#### **USER AGREEMENT**

# THIS IS AN IMPORTANT DOCUMENT.

# PLEASE READ IT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.

Please note that the Services, your Account, any Digital Assets recorded in your Account, and any Digital Asset Transactions that you carry out on the Fundprio platform are not within the jurisdiction of the UK Financial Ombudsman Service, and any Digital Assets and Fiat Currency recorded in your Account are not subject to protection under the UK Financial Services Compensation Scheme.

The terms and conditions contain important information which apply to your dealings with us in relation to the Services (as defined in this document). You should read this document carefully and keep it for future reference. Additional terms and conditions may apply in relation to specific services offered by us.

We are not acting as your financial advisor and you must not regard us as acting in that capacity. You should consult your own independent advisors before entering into any transaction and only enter into a transaction if you have fully understood its nature, the contractual relationship into which you are entering, all relevant terms and conditions and the nature and extent of your exposure to loss.

# 1. Introduction

- 1.1. The Application described below is managed by TECHPRIO LTD.("Company") resident 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H9JQ.
- 1.2. Users are aware that this User Agreement ("Agreement") shall come into force with their approval and that they are obliged to act in accordance with these conditions.
- 1.3. Company and Users shall together be referred to as "Parties" if each of them is separately a "Party"

Company (hereinafter also "Techprio" or "we/us/our") offers a software as a service solution, hereinafter referred to as the "Software" through our platform ("Platform") and our website fundprio.com and/or fundprio.ai Website". The Software, Platform and Website are hereinafter jointly be referred to as our "Services".

# 2. Risk Warning

THESE TERMS OF USE CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THE SOFTWARE. BY USING THE SOFTWARE IN ANY WAY AND FOR ANY PURPOSE, WITH OR WITHOUT YOUR ACCOUNT AND FROM ANY DEVICE AND LOCATION, YOU AGREE AND CONFIRM THAT:

- 2.1. You have read and understood these Terms of Use and you accept and agree to be bound by these Terms of Use as they appear on each respective date that you use the Software.
- 2.2. You assume all the obligations set forth herein;
- 2.3. You are of sufficient legal age and capacity to use the Software;
- 2.4. You are of sufficient legal age and capacity to use the Software you are not under the control of jurisdiction that explicitly prohibits the use of similar software; you understand and agree that Techprio is experimental Software and cannot take any responsibility for any financial losses and

- 2.5. You use the Software at your discretion and under your own responsibility.
- 2.6. By checking the box, you confirm that you have read and accepted the Terms and Conditions.

By continuing to use any of our Services, you (a) confirm that you are aware and comply with the present Agreement and agree to be bound by this Agreement and (b) represent and warrant that you are authorized and lawfully able to enter into this Agreement.

Additional terms or service conditions may apply and be shown separately. These additional terms become part of your Agreement with us, and all the policies made available to you therein must be followed. If you do not agree to all the terms and conditions of this Agreement, then you may not use any of our Services Applications and/or Data. We reserve the right to change, modify, add, or remove portions of any part of these terms and conditions at any time at our sole discretion. We will notify you about the changes to the terms and conditions either by e-mail, your Account (if any), or through the Website. Your continued use of our Services, Website, Applications, or Data means that you accept and agree to the changes.

You should also read our Privacy Policy at <a href="https://fundprio.ai/legal/privacy-policy">https://fundprio.ai/legal/privacy-policy</a>, which is incorporated by reference into the Terms of Use. If you do not wish to be bound by these Terms of Use or by the terms of our Privacy Policy, please do not access or use the Software.

