring that you in fact have made or authorized the Instruction. We shall be at liberty to accept, and rely on, any Instruction sent from your Account(s). Notify us immediately if you notice unauthorized or suspicious activity in your Account(s). Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity, arising from or in connection with any of the Indemnified Persons’ reliance on any Instruction sent from your Account(s).
- **Retention Of Transaction Information.** To facilitate compliance with global industry standards for data retention, you agree to permit us (but agree to not require us) to keep a record of all Transaction information to the extent necessary to comply with our legal or regulatory obligations or to enforce our rights. Please review our Privacy



Policy for more information on how we collect and process personal information relating to the use and performance of our Sites and Services.

- **Third-Party Applications.** You may decide to grant access to your Account or Account credentials to a third-party (including, without limitation, third-party applications, bots, or browser extensions) (each, a “**Third-Party Application**”). By doing so, you are granting permission to a Third-Party Application to access or connect to your Account, and you expressly authorize TINO to provide information to, or accept information, including Instructions, from, such Third-Party Application. You should carefully consider both the functionality purportedly offered by the Third-Party Application and the developer offering the functionality before authorizing the application to access your Account. Unless otherwise stated, we have no control over Third-Party Applications and assume no responsibility for developers’ actions. If you authorize a Third-Party Application to connect to your Account and take actions on your behalf, you assume all risks associated with the use of that Third-Party Application. If you have disputes with any Third-Party Application, you will need to address them directly with such Third-Party Application, or its developer. You acknowledge that we do not endorse or recommend any Third-Party Application for your use or that of any other user. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity, arising out of or related to any act or omission of any Third-Party Application (including, without limitation, developers or other users of such Third-Party Application) using your Account credentials.
- **Reversals & Cancellations.** You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful, if your payment method has insufficient funds, or if you reverse a payment made from funds in your bank account, you authorize TINO, in its sole discretion, either to cancel the transaction or to debit your other payment methods in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance in order to avoid overdraft, non-sufficient funds (“NSF”), or similar fees charged by your payment provider. We reserve the right to refuse to process, or to cancel or reverse, any Transaction or Transfers in our sole discretion, even after funds have been debited from your account(s), if we suspect the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a subpoena, court order, or other government



order; if we reasonably suspect that the transaction is erroneous; or if TINO suspects the transaction relates to a Prohibited Use or a Prohibited Business as set forth below. In such instances, TINO will reverse the transaction and we are under no obligation to allow you to reinstate a purchase or sale order at the same price or on the same terms as the canceled transaction.

- **Erroneous Deposits.** Should you receive assets into your Account(s) that were deposited in error, including by TINO or any third-party (including but not limited to another customer of TINO), you hereby authorize TINO, in its sole discretion, to withdraw these assets from your Account(s). Erroneous deposits include situations where your account is credited with digital assets or funds that you never deposited. If you receive erroneous deposits into your Account(s) and withdraw those assets before TINO does so, TINO reserves the right to demand the return of these assets, and should you refuse to do so, to liquidate assets in your Account(s) without notice. Where you receive an asset(s) deposited in error, you will be liable for returning that asset. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages, or costs suffered by you or any other person or entity, due to any of the Indemnified Persons' action or inaction taken as a result of an erroneous deposit of assets into your Account(s).
- **Transfers of Unsupported Assets.** You cannot deposit digital assets in your Account(s) unless those digital assets are supported on the TINO platform. A list of digital assets supported by TINO's platform is published on [our site](#). Even if a digital asset is supported that does not necessarily mean that versions of that digital asset that trade on other blockchains - i.e. "wrapped" versions of the digital asset - are supported assets. It is your responsibility to ensure that a digital asset is supported. TINO recommends that you "test" deposits of negligible amounts of the digital asset in question if you have any doubt as to whether a digital asset is supported. Should you attempt to deposit unsupported digital assets in your Account(s), TINO has no responsibility to recover these assets or to attempt to do so. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages, or costs suffered by you or any other person or entity, due to any of the Indemnified Persons' action or inaction taken as a result of your attempt to deposit unsupported assets into your Account(s).



