

## Terms of Use

Effective Date: March 20, 2023.

These Terms of Use ("Terms" or this "Agreement") govern your use of the website or mobile application (collectively, the "Platform", the "Application", the "Site") to access Basalt coin projects ("Company", "we", "us" or "our"), Company products, and any services provided by the Company through the Platform.

These Terms constitute a binding agreement between the Company and you as an individual user ("you", "your" or "User") for your individual use of the Platform.

By registering and using the Platform or other Company products, you agree to be bound by this Agreement and our respective Privacy Policy. If you do not agree to these Terms, you must immediately stop using the Platform.

**Disclaimer:** None of the materials or any other information that may be available on the Platform shall constitute or be construed as a recommendation, advice, endorsement, offer, invitation or solicitation to enter into any transaction or purchase of any product, or otherwise deal with cryptoassets or other products.

**All of the Company's products are not securities and do not entail any obligations as if they were securities.**

**The company is a project that implements its activities as a WEB 3.0 project. For this reason - it does not apply the KYC procedure. However, the Company offers all Users who voluntarily passed the KYC procedure a reward of 50 BASALT tokens.**

You should carefully consider whether using the Platform and the Company's products is right for you.

You may rely on information posted on the Platform or concerning other Company products only at your own risk, and all information posted on the Platform must be carefully evaluated, as the Company makes no guarantee of its accuracy or relevance.

Storage content (as defined below) or other materials provided on or through the Platform may be incomplete or irrelevant or may be replaced with more current information.

Any materials, information, views, opinions, forecasts or estimates presented on the Platform or in other Company products are provided by the Company for information purposes only and are subject to change without notice.

It is your responsibility to evaluate the relevance, timeliness, accuracy, adequacy, commercial value, completeness and reliability of the materials, information, views, forecasts or estimates presented on the Platform. Accordingly, the Company makes no warranties and assumes no liability for any losses resulting directly or indirectly from your actions based on any materials, information, views, opinions.

You should consult with specialists or experts or legal or tax professionals regarding your particular legal or tax situation and the consequences of using the Company's products.

The company draws attention to the fact that it is registered in Montenegro and Montenegrin law applies to all its actions.

To be eligible to use the Platform or other Company products, you must be at least 18 years old, and you must reside in the country in which the respective products are available.

If you do not agree with any provision of these Terms of Use, we recommend that you not use the Platform or stop using it.

## 1. Definitions

1.1 Unless otherwise defined or the context requires otherwise, all capitalized terms have the meaning given to them in these Terms and Conditions:

(a) "Account" - a set of data that is generated on the Platform by connecting a cryptocurrency wallet.

(b) "User Credentials" means the set of user IDs, password, personal identification number, token and any other information or device provided to the User to access the Platform.

(c) "Authorized Person" means any person who is authorized to access and use the Site (including the Application) and the Platform on behalf of the User.

(d) "Personal Information" refers to information provided by a User from which the identity of such User can be determined directly or indirectly.

(e) "Cryptocurrencies" means Bitcoin, Ether, Stablecoin or other cryptographic or digital assets or currencies.

(f) "Privacy Policy," "Cookie Policy" means the additional terms governing the collection, use and disclosure of each User's Personal Information, cookie policy set forth herein <https://www.basaltcoin.com/pdf/privacy.pdf>, <https://www.basaltcoin.com/pdf/cookie.pdf>.

Each User must read and agree to the Privacy and Cookie Policy in order to use the Platform.

(g) DAO "BASA FUND" - Decentralized Autonomous Organisation, a community formed to manage the gas pedal and lunchpad based on the BASALT token.

(h) "BASALT" token - the main token of the project, issued by the Company;

(i) BCON token - payment token intended for payment and service services and products within the Company;

(j) crypto wallet - a crypto asset wallet that allows crypto assets to be sent and crypto assets to be requested, received and stored from other users or third parties outside of the Platform by creating orders for a transaction through the Platform (each such transaction being a "crypto asset transaction").

(k) "Third Party Financial Services Provider" - is any third party offering an account for trading, exchanging crypto-assets or other financial services that can be registered and accessed through the Platform.