#### 3. Definitions

- 3.1. Techprio: Techprio Ltd is a company incorporated in London, under company number 14980630 with registered office and principal place of business at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H9JQ.
- 3.2. User(s): individual consumer(s) or legal entity(ies) making use of the Website or Software. Also referred to as "you".
- 3.3. "Agreement" means this User Agreement applicable to your use of our Services.
- 3.4. "You" means the individual or legal entity, as applicable, that is using or accessing the Services, or that is identified as the user when you registered on the Services.
- 3.5. Software: developed and fully owned by Techprio, the Software enables users to create various trading and/or custody rules on a user-friendly digital interface.
- 3.6. "Website" refers to the Techprio website located at <a href="fundprio.com">fundprio.ai</a> including all subdomains, content, and related services.
- 3.7. Rules: trading strategies for funds, built by Techprio such as but not limited to price, volume, market capitalization and performance of trading. The range of rules is subject to change in accordance with Techprio future amendments to the interface.
- 3.8. Subscription: one of the selected paid plans that permits the User to use the Software. You can select different model of basket and option subscription plan upon registration.
- 3.9. "Blockchain" means a distributed, digital ledger of records that is maintained by a network of nodes or computer systems and linked together through cryptographic hashes.
- 3.10. "Digital Asset" means any cryptocurrency, cryptoasset, blockchain-based token, or other digital asset supported by the Services.
- 3.11. "Integration" means the protocols or any other API integration or Protocol which we may decide to integrate your subscribed accounts to wallet.
- 3.12. "Services" means any products and services made available Techprio features, including the integration your accounts on different Exchange and market places by API without limitation to the Website and the App, cryptocurrency price and trading analytics, manual or automatic cryptocurrency trading order transmission, backtesting, displaying of a cryptocurrency portfolio held with supported service providers, and other services provided by us to you via the Website and/or Applications under the terms of this Agreement.
- 3.13. "Protocol" refers to a set of rules and guidelines followed by different blockchain networks for communication, data transfer, and transaction processing by API's connections to your wallets.
- 3.14. Account: the Account on the Platform created by User, which is limited for use by User only through the Login Credentials. The User needs an Account to use the Services.
- 3.15. Wallet: a wallet address that User's created for storage the crypto assets they buy and/or sell, trade assets on Exchange platforms.

- 3.16. Applications: a website-based software application developed and owned by us that is accessible on PC and mobile via a web browser and interacts with the Exchanges (including receiving information about your transactions on such Exchanges), API Keys of which you have entered to the Application(s).
- 3.17. API Key: a code that allows your Account to interact directly with your account(s) on the Exchange(s), including but not limited to placing and cancelling trading orders, setting and cancelling alerts, receiving information on your account balance and trading activity with model of subscription as preselected by you with the relevant Exchange's API permissions.
- 3.18. Exchange: a cryptocurrency exchange you have signed up for that you use for trading cryptocurrencies by using subscription model and baskets. As clarify, Fundprio is not an Exchange platform.
- 3.19. Client Data: any data obtained by us via the Applications about your transactions on the Exchanges (including but not limited to your account balance, trading activity, and account history, if applicable) and delivered to you through the Services.
- 3.20. Data: including but not limited with Public Data, Client Data, and Processed Data.
- 3.21. Processed Data: any Public Data analyzed and compared by us and delivered to you through the Services in the processed form. The Processed Data is owned by us.
- 3.22. Public Data: any market data, prices, information on transactions, and other data obtained by us from public sources, including exchanges and other sources, and delivered to youthrough the Services.
- 3.23. Fees: feespayable by you to us for the use of the Website, Services, Applications, and Data in the amount and under the terms as indicated in the Subscription Plan selected by you.
- 3.24. Subscription Plan: a subscription plan selected by you in connection with the purchase of the use of the Services and Data. Subscription plans (including particular terms of use of the Services and Data) are available on the Website and may be updated by us at any time.

## 4. Registration and Account

- 4.1. To have initial access to the Software, you will need to register and create an Account. In order to create an Account you must provide your e-mail address and choose a strong password, or use Google/Apple Email Authentication. The e-mail address and password, form together the "Login Credentials".
- 4.2. Connecting with a cryptocurrency exchange account. In order to use the functionsof Software you must have a cryptocurrency exchange account ("Exchange Account") (for example, Binance, Huobi, Coinbase etc). If you do not have the Exchange Account or API Keys, you may choose to register directly on the cryptocurrency exchange provider's website and create your API Keys by following the instructions in the "Add Exchange" section in our platform. You acknowledge that you are entering into a separate legal relationship with the chosen cryptocurrency exchange provider and you are bound by their specific terms and condition.

For connecting your Exchange Account with the Client Account you must log in to your Exchange Account, create an API key and API secret, then return to the Fundprio website, navigate to "Exchanges" tab then click "Add Exchange" button and insert the API key and the API secret. Prior to clicking "Save" you are required to confirm that the Exchange Account belongs to you personally and you are not connecting someone else's account. When you have concluded this step, your Exchange Account shall be displayed on the "Exchanges" tab.

