TERMS OF SERVICE
YOUHODLER SA

Version dated: May 28th, 2021

PREAMBLE

YouHodler SA is a financial intermediary affiliated to PolyReg, a self-regulatory organization.

YouHodler SA is also affiliated with FINSOM, a financial services provider ombudsman since December 14th, 2020.

YouHodler SA has also been granted a pawnbroker license by the authorities of its domicile.

However, please be aware that YouHodler SA is currently not yet regulated or supervised by FINMA.

These Terms of Service (hereinafter referred to as the “Terms”) define the rules applicable to the use of the services made available through the Platform. These Terms are entered into between you and YouHodler SA, a company registered in Switzerland at the following address: Rue du Valentin 1, 1004 Lausanne and holder of registration number CHE-336.197.657 (hereinafter referred to as the “Company”, “we”, “We”, “us” or “Us”).

Any User who wants to access the Services offered on or through the Platform must accept these Terms. The User confirms that he/she has read and understood the Terms and agrees to respect and comply with all clauses and articles of the Terms. The User also warrants and agrees to comply with all applicable laws and regulations. These Terms shall be read and interpreted in conjunction with the Specific Terms for Conversion Services, Specific Terms for Lending Services, the Execution-only Agreement and the Privacy Notice.

By pressing “Accept”, you acknowledge that you have read and understood these Terms and agree to be bound by them and to comply with these Terms, including the Execution-only Agreement and all laws and regulations which may be applicable to the Services offered on or through the Platform.

If you do not agree to comply with the Terms and the Execution-only Agreement, you must refrain from using the Platform and/or benefiting from the Services. In particular, you acknowledge that you have read and understood the clauses in these Terms relating to: Company’s disclaimer of warranties; limitation of liability; the Privacy Notice; and the manner in which we may make changes to these Terms and the Execution-only Agreement.

The Company reserves the right to modify the Terms at any time, as the Company deems necessary or desirable. The User will have access at all times to the latest Terms and Execution-only Agreement and in the event that these Terms and Execution-only Agreement shall be renewed, the Company shall notify the User that the Terms and the Execution-only Agreement have been amended through an electronic mail sent to the address provided to the Company when creating a User Account (as defined below). The User may be asked to accept the new version of the Terms. Your continuous use of the Platform or the App after the amendment of these Specific Terms imply an acceptance by you of the amendments duly notified to you.

Your continued use of the Platform and the Services after any such changes or after explicitly accepting the new Terms, upon logging into the Platform shall constitute your consent to such changes. If you do not agree to any modifications to these Terms, you should stop using the Services.

Please note that the browsing of the Website available at the following URLs, https://www.youhodler.com/swiss and https://app.youhodler.com is governed by the terms of use of the website available at the following URL: https://app.youhodler.com/docs/youhodler_terms_of_service.pdf
1. Definitions

Definitions are set forth in Annex 1.

2. Services

The Company provides a Platform allowing Users:

- to choose a Loan Package and to enter into a Credit Facility Agreement with the Company by pledging a Collateral subject to the conditions set forth in the Specific Terms for Lending Services; or
- to carry out Conversion Services allowing the Execution of Orders on behalf of Users subject to the conditions set forth in the Specific Terms for Lending Services.

The User must create a User Account on the Platform / App prior to being able to make use of the Services offered by the Company. The Users shall solely be entitled to use Payment or Utility Tokens in order to provide Collateral for the Credit Facility. Asset tokens are excluded.

The Company also provides Conversion Services.

3. Segregation of the Cryptocurrencies and Fiat Currencies

You agree that the Company may hold your Fiat Currencies for a maximum of 60 days with a financial institution and/or e-money institution on your behalf for the purpose of carrying out the Conversion Services.

The Company warrants that any Cryptocurrencies and Fiat Currencies will be held off-balance sheet and in a segregated manner from all its own assets and from the assets for a maximum of sixty (60) days.

The Company warrants that any Cryptocurrencies are held in a segregated and secured manner on the blockchain.