(l) "Third Party Account" means a separate account for financial services that User creates with a Third Party Service Provider to conduct transactions.

(m) "User" means any person who has registered to use the Platform and any authorized person acting on his or her behalf.

(n) "Public authority" means any designated authority, government, any provincial or state government or any other political subdivision thereof, or any organization, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or relating to government, including any public body, agency, department, board, commission or authority or any political subdivision thereof, any court, tribunal or arbiter and any self-regulated o

(o) "Referral Program" - a method of incentives and a marketing tool for Users under which each User who attracts another User to the Platform (hereinafter referred to as New User) through a special link will receive a 2.5% reward to the Crypto Wallet from the purchase of tokens of the attracted User. In the case of attracting other New Users, the User does not receive remuneration.

## **2. Changes to these Terms of Use**

We reserve the right at any time:

(a) modify, update or change the terms of this Agreement or our Privacy Policy.

(b) modify, update or change the Platform, including eliminating or discontinuing any content or features of the Platform;

(c) impose fees, commissions or other charges or conditions for the use of the Platform or parts thereof (with reasonable notice) (all of the foregoing are referred to as "Changes").

We may make changes at any time without notice (except as noted in subsection (c) above).

Any changes to these Terms and Conditions may be posted on our website or notified to you via push notifications through the Platform or by email to the email address provided in your Account.

For this reason, you should check our Platform regularly, allow the site to receive such push notifications, and update your email address and other contact information in your Account.

You accept any Changes if you continue to use the Platform after they take effect.

## **3. Terms of the Platform**

You represent that you are fully capable and competent to accept the terms, conditions, obligations, representations, statements and warranties set forth in these Terms and Conditions and to comply with and abide by these Terms and Conditions.

You also acknowledge that you have read these Terms and Conditions, the tokenomics of the project, and the risks of acquiring BASALT tokens, BCON and you agree to them in their entirety.

You must register on the Company's Platform in order to use it; you agree to provide complete and accurate information when you register to use the Platform, and to update that information.

We have the right, in our sole discretion, to accept or reject your registration on the Platform. Only Users whose registration is approved by us will be our customers.

Requirements for the network device and service provider:

You acknowledge that your agreement with your cell phone and Internet service provider ("Network Provider") will apply to your use of the Platform.

You acknowledge that your network provider may charge you for data services when you use certain features of the Platforms or any other third party fees that may arise, and you accept sole responsibility for such charges.

If you are not the bill payer for the mobile/internet device used to access the Platform, it is assumed that you have obtained permission from the bill payer to use the Platform. You must also ensure that your use of the Platform does not constitute a breach of your mobile or Internet device agreement or any wireless data service agreement.

#### **4. Intellectual Property**

All title, ownership rights and intellectual property rights in or relating to the Platform, any information transmitted by, to or through the Platform, and information concerning use of the Platform shall remain with the Company or its licensors.

Nothing on the Platform shall be construed as conferring upon any User any license, except as expressly set forth herein, to any proprietary right, title and/or intellectual property right of the Company or any third party, whether by objection, implication or otherwise.

The Platform may provide you with access to content, information, quotes, videos, photos or other materials ("Third Party Content") provided by certain third parties ("Third Party Content Providers").

The Company does not endorse or recommend, nor is it responsible for verifying the accuracy, reliability or completeness of any Third Party Content provided through the Platform.

You use or rely on such Third Party Content at your own risk.

All title, ownership rights and intellectual property rights in or to Third Party Content shall remain with the applicable Third Party Content Provider.

Nothing on the Platform shall be construed as granting any license to any User, except as expressly set forth herein, with respect to the title, ownership and/or intellectual property rights of any Third Party Content Provider, whether by objection, implication or otherwise.

Provided that you comply with these Terms, you may download and access the Platform on a single mobile device and access the Platform using duly issued User Credentials. All other rights in the Platform belong to the Company. If you violate these Terms, we will have the right to immediately terminate your use of and access to the Platform.