Under certain circumstances, we may drop the API keys for security purposes, which will require you to connect to your Exchange Account again.

- 4.3. You may not allow use of your Account by any third party. You are fully responsible for protecting and non-disclosure of your Login Credentials and the use of your Account. We assume that all activity from your Account is carried out by you or under your supervision.
- 4.4. Any natural person with full active legal capacity or any legal person may apply for an Account. If requested, you must provide your real name and full personal and/or company registration information. All information you provide upon registration must be accurate, complete, and up-to-date. You may not provide any false information or create an Account for anyone other than yourself without respective authorization. The representative of a legal person making the Account on behalf of the legal person must ensure that he has all the necessary rights and powers to do that. You warrant that the information provided when creating an Account is correct and complete. You agree to keep the information of your Account up to date and correct.
- 4.5. User agrees that Techprio has all the rights to deny the registration of an Account.
- 4.6. You may not transfer your Account to anyone without our explicit written permission, and you may not use anyone else's Account or password at any time without the express permission and consent of the holder of that Account.
- 4.7. In case we find out there is a threat that you are engaged in any suspicious activity, you have provided inaccurate or incomplete information during the registration process, or thereafter, you have violated the Agreement, or it is necessary for security reasons, we may temporarily suspend your Account until the cause for suspending your Account has been eliminated; or if that cannot be eliminated or you refuse or fail to eliminate it, terminate the Agreement and delete or otherwise restrict your Account. In addition, we may restrict your access to the entire Website for security reasons. You agree that we will not be liable to you or any third party for termination of your access to your Account and/or the Website as a result of any violation of the Agreement by you.

### 5. Fee system, Subscription plan and payment terms

Access to the Services and Data will be provided pursuant to the terms of the relevant Subscription Plan purchased by you. You need a Subscription to use the Website and the Software and its range of functionalities. Subscriptions are offered on the basis of your selected plan for a fixed amount per month and/or per year.

Techprio offers several Subscription plans. Each plan differs in terms of but not limited to, access to trading rules, exchanges, template strategies, learning content and other relevant options.

The Services and Data accessed with the purchase of a Subscription Plan are available for the entire duration of the Subscription Plan. The Services and Data are considered as provided, and you are considered to have used the Services and Data during the entire term of the Subscription Plan, irrespective of your actual use of the Services and Data or your history of Website access.

As specified in your Subscription Plan, you will pay us the Fees prior to each subscription term via the means of payment available on the Website. You irrevocably authorize us to charge the Feesfrom your credit card if such a payment method is made available on the Website and has been selected by you. Fees are non-refundable, unless otherwise is provided in the Agreement.

We may provide updates and/or additions to the Services (Additions) as they become available. You hereby acknowledge that additional Fees may be charged for using the Additions as determined by us if you decide to use such Additions. The Fees for Additions shall be made available on the Website.

If, according to applicable law, it is your responsibility to declare, pay or withhold taxes on or from your transactions with us, you agree to indemnify and hold us harmless from and against any claim arising out of your failure to do so.

Techprio has all the rights to change the conditions of the Fees and the model options at any time.

The price of the Subscription will be invoiced automatically every month/year. Possible methods of payment are authorized via Paypal and/or published payment institution are displayed on the Website and include, for example, credit cards such as Visa or MasterCard.

All your payment details will be confidentially secured.

A monthly subscription will continue for a month-to-month period, unless user cancels the subscription before the end of the term already paid for.

An annual subscription will automatically be extended after expiration, unless User cancels the subscription before the end of the term already paid for.

User can cancel the subscription by the end of the term already paid for. The account of the User will remain active for the period that User has already paid for. Users know that there is no refund policy.

The Data on the User's account may be subject to deletion after the cancellation of the Subscription.