In order to use the Services on your User Account, You will be required to provide a Designated Payment Method. Bank Accounts can only be used by the person under whose name they are registered. The Company reserves the right to suspend, freeze or cancel your User Account if the name of the User Account and the name of the Bank Account do not correspond to each other. The Bank Account used to transfer Fiat Currencies needs to be solely in your name and belonging solely to you with a regulated and licensed financial institution or e-money institution.

Only valid payment options specified by the Company may be used in order to benefit from the Services available on the Platform. By transferring Fiat Currencies into your User Account, You represent and warrant Us that:

a. you are authorized to use the Designated Payment Method; and
b. you authorize us, to charge you the Designated Payment Method, if any such extra charges should arise.

The Services are supported by the use of the following Fiat Currencies:

- Euros (EUR);
- United States Dollars (USD);
- British Pound (GBP);
- Swiss Francs (CHF).

The Company retains the right, in its sole discretion, to determine whether to support any Fiat Currencies at any time and for no reason. You agree that you will not hold the Company liable for any damages resulting from such rejected transfers.
4. **Investigation**

You understand that the Company reserves the right to investigate the source of any Fiat Assets and/or Cryptocurrencies used when benefitting from any of the Services offered by the Company. Through the use of Third-Party Service Providers, the Company also determines, at its sole discretion, how to handle their disposition in accordance with its anti-money laundering policy and any laws applicable to the Services offered on the Platform.

If, following the review of any Assets in question and the circumstances by which You received them, the Company determines that You are not the owner or that these Assets stem from criminal or illicit activities, You hereby accept and understand that the Company reserves the right to dispose of these Assets in accordance with the applicable laws and to report any findings to the Supervisory Authority and/or, when required by the AML Policy to the Money Laundering Reporting Office of Switzerland.

You hereby represent and warrant that you will comply with KYC and AML requirements and provide us with accurate information and true documents only and that the information provided is correct and accurate, including the information provided relating to your source of Assets and your source of wealth.

5. **Use of the Services and the Platform**

The Company grants you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable, royalty-free license permission to use the Platform for its intended purposes subject to your strict compliance with the applicable law, these Terms, the Privacy Notice and any other policy issued by the Company which is applicable to the User and which is duly sent to the User.

The Company is constantly modifying and improving the Services and the Platform. New features may at any time be introduced and existing features may be changed or removed from the Services at any time and without notice. In the event that you provide us with any feedback on or comments regarding the Services, you grant the Company the right to use such feedback or comments for any purpose without restriction or payment to you.

The Company reserves all right, title and interest in its own and its affiliates' Intellectual Property Rights in and to the Services and the Platform.

When using the Platform, You warrant that you will not:

a. disclose your User Account login credentials including your recovery phrase or code if you use the “Forget my password” functionality. The Company will never ask you for your credentials by telephone or email and you shall be solely responsible for any loss resulting from phishing or disclosure of your credentials to Third-Parties;

b. falsely state or otherwise misrepresent yourself;

c. authorize Third-Parties from using your User Account. You should not authorize at any time a Third-Party to use your User Account. The Company is not responsible if a third party can access the Platform through your User Account. You are solely responsible for all the consequences arising thereof;

d. share your User Account with any Third-Party;

e. copy, in whole or in part, any of the information on the Platform (including its source and/or object code) other than for the purposes contemplated by these Terms;

f. exploit the Services offered on the Platform or any part of it for any commercial purpose, including any advertisement for your own or any other person’s products and services;

g. copy, adapt, modify, perform reverse engineering, disassembling or compiling any of the software underlying the Platform;
h. create or maintain any unauthorized connection to the Platform;

i. disseminate, launch or use viruses, trojan horses, and other malware when using the Platform;

j. use automated programs, web scrappers and scripts in particular, for the collection of the information on the other Users of the Platform;

k. copy, modify, distribute or sell any part of the Services available on the Platform;

l. introduce any material that contains software viruses, malwares, ransomwares or spywares or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, mobile devices or telecommunications equipment or any other technologies that may harm the Platform, the Services or the interests of any User or of the Company;

m. use Cryptocurrencies on the User Account that would constitute, encourage or provide instructions for a criminal offense and/or Cryptocurrencies which have criminal or illicit activity at their source, including tax fraud;

n. transmit, distribute, store or otherwise make publicly available on the Platform any private information or Personal Data of any Third-Party, including, addresses, phone numbers, email addresses and/or credit card numbers;

o. copy, modify, distribute or sell any part of the Services and/or the Platform, including its source code and/or object code;

p. interfere or attempt to disrupt the Services and/or hack the Platform in any way.