**You agree not to:**

(a) modify, adapt, reproduce, translate or create derivative works of the Platform or any data or content (including Third Party Content) provided through the Platform, or any part thereof, or attempt to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Platform;

(b) remove any copyright notice, trademark, legend, logo or product identification from the Platform;

(c) misrepresent other sites as the Company's site by co-opting the visual "look and feel" or text from the Company's site or otherwise violate the Company's intellectual property rights, including but not limited to "removing" text or images from the Company's site or the Company operates banners and/or text links, search engine marketing or all other online and offline campaigns,

(d) edit, modify, filter, truncate or reorder information contained on any part of the Company's site, or remove, obscure or minimize any part of the Company's site in any way without the Company's permission;

(e) use in any way for commercial purposes the Platform or the Company's logo, trademark or trade name or other means of individualization of the Company.

Each User authorizes the Company to use any information or content provided by the User or processed in connection with the use of the Platform (e.g., Personal Information, geographic information, device information) in the context of and for the purpose of providing services or products on the Platform and the safe use of the Platform.

## **5. Registration on the Platform**

In order to use services on the Platform, you must register with the Platform (create an account on the Platform) ("Account"). An account is formed by attaching a User's cryptocurrency wallet to the Platform.

By registering on the Platform, you fully accept and agree to these Terms of Use, the tokenomics and the proposed vesting. You confirm that you have read and agree to these Terms of Use in their entirety. If you do not agree with these Terms of Use, we recommend that you do not use this platform or stop using it.

The account will be used to record the various crypto-assets you have transferred to the Platform, and to conduct transactions on the Platform, taking into account its crypto-wallet data.

An account may be registered by any person over the age of 18 or by an institution by its duly authorized representatives, provided that such person and

institution have read and understand the risk disclosure statements that are incorporated by reference and shall be a part of this agreement.

Each User must register only once on the Platform. Registering more than once will be a violation of these Terms and may result in immediate termination of these Terms and associated accounts.

The company warns that the account is not a bank account, it is not a deposit or other financial product.

Unless otherwise permitted by the Company, no interest will be paid on any funds or cryptoassets under your account, and all cryptoassets that we may directly hold for your benefit are not insured by any public authority.

## **6. Purchasing or selling tokens on the Platform**

The platform (website) is a universal platform that allows you to purchase BASALT token, BCON token.

The User undertakes to use only legally obtained crypto-assets to acquire tokens. This means that such crypto-assets must not be obtained by the User in criminal ways, such as: from drug trafficking, arms trafficking, human trafficking, money laundering or terrorist financing and other similar ways.

In addition, the User guarantees that the crypto-assets used by him are not a means of money laundering (legalization).

The cost of tokens and possible transactions with them are determined independently by the Company.

All operations with the specified products of the Company shall be performed by the User at his/her own risk.

The Company does not guarantee to the Platform User any profit, income or other economic benefit from transactions with the specified tokens or the use of other products of the Company.

The Company is not responsible for any disputes between Users regarding any transaction.

The Company warns that transactions with tokens are made in blockchain. In this regard, the User should carefully read these Terms and Conditions, check the cryptocurrency wallet addresses or other data necessary to perform the corresponding transactions.

Transactions of Users cannot be cancelled by the Company.

You acknowledge that due to technical and other limitations, the price of crypto-assets displayed on the Platform may be delayed and, therefore, does not reflect the current real market value of such crypto-asset.

## **7. Obligations of the user to access the Platform**

You understand and agree that the information and services provided by the Platform are not provided to, and may not be used by, any person or entity in any jurisdiction where their provision or use would be contrary to any applicable law or where we are not authorized to provide such Platform or information and services.

We also do not offer services or products to Users in several excluded jurisdictions, including the United States, mainland China, Singapore, Quebec (Canada), Ontario (Canada), North Korea, Cuba, Iran, regions of Ukraine controlled by Russia (currently including Crimea, Donetsk and Lugansk regions) Sevastopol, Sudan, Syria or any other jurisdictions in which we may from time to time decide in our sole discretion to cease providing services ("Excluded Jurisdictions").

You must notify us immediately if you become a resident of any of the Excluded Jurisdictions or if you become aware of any Clients based in any of the Excluded Jurisdictions.