### 6. Fair use of the Services

- 6.1. You agree that you will use the Services as it is intended and that you not use the Services in such a way that you violate the laws of England&Wales, Turkish Law and any other applicable law and regulations.
- 6.2. You agree that you have the power of disposition and are at least eighteen (18) years of age when using the Services.
- 6.3. You agree that you will not, nor allow third parties, unless explicit written permission has been granted by Techprio, to engage in, but not limited to, the following actions:
- 6.3.1. circumvent, disable, enter, damage or otherwise interfere with any non-public and/or security features or parts of the Services;
- 6.3.2. send, upload or otherwise distribute viruses, worms, malicious code, spider, robot, junk mail, spam, chain letters, unsolicited offers or ads of any kind and for any purpose into the Services;
- 6.3.3. investigate, spy, scan, or test the Services or any related system on any securities issues;
- 6.3.4. use any automated systems to withdraw data from the Services;
- 6.3.5. sell, distribute, copy, rent, sub-license, loan, merge, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, hack, distribute, harm or misuse the Services;
- 6.3.6. create derivative works of any kind whatsoever.

- 6.4. Techprio has at any time all the rights to suspend or disable any part of all parts of the Services temporarily or permanently if User violates these Terms, this clause and/or causes damage to Techprio or Users.
- 6.5. The content may not be copied, reproduced, republished, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way for publication or distribution for any commercial enterprise without our express written consent.
- 6.6. You may use the information about our Services purposely made available by us for downloading from the Website, provided that you use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media.
- 6.7. You may not attempt to gain unauthorized access to any portion or feature of the Website, or to any of our servers, or any of the Services offered on or through the Website by hacking, password brute-forcing, or any other illegitimate means.
- 6.8. You may not reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Website, or any other our client, including any Account not owned by you, to its source, or exploit the Website, or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Website.
- 6.9. You may not use the Website or any of its content, Services, Applications, and Data for any purpose that is unlawful or prohibited by this Agreement, or to solicit the performance of any illegal activity or other activity, which infringes our or others' rights.
- 6.10. Subject to your compliance with this Agreement, we grant you a revocable, limited, non-exclusive, non-transferable, and non-sublicensable license to access and use the Website, Services, Applications, and Data available via the Services solely for your personal purposes.
- 6.11. You hereby grant us the right to access, process, and use your Client Data with the aim to deliver it to you through the Services and to other of our clients in a non-identifiable form.
- 6.12. We reserve the right to do any of the following at any time without notice: modify, suspend, or terminate operation or access to the Website, Applications, or Services for any reason; modify or change the Website, Services, Applications, and any applicable policies or terms; and/or interrupt the operation of the Website, Services and/or Applications as necessary to perform routine or non-routine maintenance, error correction, or other changes.
- 6.13. Account deletion: If you would like to terminate your activity on Techprio and permanently delete your account and User details, you have a right to request Techprio's Support Team to delete your account and all the data associated with it. We will not store the data you provided on Techprio during the period of your activity and will delete your account permanently. Please contact us by email on <a href="mailto:support@fundprio.ai">support@fundprio.ai</a> with a request to delete your account.

# 7. No access to trading funds

- 7.1. Techprio has no access to and does not own the funds that User uses to trade at the exchange(s). The funds that User uses to trade are stored in the exchange(s) that the User uses.
- 7.2. Techprio does not own the funds that User stored in the Wallet and uses to trade on the platform. The funds that User uses to trade are stored in the wallet(s) in the User's exchange account.

# 8. Availability and maintenance of the Services

- 8.1. Techprio uses all reasonable efforts to ensure that you can access and use the Services at all times. Due to the nature of the Services, Techprio cannot guarantee the error-free and uninterrupted access to/and functioning of the Services.
- 8.2. Techprio does not accept any liability for unavailability of the Services, any difficulty or inability to download or access content, or any other technology system failure which may result in Services being partially or entirely unavailable.
- 8.3. Techprio may at its own discretion update, modify, or adapt the Services functionalities from time to time and shall try to keep possible downtime of the Services to a minimum. Techprio is not responsible for any support or maintenance regarding the Services during downtime.
- 8.4. Users are welcome to give feedback and suggestions regarding the Services, but ultimately Techprio decides which updates, modifications or adaptations to carry out or not to carry out.
- 8.5. To the maximum extent permitted by applicable law, Techprio hereby disclaims all implied warranties regarding the availability of the Services. The Services are provided "as is" and "as available" without warranty of any kind.