Trading Risk

- **Forks.** It is possible that planned, unplanned, sudden, scheduled, expected, unexpected, publicized, not well-known, consensual, and/or controversial changes to the underlying operating rules of certain Digital Assets may occur from time-to-time in such a way as to result in the creation of one or more related versions of an existing Digital Asset (each instance of any such change, a “**Fork**”). Forks may result in multiple versions of a Digital Asset and could lead to the dominance of one or more such versions of a Digital Asset (each a “**Dominant Digital Asset**”) and the partial or total abandonment or loss of value of any other versions of such Digital Asset (each a “**Non-Dominant Digital Asset**”). We are under no obligation to support a Fork of a Digital Asset that you hold in your Account(s), whether or not any resulting version of such Forked Digital Asset is a Dominant Digital Asset or a Non-Dominant Digital Asset. If we elect, at our sole and absolute discretion, to support a Fork of a Digital Asset, we will make a public announcement through the Website. Under no circumstances shall any of the Indemnified Persons (defined below) be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages or costs suffered by you or any other person or entity, arising from or in connection with any of the Indemnified Persons’ (1) decision to support such Fork or the timing of implementation of such support, or (2) decision to not support a Fork of any given Digital Asset, including the determination to support, continue to support, or cease to support any Dominant Digital Asset or Non-Dominant Digital Asset.
- **Airdrops.** We shall have sole and absolute discretion to decide whether or not to support any distributions, dividends, or “airdrops” of Digital Assets to Account(s) operated by us (collectively, “Airdrops”), regardless of whether or not you would have received such Airdrops if you held your Digital Assets outside of the Account(s) operated by us. We have no obligation to distribute and/or support any Airdrop and shall bear no liability to you or any other persons for failing to do so.
- **Disclosures. YOU ACKNOWLEDGE AND ACCEPT THE FOLLOWING RISKS, IN ADDITION TO RISKS PUBLISHED BY TINO THROUGH ONE OR MORE RISK DISCLOSURES ON ITS WEBSITE, RELATING TO THE USE OF THE PLATFORM AND THE SERVICES:**
 - the risk of loss in trading Digital Assets may be substantial and losses may occur over a short period of time;



- the price and liquidity of Digital Assets has been subject to large fluctuations in the past and may be subject to large fluctuations in the future;
- Digital Assets are not legal tender, are not backed by any government, and accounts and value balances are not subject to protections or insurance provided by the FDIC or the SIPC;
- in your jurisdiction, TINO may not be regulated as a financial institution;
- executive orders, judicial interpretations of statutes and regulations, legislative and regulatory changes or actions at the state, federal, territorial, or international level may adversely affect the use, transfer, exchange, taxing, and value of Digital Assets;
- Digital Asset blockchains may Fork, and we may not support the Forked Digital Asset promptly or at all;
- Transactions (defined above) in Digital Assets may be irreversible, and accordingly, losses due to fraudulent or accidental Transactions may not be recoverable;
- some transactions in Digital Assets shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you or any other user initiates or completes the Transactions on the Platform;
- the value of Digital Assets may be derived from or influenced by the continued willingness of market
- participants to exchange fiat currencies for Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Asset should the market for that Digital Asset disappear;
- the nature of Digital Assets may lead to an increased risk of fraud or cyberattack;
- the nature of Digital Assets means that technological difficulties experienced by TINO may prevent access to, or use of, your Digital Assets;
- the volatility and unpredictability of the price of Digital Assets relative to fiat currency may result in significant loss over a short period of time;
- there is no assurance that a person who accepts a Digital Asset as payment today will continue to do so in the future;
- any bond or trust account maintained by TINO for the benefit of its customers may not be sufficient to cover all losses incurred by customers;



- TINO may experience sophisticated cyberattacks, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions in the Services;
- TINO having Digital Assets on deposit or with any third-party, including entities with common ownership to TINO, in a custodial relationship has attendant risks, which include security breaches, risk of contractual breach, and risk of loss; and
- Digital Assets blockchains may become congested or become nonoperational because of attacks, bugs, hard forks, or other unforeseeable reasons.

TINO does not provide any financial, investment, business, accounting, tax, legal, or other advice to you. TINO is not holding any fiat monies and/or Digital Assets as your trustee, and is not acting as your broker, futures commission merchant, intermediary, agent, trustee, advisor or in any fiduciary capacity. All Transactions are executed automatically, based on your Instructions (defined below), and you are solely responsible for determining whether any investment, investment strategy, or Transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance.