You understand and acknowledge that if you are found to have provided false information regarding your location or residence, the Company reserves the right to take any appropriate action under this restriction or under the laws applicable to the local jurisdiction, including immediate closure of any account and liquidation of any open positions. We also do not offer services to individuals or entities on the U.S. Treasury Department's Specially Designated Nationals or Blocked Persons List, the EU Financial Sanctions Consolidated List or the UK Sanctions List, "Banned Parties") or offer services that involve or otherwise benefit Banned Parties.

You understand that the Company reserves the right to take any appropriate action under this restriction or under the laws of the relevant jurisdiction, including immediate closure of any Account and liquidation of any open positions.

**Each User shall:**

(a) keep its User Credentials strictly confidential and not share them with any other person for any purpose, including but not limited to initiating or performing any payment transaction associated with the Account. In addition, User shall not disclose his or her User Credentials in a cognizable manner to any third party on any device (e.g., by recording or transcribing the User Credentials without hiding them);

(b) make all reasonable efforts to protect all records relating to his/her User Credentials, including, but not limited to, keeping such records in a secure or physical location accessible or known only to User and keeping such records in a location where it is unlikely that a third party can access the records;

(c) take all reasonable steps to comply with the security instructions provided by the Company and otherwise protect the security, prevent tampering or use by any other person of User Credentials, the Platform, including the security measures set forth in our Privacy Policy;

If access to the Platform is made by correctly entering the user's credentials, it is deemed that the relevant User has been granted access to the Platform.

You are responsible for all activities through such access by an Authorized Person authorized to access the Platform on your behalf.

The Company has no obligation to investigate or take any other steps to verify the identity of any User or Authorized Person.

The Company will not be liable for any losses you may incur as a result of someone else using your user or account credentials with or without your knowledge.

Each User must ensure the security of all of their devices or systems used to access the Platform, including but not limited to installing and regularly updating browsers, security patches, anti-virus, anti-malware and other related software on the devices or system. Each User must also comply with all instructions, procedures and guidelines relating to the Platform, User credentials notified to the Company from time to time, including but not limited to risk management measures and other measures communicated on the Platform login page.

Each User and Authorized Person acknowledges that they have received and accepted these Terms and Conditions.

By applying for any Authorized Person to access the Platform and Account on their behalf, the User acknowledges and declares that the Authorized Person is duly authorized:

(i) may access and use the Platform on behalf of the User and, if applicable, exercise the same authority that the User has granted to the Authorized Person pursuant to any principal power of attorney, to the same extent technically possible, and that the services offered through the Platform are similar to the services that the User may use through other channels;

(ii) may accept any Changes to these Terms on behalf of the User; and

(iii) may use or subscribe to any Platform services that require a separate application or subscription.

Each User shall ensure that each Authorized Person acting on their behalf is informed of, consents to, and complies with these Terms and, if applicable, the Third Party Provider Terms. You shall be solely responsible for all acts, omissions or failures by your Designated Authorized Person in accessing and using the Platform and any transactions conducted through your Account.

Each User fully indemnifies the Company and its affiliates, subsidiaries, affiliates, officers, directors, employees, agents and representatives against any and all liabilities, costs, claims, losses, expenses (including, without limitation, legal fees) and damages arising out of or relating to

(i) a breach of these Terms by their Authorized Person;

(ii) any claim or action by their Authorized Persons against the Company.

You represent, commit and acknowledge that you have obtained the consent of your Designated Persons to the collection, use, transfer, disclosure and processing of such Designated Persons' Personal Information in accordance with these Terms and the Privacy Policy.

## **8. Prohibiting the use of the Platform and the Company's products**

You must use the Platform solely in accordance with these Terms, solely for your account or for internal business purposes.



You shall not sell, lease or otherwise provide access to the Platform to any third party, act as a service bureau, or otherwise use the Platform on behalf of any third party.