# 9. Privacy and Cookie Policy

- 9.1. In our privacy policy, you can read what kind of personal data we collect and why. Please familiarize yourself with our privacy policy at https://fundprio.com/privacy-policy. By using the Services, you agree to this privacy policy.
- 9.2. We collect information that you share with us yourself, e.g., when you complete Account registration form and enter API keys to the Application. This information may include but is not limited to your first and last name(s), companyname and info (if any), email address, account balance, trading activity, account history, and identification data of the device on which the Application has been installed.
- 9.3. We may process information that you have shared for the following purposes: (a) execution, fulfillment, handling, and administration of this Agreement; (b) billing and reconciliation; (c) maintenance, support, and product/service development; (d) sales, revenue and client analysis and reporting as well as for market and client use analysis; and (e) carrying out identity, anti-money laundering and fraud prevention checks against your name using databases kept by other organizations and watch lists (which may involve giving the provided personal data to fraud prevention agencies who may keep and use it).
- 9.4. We only use your e-mail address for sharing our product-related marketing messages if you have given respective consent on the Website or in the Application. If you no longer wish to receive direct marketing messages, please change notification settings in the "Profile" section accordingly.
- 9.5. We reserve the right at all times to disclose any information we deem necessary to comply with any applicable law, regulation, legal process, or governmental request.
- 9.6. Any personal data collected in the course of providing the Services is transferred to and stored in the data centers located in the territory of the European Union. Only our authorized employeesand/or service providers have access to the personal data, and they may only access it for the purposes provided above.

- 9.7 You may request details of personal information which we hold about you in accordance with data protection laws. If you believe any informationwe are holding on you is incorrect or incomplete, please write to or email us as soon as possible. In addition, you have all other rights in applicable laws regulating data protection and electronic transmission of commercial notifications.
- 9.8. Please note that the deinstallation of the Application and stopping the use of the Website in your device does not cause the deletion of your personal data. If you want to delete your personal data collected by us, please send a written request by email as indicated above. You should also consider that the request to delete personal data can be fulfilled only if we delete your Account. As a result, you will not be able to use the Services under your existing Account.
- 9.9. We adhere to the generally accepted industry standards to protect the information you submit to us. You agree and acknowledge that the Internet may be subject to security breaches and that the submission of data over the Internet may not be secure.
- 9.10 Cookie policy; Like most Internet sites, our Website may use cookies. Cookies are small text files placed on the browser or hard drive of your computer, mobile, or other devices when you visit a website. Cookies are widely used when providing online services and help to make websites work, or work more efficiently, as well as to provide information to the website owners. Cookies do lots of different things, for example, remembering user preferences, letting users navigate between pages efficiently, and generally improving the user experience. Cookies are not used to personally identify you in any way, nor will they damage your system or files.
- 9.10.1 On our website, we may use the strictly necessary cookies that enable you to log into secure areas of the Website, cookies used by our networking system, analytical cookies that collect information about how you use the Website, advertising cookies, session cookies, persistent cookies, and third-party cookies.
- 9.10.2. It is possible to tell your browser to reject cookies for all sites or specific sites. Rejecting cookies is not recommended, as cookies are intended to improve your browsing experience. To reject or opt out of cookies, you can either manually delete them or permanently opt out of seeing advertisements matching your interests.

# 10. Intellectual property

- 10.1. Techprio is the exclusive licensee of all intellectual property rights vesting in and relating to (all content made available through the use of) our Services, such as, but not limited to patents, patent applications, trademarks, trademark applications, database rights, service marks, trade names, copyrights, trade secrets, licenses, domain names, know-how, property rights, data, models, financial basket models and processes ("Intellectual Property Rights"). It is forbidden to copy or use the Intellectual Property Rights without Techprio's prior written permission, except to the extent permitted by mandatory law.
- 10.2. User receives a non-exclusive, non-transferable, non-sublicensable and revocable license for the use of the Services as long as User complies with all its obligations as stated in these Terms and based on other legal obligations. If User no longer complies with its obligations, Techprio can withdraw this license with no notice of default being required.
- 10.3. The strategies of Users and the Trading Bots of Signal Providers are in no way property of Techprio.