You also warrant that you will not:

a. copy the Platform or any part of the Platform and/or the Services;

b. modify the whole or any part of the Platform, or permit it to be combined with, or become incorporated in, any other programs, except as necessary to use the Platform on devices as permitted in these Terms;

c. use the Platform in any unlawful manner or for any unlawful purpose, including but not limited to illegal gambling, money laundering, fraud, blackmail, extorsion, ransoming data or the financing of terrorism, or other violent activities;

d. use the Platform in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other Users; or

e. collect or harvest any information or data (including Personal Data) from the Platform or from any User or our systems or attempt to decipher any transmissions to or from the servers running the Service.

f. hack or breach or access unduly any User Account and/or the Platform, the Website or the App (any underlying source code);

g. impersonate any User of the Platform.

In the event that the Company has given prior written consent to not render this Section applicable, the Company shall not hold you liable for any breach of warranties. The prior written consent may be manifested in the form of a written agreement.

If You breach any of these conditions, representations and warranties under these Terms, the Company may terminate your use of the Platform and take legal actions under the applicable laws which govern these Terms or the laws which govern any other form of contractual relationship between the User and the Company.
6. **Cancellation**

The Company reserves the right to cancel any Loan Agreement at any time for security, compliance or fraud-protection purposes, including any Loan Agreement concluded on the basis of false or misleading information from User. The Company reserves the right to refuse to execute any refund if it is prohibited by applicable law or does not meet the conditions of these Terms.

The Company may cancel any of the Loan Agreements carried out within a User Account if instructed to do so by any national authority, national agency, anti-money laundering authority or any self-regulatory organization or, if after internal assessment, Company deems that a Loan Agreement is being made with the intention to circumvent AML laws or Company’s AML policies in force. The Company also reserves the right to cancel a Loan Agreement if the conditions of these Terms are not strictly respected by you.

In the event of cancellation of the Credit Facility by YouHodler, you shall immediately repay the Loan. In the event of default, the Company shall be entitled to keep the Collateral as repayment of the Loan.

7. **Eligibility to use the Platform**

In order to make use of the Platform and benefit from the Services, you have to register a User Account and accept these Terms and the Privacy Notice. You must also fulfil the criteria which are set out in Section 7 of these Terms.

| As a condition precedent for using the Services available on the Platform, the User must provide sufficient, accurate and true information in order to fulfill the KYC Process and the Anti-Money Laundering Procedure. The User is also obliged to pass the KYC Process and the Anti-Money Laundering checks imposed by the Company in order to benefit from the Services provided by the Company on the Platform. |

You hereby warrant and guarantee that you have examined your financial situation and that you are responsible for ensuring that your financial situation allows you to conclude the Credit Facility Agreement with YouHodler. The User accepts and warrants that he/she bears all the liability for the repayment of all the Loans contracted through the Platform.

If you do no pay back the Loan at the Maturity date, YouHodler shall, as a repayment of the Loan, be entitled to keep and will become legitimate owner of the Cryptocurrencies pledged as Collateral.

The Company shall be solely entitled to decide which Credit Facilities to grant, wholly or in part. In the event that the Company grants a Credit Facility, and the balance in the User Account is not sufficient to cover the amount owed as a repayment for the Credit Facility, the Client is obliged to provide sufficient Collateral in his/her User Account before Maturity. In the event of Maturity, the Company reserves the right to proceed with the automatic forfeiture as contemplated in these Terms.