You must not use the Platform in any way, provide any information or content, or take any action while using the Platform that:

- (a) are illegal, unlawful, or unauthorized;
- (b) advertises or promotes any other product or business;
- (c) is obscene, sexually explicit or offensive;
- (d) discredits any other person;
- (e) disables, damages or alters the operation or appearance of the Platform;
- (f) may in any way disrupt the Platform; or promotes discrimination on the basis of race, gender, religion, nationality, disability, sexual orientation or age;
- (g) infringes on any copyright, trademark, trade secret or other proprietary rights of any other party;
- (h) restricts or prohibits any other person from using the Platform, including but not limited to by "hacking" or defacing any part of the Platform;
- (i) may disturb, upset, embarrass, alarm or annoy any other person;
- (j) "frame" or "reflect" any portion of the Platform without our prior written permission;
- (k) uses any robot, spider, site search/retrieval application or other manual or automatic device or process to download, retrieve, index, "data mine," "clean," "harvest" or in any way reproduce or circumvent the navigational structure or presentation of the Platform or its content;
- (l) collects or gathers information about other Users without their explicit consent;
- (m) sends unsolicited or unauthorized advertisements, spam or chain letters to other Users of the Platform;
- (n) unless otherwise authorized in writing by the Company, open more than one account, unless otherwise expressly authorized by the Platform;
- (o) engage in frequent and intensive trading with or without software or trading tools that are not permitted by the Platform;
- (p) transmits any content that contains software viruses or other malicious computer code, files, or programs; or
- (q) defends, advocates or assists any violence or any illegal act.

We reserve the right, but are not obligated, in our sole discretion, to edit, delete, remove or block any information that violates these Terms.

## **9. Providing materials and information**

By using the Platform, each User acknowledges that:

- (a) the Company is under no obligation to honor a User's request for Materials about any products and/or services; and
- (b) any material, if provided, has been provided only to the User and shall not be further distributed without the written consent of the Company.

You acknowledge that neither the Company nor the Platform is your investment advisor or fiduciary. You also acknowledge that none of the Company products that we provide or make available on the Platform are our recommendation or encouragement to you to make any particular transaction or that any particular transaction is appropriate or relevant to you.

You acknowledge that we have no obligation to review, correct, amend or update any materials displayed on the Platform. Materials, including but not limited to market data, price quotes, news and research, may be produced by information providers independent of us. We do not guarantee that the materials will be accurate, complete or updated in a timely manner. You should conduct additional research and analysis or consult an investment advisor before making investment decisions. Any use of or reliance on the materials by you is at your own risk. We are under no obligation to inform you of any technical difficulties we encounter in accessing the Platform.

Nothing in the transaction history should be treated as an estimate. You acknowledge that errors may occasionally occur, and such errors do not affect the actual means and results of that transaction. Any transaction specified in a statement or other communication with you shall be deemed and treated as authorized and correct and approved,

Content and information displayed through the Platform relating to products and services may not be suitable for sale or available to residents of certain countries or certain categories of investors due to regulatory restrictions.

## **10. Personal information**

Within the Platform, User Personal Information may be collected, used, transferred, disclosed or otherwise processed by the Company in accordance with the Privacy Policy.

You should carefully read the Privacy Policy before registering and using the Platform.

You consent to the collection, use and disclosure of your Personal Information as set forth in these Terms and the Privacy Policy, including but not limited to disclosure to a Third Party Service Provider for the purpose of providing services and conducting Account transactions.

You agree to provide true, accurate, current and complete Personal Information. You also agree to maintain and promptly update the Personal Information to keep it true, accurate, current and complete at all times during the term of these Terms.

## **11. disclaimer and risks of using the Platform**

The Platform, including all Content (including Third Party Content), features and any related services, are provided on an "as is" and "as available" basis at User's sole risk and without any representation or warranty. We do not guarantee that all or any part of the Platform will be available or accessible to User at any time.

You have received, read and understood everything risks and are fully aware of the potential risks associated with accessing or using the Platform and conducting trades using the Account.

We have the right to block or disable use of the Platform on end devices if the security features designed by the operating system or the manufacturer of such device on which the Platform is installed have been changed at any time (for example, the device has been "hacked"). Accordingly, we do not guarantee the operation and performance of the Platform on end devices that have been modified in this manner, or on older end devices that no longer meet the technical requirements for use or access to the Platform.

ALL WARRANTIES, CONDITIONS OR TERMS (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, THOSE REGARDING QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONTINUOUS, ERROR-FREE ACCESS TO THE SITE AND PLATFORM ARE EXPRESSLY EXCLUDED BY LAW.

No representations or warranties, express or implied, can be made as to the accuracy or completeness of the information provided on the Platform.