# 11. Limitation of liability

- 11.1 Without prejudice to other provisions in these Terms, Techprio or its suppliers is in no event liable for any damage (including but not limited to, financial, mental or physical damage) resulting from using the Services, including loss of profit arising in any way from, but not limited to:
- 11.1.1. the (lack of) financial benefit for the Users through the use of the Services;
- 11.1.2. execution failures or other events related to third-party exchanges;
- 11.1.3. any damage as a result that the User does not understand the Services or is not using the Services as intended;
- 11.1.4. any damage as a result that the User has not had enough fund/fiat money to pay for Fees or funds in the Wallet to pay for Fees;
- 11.1.5. difference in the performance of the User and the performance of a Signal Provider;
- 11.1.6. the operation or unavailability of the Services;
- 11.1.7. bad acting/behaviour from a Signal Provider;
- 11.1.8. any situation where Users devices, API keys of the Users, Private and Mnemonic Keys of the Wallet, and/or Login Credentials are stolen or hacked, and any third party subsequently makes use of the Services without User's content;
- 11.1.9. using or downloading any functions and/or software available through the Services (such as Trading Bots and hyperlinks);
- 11.1.10. claims of third parties (or regarding third parties) in connection with the use of the Services;
- 11.1.11. loss of personal data of the User;
- 11.1.12. any damage caused by a data breach of the data of Techprio or a violation of the privacy policy by a User or third party;
- 11.1.13. any damage caused by the fact that a physical or electronic attack targets Techprio or the Services;
- 11.1.14. any damage or alteration to User's equipment and/or devices as a result of the installation or use of the Services;
- 11.1.15. any damages caused by the information provided by Techprio or third parties;
- 11.1.16. any damages caused by the documents provided by Techprio or third parties, such as, but not limited to, tutorials, help center, docs, blogs, etc.
- 11.1.17. a failure to meet any of Techprio's obligations under these Terms where such failure is due to events beyond Techprio's reasonable control
- 11.2. To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Techprio, its affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms of Use or your use of the Services, including, but not limited to, your submissions, third party platforms, any use of the intellectual property, services, and products other than as expressly authorized in these Terms.

### 12. Risks

- 12.1. The User understands and accepts the risks listed below in connection with the use of the Services. These include, but are not limited to, the following risks:
- 12.2. Software risk: the Services are still under development and are subject to constant change. It cannot be ruled out that the Services are not yet fully developed and contain weak points or errors that may restrict the use or lead to the unavailability of the Services.
- 12.3. Regulations: to date, the Services have not been subject to any significant regulatory restrictions regarding the use of the Services. However, it is expressly pointed out that the Services may be extended to the extent that certain financial markets or other regulations apply to Techprio or the Services in the future and this may also have an impact on Users.
- 12.4. Internet dangers and loss: the Services can become the target of physical or electronic attacks. This could lead to the loss of data (such as personal data or other data provided or created by the User).
- 12.5. No guarantee of success: the use of the Services is no guarantee that the User will derive economic success from it. The Services, the use of Trading Bots, Research Tools, or copying of Trading Bots does in no way guarantee economic success. Furthermore, for Users who copy a Trading Bot, might not have the chance to generate the same prices and quantities as the Trading Bot that the User follows due to volatility on the market.
- 12.6. General market and financial risk: the use of the Services does not guarantee economic success. The User is aware that the value of cryptoassets is subject to general market risk and thus to fluctuations in value and price. Techprio has no influence on the values and prices of traded cryptoassets or other goods or assets. Users could lose money by using the Services.
- 12.7. Taxes: the use of the Services can have tax effects at the level of the User. The User expressly declares that he/she will clarify any tax effects and obtain appropriate advice (e.g. from a tax advisor). The User also expressly declares that he/she will not hold Techprio or any party associated therewith (in particular consultants, employees and other contractual partners) liable for tax obligations.
- 12.8. Accuracy of Information. Techprio will strive to ensure accuracy of the information listed on this Website, on our social media accounts including Twitter, Instagram, Telegram, Facebook, LinkedIn, or on any of our communication channels, although Techprio will not hold any responsibility for any missing or inaccurate information. You understand that you are using any and all information available from Techprio AT YOUR OWN RISK. You should take adequate steps to verify the accuracy and completeness of any information on the Website, on Techprio's social media platforms or on any other Techprio communication channels.
- 12.9. Price Risk. The price of Bitcoin and other cryptocurrencies are highly volatile. It is possible for prices to increase or decrease by over 100% in a single day. Although this could mean potential profits, this also could mean potential losses. Only invest money which you are ready to lose. Cryptocurrency trading may not be suitable for all users of this Website. Anyone looking to invest in cryptocurrencies should consult a fully qualified independent professional financial adviser.
- 12.10. No Affiliation to Any Cryptocurrency. Techprio is not affiliated in any manner with any cryptocurrency. Techprio allows users to build automated trading strategies that get executed on third-party cryptocurrency exchanges. Techprio safely stores the Users' information and does not disclose User data directly to cryptocurrency exchanges.