8. **User Account**

To register as User, you must firstly create a User Account. In order to become a User of the Services, you must provide the following Personal Data:

- a. First name;
- b. Last name;
- c. E-mail address;
- d. Phone number;
- e. Physical address;
- f. Country of residence;
g. Nationality;

h. All Personal Data required to complete the KYC Process (as defined in Section 12)

By using and/or registering on the Platform, you agree to:

a. provide true, accurate, current, up-to-date and complete Personal Data requested;

b. maintain and promptly update these Personal Data and any other information you provide to the Company, and to keep such information accurate, current and complete;

c. maintain the confidentiality of your password and other information related to the security of your User Account;

d. refrain from providing any wrong or misleading information in your User Account and/or during the KYC process (as defined in Section 12);

e. be fully responsible for all use of your User Account and for any action that takes place through your User Account;

f. not impersonate anybody by opening a false User Account;

g. not use robots, scrappers or other tools to open User Accounts or extract Personal Data or information from the Platform.

You authorize the Company to use any Personal Data or information provided in registering to verify your identity (including any updated information). You are obliged to notify the Company of any changes to your Personal Data requested for the creation of your User Account immediately. You also acknowledge that this Personal Data is processed in accordance with the Privacy Notice.

If you provide false or misleading Personal Data or do not notify the Company of changes to your Personal Data immediately, the Company reserves the right to terminate or suspend your User Account immediately and without notice to you or any liability of whatever nature. You understand and agree that you shall not circumvent or attempt to circumvent any Company’s policy about your User status such as temporary or definitive suspensions or other type of access limitations or restrictions.

The Company also retains the right to cancel User Accounts that have been inactive for a long time or are considered to be misleading without prior notice to the User. The Company reserves the right to reject any registration and to refuse Service to anyone for any reason, in its sole and absolute discretion, without any obligation to indemnify you.

The Platform is intended for Users on their own behalf or on behalf of a legal entity which they duly represent and who comply with the criteria listed below.

Therefore, you represent and warrant that:

a. you are at least eighteen (18) years old if you are a natural person;

b. the legal person you represent exists, is duly incorporated and is concretely active;

c. you have the right, authority and capacity to agree in a binding way to the Terms on your behalf or on behalf of the legal entity which you represent;

d. the information provided to the Company in order to get the Credit Facility, including all KYC information and documents and all the Personal Data granted in accordance with the Privacy Notice are true, up to date and complete;

e. you do not provide a false name, identity or email address owned or controlled by another person with the intent to impersonate that person for any other reason;
f. you do not provide a name that is subject to any rights of a person other than yourself or the legal entity which you represent without proper authorisation;
g. you are not located in, or a citizen or resident, of any of the countries where the access and use of the Platform are restricted;
h. you have not previously been suspended or removed from using the Services offered through the Platform;
i. you must provide current, accurate identification, contact and other information that may be required as part of the User Account registration process, KYC process, including the source of Assets and source of wealth, and/or continued use of the Services;
j. you have regular access to the Internet and you have provided the Company with a valid email address which can be used to communicate with you;
k. you shall conduct yourself in a professional manner in all your interactions with the Company;
l. you are not a resident or citizen of the United States or of any country listed in US-, EU-, CH- or UN sanction lists or embargoes.

Should you not fulfill the conditions for creating a User Account and/or benefiting from the Services, you shall immediately refrain from making use of the Services. The Company reserves the right to refuse Service to any User at any time.

9. Restrictions for User account

You hereby acknowledge and agree that you may not be able to access all or some Services through the Platform outside of the jurisdictions where the Company is regulated and/or entitled to conduct business. You acknowledge and agree that the Company may suspend or terminate, at any time and without prior notice, your User Account and your use of the Platform and to access and use the Services through the Platform.

You may not use the Platform at any place or in any manner that would violate any laws or regulations. Any offer of any feature, product or service is void where prohibited by a jurisdiction through its laws, regulations and financial authority. The Services are offered and available to persons who are residing in Switzerland and/or in any other member state of the European Union, subject to compliance with laws applicable in the EU and/or in any EU member state. This availability of the Platform in a country may be from time to time amended to include more countries or to exclude any countries.