Each User acknowledges and accepts the risks that may arise in connection with transactions conducted through open systems available to anyone, and acknowledges that despite data encryption, the connection of a User's personal computer or electronic mobile device to the Platform over the Internet may be observable. We may also use servers and other computer equipment located in any jurisdiction around the world to provide any part of the Platform.

We exclude any and all liability for loss or damage caused by transmission errors, technical faults, breakdowns, interruptions or illegal interference with transmission networks, IT systems/computers of the User or any third party (including systems in the public domain).

## **12. Indemnification and limitation of liability**

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold the Company harmless from and against any and all claims (including claims by third parties), actions, losses, liabilities, costs, expenses or demands, including but not limited to legal and accounting fees, directly or indirectly arising out of or resulting from

(i) use by you (or, if you are under the control of another person, including but not limited to government agencies, such other person), the misuse or inability to use the Platform, any Account on the Platform or any content, including third-party content contained therein, or any content or information you have provided to the Platform; or

(ii) your violation of these Terms or the Third Party Provider Terms.

We will notify you by email, mail or other appropriate means of any such claim or suit and will reasonably cooperate (at your expense) in the defense of such claim or suit. We reserve the right to participate in the defense of such claim or to choose our own counsel, but are not obligated to do so.

In no event shall our liability, regardless of the form of action or damages incurred by you, exceed the greater of the aggregate amount paid by you to us in connection with the Platform or \$10,000. We shall not be liable for our failure to perform any obligations under these Terms due to events beyond our control, and the time allotted for performance of such obligations shall be extended for a period of time equal to the duration of such events. Events beyond our control include, but are not limited to, acts of God, wars, riots, arson, embargoes, civil unrest, strikes, labor disputes, equipment failures, bank failures, collapses or fluctuations in the virtual currency market, credit or debit card transaction processing failures, strikes, fire, flood, earthquake, hurricanes, tropical storms or other natural disasters or accidents, shortages of labor or materials, shortages of transportation, facilities, fuel, energy, government regulation or restriction, acts of civil or military authority or terrorism, fiber optic cuts, weather conditions. All Company products are not intended for use by U.S. citizens. You also understand that none of the information providers, including any third party providers (as defined below), are personally advising you as to the nature, potential, value or suitability of any particular crypto-asset, crypto-asset portfolio, transactions, investment strategies or other matters, and any information provided is not tailored to the investment needs of any particular individual.

You understand that investing in any crypto-asset involves a number of risks and that discussions of crypto-assets published on the Platform may not list or describe the relevant risk factors.

Please note that markets are constantly changing, so any information, content, Third Party Content (as defined below) or other materials provided on or through the Platform may be incomplete or irrelevant or may be replaced with more current information.

You should be aware that the risk of loss when using the Platform or other Company products may be significant.

As with any other asset, the value of cryptoassets can rise or fall, and there can be significant risk of losing money when buying, selling, holding or investing in cryptoassets.

You should be aware that in some states the possession, sale, possession, donation, use as a means of payment (money) or other use is prohibited. For this reason, there is no protection for you in the event that the Company encounters financial difficulties or its activities are prohibited by the relevant regulators (public authorities) of such states.

If a U.S. citizen uses the Platform or any of the Company's products he thereby agrees to these Terms of Use, he understands all of the risks and consequences of his actions and cannot demand any action from the Company. The Company does not give you any professional or investment advice. Our Platform is not intended to provide tax, legal, insurance or investment advice, and nothing on the Platform should be construed as an offer to sell, an invitation to make an offer to buy, or a recommendation on any cryptocurrency, DAO membership, use of cryptocurrency wallet, bank cards, crypto exchange (DEX), cryptocurrency exchange, lanchpad, fund, gas pedal, project tokens and other Company products.

You are solely responsible for determining whether any investments, tokens or strategies, and any other products or services are suitable for you, based on your investment objectives and personal and financial situation.

### **13. Termination of use of the Platform in whole or in part**

Access to the Platform may be suspended or terminated in whole or in part at any time either by the User or by us in accordance with the Terms.

In addition, we reserve the right, in our sole discretion, to suspend or terminate immediately and without notice any User's access to or use of the Platform if they violate any provision of these Terms or otherwise.