12.11. Execution Risk. Trading strategies set on Techprio are executed on third-party controlled exchanges. Techprio is not a trading platform and does not store or trade cryptocurrencies. Any execution failures or other events related to third-party exchanges ARE ENTIRELY OUTSIDE OF TECHPRIO'S control. Techprio does not take any liability for failures related to third-party exchanges. Use of third-party exchanges is solely at your own risk. Any financial risks associated with your trading decisions are reserved to you only.

#### 13. No financial advice

The information provided in the Services does not constitute investment advice, financial advice, trading advice, or any other sort of advice. You should not treat any of the Services content as such. Techprio does not recommend that any cryptocurrency should be bought, sold, or held by you. Nothing in the Services should be taken as an offer to buy, sell or hold a cryptocurrency. You should take reasonable steps to conduct your own due diligence and consult your financial advisory before making any investment decision. Techprio will not be held responsible for the investment decisions Users make based on the information provided in the Services or on any of Techprio's public channels such as social media or otherwise.

#### 14. Disclaimer

- 14.1. Techprio provides the Services. Techprio does not provide financial, investment, legal, tax or any other professional advice. Techprio is not a broker, financial advisor, investment advisor, portfolio manager or tax advisor. Nothing on the Platform or in the Services shall constitute or be construed as an offering of any currency or any financial instrument or as investment advice or investment recommendations (such as recommendations as to whether to purchase a currency or instrument) by Techprio or a recommendation as to an investment strategy by Techprio. You acknowledge and agree that Techprio is not responsible for your use of any information that you obtain in the Services. Your decisions made in reliance on the Services or your interpretations of the data found in the Services are your own, for which you have full responsibility. You expressly agree that you use the Services at your sole risk.
- 14.2. Techprio will strive to ensure the accuracy of the information listed in the Services, although it will not hold any responsibility for any missing or wrong information. No content in the Services is tailored to the specific needs of any individual, entity or group of individuals. Techprio expresses no opinion as to the future or expected value of any currency, security or other interest. Content in the Services may not be used as a basis for any financial or other product without the express prior written consent of Techprio.
- 14.3. You expressly acknowledge and agree that you may lose some or all of your funds/fiat money. Cryptocurrencies are a new and insufficiently tested technology. In addition to the risks included herein, there are other risks associated with your use of the Services, and the purchase, holding and use of cryptocurrencies, including those that Techprio cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed herein.

# 15. Hyperlinks third party

Where Techprio provides hyperlinks to third party websites, such links are not an endorsement by Techprio of any products or services provided on or via such websites. The use of such hyperlinks is

entirely at your own risk. Techprio is in no event liable for the content, use, security or availability of such websites. The veracity, accuracy, reasonability, reliability and completeness of information contained on such internet sites have not been verified by Techprio.

#### 16. Miscellaneous

- 16.1. Techprio reserves the right to change these Terms at any time without notice. By continuing to use the Services, you are agreeing to be bound by the updated Terms.
- 16.2. If we do not enforce (parts of) these Terms, this cannot be construed as consent or waiver of the right to enforce them at a later moment in time or against another User.
- 16.3. User cannot transfer the rights and obligations from these Terms to third parties.
- 16.4. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision of these Terms. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as possible to the intent of the invalid provision.
- 16.5. These Terms shall exclusively be governed by and construed in accordance with the laws of Turkey/Istanbul Central Courts.
- 16.6. Unless mandatory law compels differently, all disputes resulting from or arising in connection with these Terms shall be exclusively submitted to the competent court of the Istanbul Central Courts, unless the dispute can be settled amicably.