While TINO has implemented policies and procedures designed to effect compliance with relevant laws and regulations, there can be no assurance that TINO and its employees will not fail to comply with new laws and regulations or with interpretations of existing laws and regulations, or that its policies and procedures for listing digital assets on its platform will always be in line with such laws and regulations.

Instructions

- **Your Instructions.** You are solely responsible for accurately entering any Instruction. TINO is not obliged to verify the accuracy or completeness of any such information or Instruction, or for monitoring, or refusing to process duplicate Instructions. Your Instructions are irrevocable, unconditional, and are binding on you, and such Instructions may be acted or relied upon by us irrespective of any other circumstances. As such, once you give any Instruction, you have no right to rescind or withdraw such Instruction without our written consent. Your Instruction shall not be considered to be received by TINO until it has been received by TINO's server. Additionally, TINO's records of all Instructions shall be conclusive and binding on you for all purposes.



- **Your Identity Or Authority.** TINO has no obligation to verify the identity or authority of any person giving any Instruction or the authenticity of such Instruction. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages, or costs suffered by you or any other person or entity, arising from any of the Indemnified Persons relying or acting upon any Instruction which is given or purported to be given by you, regardless of the circumstances prevailing at the time of such Instruction, the nature of the arrangement, services, or transaction made pursuant to such Instruction or the amount of money involved and notwithstanding any error, misunderstanding, fraud, forgery, lack of clarity, or authorization in the terms of such Instruction.
- **Our Discretion.** You acknowledge and agree that TINO may, in its sole and absolute discretion, refuse to act upon or defer acting upon any Instruction, or seek further information with respect to the Instruction. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity, arising from or in connection with any of the Indemnified Persons' refusal or delay in acting upon any Instruction.
- **Notification of Instructions.** TINO may transmit, via electronic communication, a notification to you upon receipt of any deposit or withdrawal Instruction from you, or upon completion of such Instruction. All notifications are deemed received by you immediately upon such notification's transmission. You must ensure that the details in any such notification are in accordance with your Instruction. You must contact us if you do not receive completion notifications. The Indemnified Persons shall not be liable if you fail to receive any such notification.
- **Credit/Debit Authorization.** You authorize TINO to credit or debit (or provide settlement information to third-parties for the purposes of the third-party crediting or debiting) your Digital Assets and/or fiat monies from your Account(s) in accordance with your Instruction. We reserve the right not to effect any Transaction if you have insufficient fiat monies or Digital Assets in your Account(s) (i.e., less than the required amount to settle the Transaction and to pay all the fees associated with the Transaction).



Termination, Suspension, or Restriction

In our sole and absolute discretion, we may: (1) refuse to complete, block, cancel, or reverse any Transaction you have authorized or instructed; (2) terminate, suspend, or restrict your access to any or all of the Services; (3) terminate, suspend, or restrict your access to any or all of your Account(s); and/or (4) refuse to transmit information or Instructions to third-parties (including but not limited to third-party wallet operators), in each case with immediate effect for any reason or no reason whatsoever, including, without limitation, where:

- we are required to do so by applicable law or regulation, or any court or legal authority to which we are subject in any jurisdiction;
- we have determined you are not, or are no longer, eligible to use the Services;
- we have determined or suspect that you have breached these Terms (including any other documents, materials or information incorporated by reference herein) or the Trading Rules;
- we have determined or suspect that any Transaction is unauthorized, erroneous, fraudulent, or unlawful or we have determined or suspect that your Account(s) or the Services are being used in a fraudulent, unauthorized, or unlawful manner;
- we have determined or suspect there is any occurrence of money laundering, terrorist financing, fraud, or any other crime;
- use of your Account(s) is subject to any pending or ongoing litigation, investigation, or judicial, governmental or regulatory proceedings and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account(s) activity;
- you owe amounts to TINO that are not satisfied, whether due to a returned deposit, chargeback, or any other basis;
- an issue has arisen with the verification of your identity; and
- you have taken any action that may circumvent our controls, such as opening multiple Accounts without our written consent or abusing promotions which we may offer from time to time.

In the event your Account is terminated, suspended or otherwise restricted TINO reserves the right to take any action it deems necessary to remediate the issue in a timely manner or as otherwise may be required under applicable law.