Your access to the Platform will be automatically terminated upon termination of your Account.

We may, at any time and in our sole discretion, restrict, suspend or terminate or issue you a warning with respect to the Platform or an account, including terminating the account (or certain features thereof, such as uploading, receiving, sending and/or withdrawing cryptoassets), in particular if:

(a) we believe it is necessary or desirable to secure the Account;

(b) if there are any transactions that we, in our sole discretion, believe (a) to be in violation of this Agreement or in violation of the security requirements of the Account; or

(b) suspicious, unauthorized or fraudulent, including but not limited to money laundering, terrorist financing, fraud or other illegal activities;

(c) if we become aware or suspect that any Digital Assets or funds held in your Account may be connected with criminal proceeds or otherwise not lawfully owned by you;

(d) in the event of insolvency, liquidation, dissolution, bankruptcy, administration, receivership, bankruptcy proceedings or dissolution of User, or when we reasonably believe that the same is threatened against you;

(e) we cannot verify or validate the information you have provided;

(f) we believe, in our sole and absolute discretion, that your actions may expose you, the Platform, or other Platform Users to legal liability;

(g) we elect to discontinue or otherwise terminate any services or options provided by the Platform or portions thereof;

(h) there has been a change in your circumstances (including a deterioration or change in your financial condition) that we believe, in our sole discretion, is material to the continuation of the Accounting;

(i) we are governed by a government agency;

(j) we are otherwise required to do so under applicable law;

(k) a disruptive market event occurs that causes trading to cease; or (l) we otherwise decide, in our sole discretion, to terminate or suspend the account, the Platform or the Terms.

We are under no obligation to inform you of the grounds for suspending, terminating or freezing your account or any crypto-assets in your account or other actions we take with respect to your account or the Platform.

Neither the Company, the Platform, nor any third party acting on their behalf shall be liable to you for the suspension, restriction or termination of your account or your access to any part of the Platform under this Agreement.

You must not attempt to regain access to the Platform if your access is terminated by us, regardless of whether you use the same or a different username, without our prior written consent.

If there is any current transaction in the Account to be terminated, the Company has the right to notify your counterparty of the proposed termination.

The Company holds in full all assets, funds and user data/information that may be disclosed to public authorities in the event that your account is suspended or terminated as a result of an investigation of fraud, an investigation of a violation of law, or a violation of these Terms.

We shall not be liable to you, your Authorized Representatives and/or any third party for any loss or damage caused by delays, transmission errors, technical failures or defects, failures and unlawful interference or interference with the information provided and services offered, or any failure or delay in the execution of any orders or transactions using any account. Likewise, we shall not be liable for any loss or damage incurred as a result of delays, technical failures or interruptions in the availability of the Platform.

## **14. Final Provisions**

These Terms, including the Privacy Policy, Cookies Policy or other policies included herein, constitute the entire and only agreement between you and the Company with respect to the subject matter of these Terms and supersede any and all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of these Terms.

If any provision of these Terms is held to be illegal, invalid or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

These Terms and Conditions may not be amended, waived or modified except by the Company as provided herein.

Neither these Terms nor any right, obligation or remedy under this Agreement may be assigned, transferred, delegated or sublicensed by you except with our prior written consent, and any attempted assignment, transfer, delegation or sublicense shall be void. No waiver by any party of any breach or default under this Agreement shall be deemed a waiver of any prior or subsequent breach or default.

Any heading, caption or section title contained in these Terms and Conditions is inserted for convenience only and in no way defines or explains any section or provision of these Terms and Conditions.

## **15. Applicable law and dispute resolution**

These Terms and Conditions and the activities of the Company are governed by the laws of Montenegro.

Any dispute arising in connection with these Terms or the Platform, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by an authorized court of Montenegro in accordance with Montenegrin law.

The place of jurisdiction is Montenegro. Any decision shall be final and may be enforced before any court of competent jurisdiction.

The parties shall properly and timely perform their obligations under this Agreement until judgment is entered.

## **16. Our contacts**

You may contact the Company about these Terms or the Platform as follows:  
[support@basalt.com](mailto:support@basalt.com)