## 17. Force majeure

You and us shall not be liable for delays or failure to perform under the Agreement which result directly or indirectly from any cause or condition beyond its reasonable control, including but not limited to any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond its reasonable control and shall not affect the validity and enforceability of any remaining provisions (force majeure).

The party in default of force majeure shall immediately notify the other party of the occurrence of force majeure, shall make reasonable efforts to remove or overcome the effects of such occurrence or event; and shall resume performance of its obligations hereunder immediately after cessation of such occurrence or event.

### 18. Duration and Termination

Your Agreement with us becomes effective upon registration of your Account or upon signing any additional agreement with us and is valid for an unspecified period. Each party may terminate this Agreement for any reason by notifying the other party at least 24 hours in advance.

### 19. Notifications

You agree that we may communicate with you electronically any finance information related to your Account. We may also provide notifications to you by posting them in your Account on the Website,

or by sending them to an e-mail address that you have previously provided to us. Website and e-mail notifications shall be considered received by you within 24 hours of the time posted or sent.

# 20. Restricted Locations, Individuals and Entities and Sanctions

- 20.1 You may not use the Website and the Software if you are located in, or are a citizen or a resident, of any state, county, territory or other jurisdiction that is embargoed by the United Kingdom or the European Union, if you are an individual, an entity or a group listed on the United Nations Security Council Consolidated List, or where your use of the Website and the Software would be illegal or otherwise violate any applicable law.
- 20.2 You represent and warrant that you are not a citizen or a resident of a jurisdiction which is considered a restricted jurisdiction by EU Regulations or the laws of the United Kingdom and that you will not use any Services while located in any such jurisdiction.
- 20.3 Techprio may implement controls to restrict access to the Website and the Software from any jurisdiction prohibited pursuant to this Section 20. You will comply with this Section, even if Techprio's methods to restrict use of the Website and the Software are not effective or can be bypassed.
- 20.4. The Interface can be accessed from Countries around the world and may contain references to services that are barred or not available in your country. These references do not imply that Techprio intends to permit use of the Integration in your country. Techprio makes no representations that the Integration is appropriate or available for use in all Countries. Those who access or use the Integration from other countries do so at their own volition and are responsible for compliance with local law.
- 20.5. Furthermore, you represent that you are not a person barred from using the Integration under the laws of your Country, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur during your use of the Integration. You agree that you shall monitor your use of the Integration to restrict use by minors (under 18 years of age) and you will accept full responsibility for any unauthorised use of the Integration by minors.
- 20.6. You further represent that you are not:
- (a) the subject of economic or trade sanctions administered or enforced by anygovernmental authority or otherwise designated on any list of prohibited or restricted parties including but not limited to the list maintained by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury and the list maintained under the Sanctions and Anti-Money Laundering Act 2018 (the Sanctions Act) by the United Kingdom's HM Treasury Office of Financial Sanctions Implementation (OFSI);
- (b) a citizen, resident, or organised in a jurisdiction or territory that is the subject to comprehensive country-wide, territory-wide, or regional economic sanctions by the United Kingdom, United States or the United Nations.

Finally, you represent that your access and use of any of our Services will fully comply with all applicable laws and regulations, and that you will not access or use any of our Services to conduct, promote, or otherwise facilitate any illegal activity.

### 21. Complaints

In case you have any complaints, or require additional support, please contact us by e-mail at support@fundprio.ai. Our support team will get back to you within 48 working hours. If your inquiry requires a more detailed answer, it might take up to 30 working days to process your request.

## 22. Non-Custodial and No Fiduciary Duties

Any third party integration on our platform is a purely non-custodial application, meaning we do not ever have custody, possession, or control of your digital assets at any time. It further means you are solely responsible for the custody of the cryptographic private keys to the digital asset wallets you hold and you should never share your wallet credentials or seed phrase with anyone. We accept no responsibility for, or liability to you, in connection with your use of a wallet and make no representations or warranties regarding how the integration will operate with any specific wallet. Likewise, you are solely responsible for any associated wallet and we are not liable for any acts or omissions by you in connection with or as a result of your wallet being compromised.

This Agreement is not intended to, and does not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement.

#### 23. Contact us

Questions about these Terms can be sent to <a href="mailto:info@fundprio.a">info@fundprio.a</a>i.