In the event you do not cure a negative balance in your account, TINO reserves the right to collect any outstanding amounts from any payment method linked to your account or to refer the matter to collections agency.

In the event an asset has a current market value of less than the Minimum Order Size, TINO reserves the right to transfer any asset to USD or USD equivalent (such as a stablecoin like USDT) at the market spot price. In the event that your account is terminated, TINO's ability to provide you with the assets in your account is subject to the restrictions imposed by law, regulation, court orders, technical capabilities, best practices, and these Terms. TINO does not commit to any timeline or method for the transfer of such assets.

Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s), or any other action taken by any of the Indemnified Persons in connection with your ineligibility to use the Services.

Prohibited Use

You may not use your TINO Account to engage in the following categories of activity ("**Prohibited Use**"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of the Services or the TINO Platform involves a Prohibited Use or have questions about how these requirements apply to you, please submit a support request at: support@tinotradelp.com.

By opening a TINO Account, you represent and warrant that you will not use your TINO Account, any Services and/or the TINO Platform to do any of the following:

- **Unlawful Activity:** Activity which would violate, or cause a violation of, economic or financial sanctions, trade embargoes, and restrictions imposed, administered or enforced from time to time by governmental authorities, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the U.S. Department of Commerce, and any other governmental authorities with jurisdiction over you or TINO (collectively, "**Sanctions**"); and activity which would violate, or assist in violation of, laws, statutes, ordinances, or regulations regarding the publishing, distribution or dissemination of any unlawful material or information.



- **Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Website that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Website, other TINO Accounts, computer systems or networks connected to the Website, through password mining or any other means; use TINO Account information of another party to access or use the Website, except in the case of specific merchants and/or applications which are specifically authorized by a user to access such user's TINO Account and information; or transfer your account access or rights to your account to a third-party, unless by operation of law or with the express written permission of TINO.
- **Abuse Other Users:** Interfere with another individual's or entity's access to or use of any the Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; harvest or otherwise collect information from the Website about others, including without limitation email addresses, without proper consent.
- **Fraud:** Activity which operates to defraud TINO, TINO users, or any other person; provide any false, inaccurate, or misleading information to TINO.
- **Gambling:** Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance.
- **Intellectual Property Infringement:** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of TINO intellectual property, name, or logo, including use of TINO trade or service marks, without express consent from TINO or in a manner that otherwise harms TINO or the TINO TRADE brands; any action that implies an untrue endorsement by or affiliation with TINO.

Prohibited Businesses

In addition to the Prohibited Uses described above, the following categories of businesses, business practices, and sale items are barred from being carried out using the Services or



the TINO Platform (“Prohibited Businesses”). Most Prohibited Business categories are imposed by card network rules or the requirements of our banking providers or processors. The specific types of businesses listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of the Services or the TINO Platform involves a Prohibited Business, or have questions about how these requirements apply to you, please contact us at: support@TINOtradelp.com

By opening a TINO Account, you represent and warrant that you will not use the Services or the TINO Platform in connection with any of the following businesses, activities, practices, or items:

- Investment and Credit Services: securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes;
- Restricted Financial Services: check cashing, bail bonds; collections agencies;
- Intellectual Property or Proprietary Rights Infringement: sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder;
- Counterfeit or Unauthorized Goods: unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen;
- Regulated Products and Services: marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials;
- Drugs and Drug Paraphernalia: sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs;
- Pseudo-Pharmaceuticals: pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body;
- Substances designed to mimic illegal drugs: sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom);



- Adult Content and Services: pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features;
- Multi-level Marketing: pyramid schemes, network marketing, and referral marketing programs;
- Unfair, predatory or deceptive practices: investment opportunities or other services that promise high rewards; sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers; and
- High-risk businesses: any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies.

You acknowledge and agree that TINO's decision to take certain actions, including, without limitations, to terminate, suspend, or restrict your access to your Account(s) or the Services, may be based on confidential criteria that are essential to our risk management and security protocols. You agree that we are under no obligation to disclose the details of our risk management and security procedures to you. You are liable to TINO for any damages, costs, and fees incurred by TINO as a result of your breach of the foregoing representations and warranties. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages, or costs suffered by you or any other person or entity, due to any of the Indemnified Persons' action or inaction taken as a result of your breach of any of the foregoing representations and warranties.