10. US citizens and Sanctions list

The Platform cannot be used by persons who are resident or citizen of the United States and by persons who are on any trade or economic sanctions lists, such as, but not limited to US-, EU-, CH- or United Nations Security Council Sanctions List.

In the event that you or the legal entity on behalf of whom you act is placed on an economic or trade sanctions list, the Company shall immediately freeze your User Account until further notice on the procedure which will be carried out internally.

11. Politically exposed persons

You must promptly notify the Company if you are or have become a Politically Exposed Person within the thresholds of the applicable Law or if you have a relative that is or has become a Politically Exposed Person within the thresholds of the applicable Law.

12. Lost access

Any loss or compromise of your electronic device or security details may result in unauthorized access to the Platform by Third-Parties. You hereby agree to consider your access credentials as confidential.
information and You understand to not disclose such information to a Third-Party. If you lose access to your User Account, we will be able under certain conditions to revert your User Account. The procedures outlined in the “Forgot Your Password” toggle will need to be followed by you in order to regain access to the User Account. You shall be solely responsible in the event of hack of your email address and unauthorized access to your User account as a result of a recovery of your password to your hacked email address.

13. **KYC & AML**

After setting up a User Account, You can access the Platform. If You want to use the Services, you need to pass a procedure to establish your identification and to verify your identification (hereinafter referred to as “KYC Process”). In order to comply with KYC and AML checks, the Company may require additional information and Personal Data in order to verify your identity and assess the business risk. Each User must carry out the KYC Process at least once.

The list of information, Personal Data and/or documents which are requested by the Company in order to fulfill the KYC Process may be amended by YouHodler depending on any new regulatory requirements applicable to the Company. The Company, at its sole discretion, reserves the right to request to Users additional information, Personal Data or documents. The minimum Personal Data which you must provide in order to be able to use the Services available on the Platform are listed in the Privacy Notice.

The Company may impose limitations on the Services offered to the User based on the Suitability Process which is undergone by the User. The Company shall not be held liable for any losses or damages resulting from the limitation of the Services which are offered to the User. On the basis of the Suitability Process, more information or documentation (such as copy of ID or Passport, proof of residency, source of wealth, etc.) would be required depending on factors which determine the usage of the Platform.

Such factors include, but are not limited to the amount subject to the Credit Facility and the choice of Loan Package. The Company may also request additional information, Personal Data and/or documentation when deemed necessary to clarify any doubts relating to your identity, the purpose of the Credit Facility or usage of your User Account and/or related to any other topic.

You accept that the Company may request further information, Personal Data and documents and that by not providing these documents, Personal Data or information, you hereby consent the Company to take any action which it deems appropriate, including preventing you from using the Platform.

The Company reserves its right to reject your User Account registration or to later close your User Account, if you do not provide us with accurate, complete and satisfactory information, Personal Data or documents.

You must provide the Company with all documents and information and Personal Data promptly and with accuracy. You accept that delays from your side to provide documents and/or information may delay the approval of your User Account registration.

The Company may unilaterally accept or reject potential Users in accordance with its own internal rules (in particular these Terms, the Privacy Notice and the AML Policy), the relevant legislations, as well as international obligations resulting from AML laws, policies regulations and guidelines and/or SRO guidelines or policies.

You shall not hold the Company liable for any losses or damages which result in the rejection or closing of your User Account and/or breach of your obligations under AML laws, regulations, AML Policy and guidelines.

14. **Confidentiality of User Account**

If you create a User Account, you are solely responsible for maintaining the confidentiality of your username and password and/or recovery phrase or code and are responsible for all activities that occur in relation to your User Account.
The Company will not be liable for any loss or damage from your failure to maintain the security of your User Account and password(s). You may not disclose your password(s) to any Third-Party (other than Third-Parties authorized by you to use your User Account) and you are solely responsible for any use of or action taken under your password through the Platform.

15. **Non-Circumvention**

By using the Platform, you take the full commitment and warrant that you will not:

a. use the information, material and content available on the Platform for competing, directly or indirectly, with the Company;

b. manipulate the Company’s billing process in order to appropriate fees owed to the Company;

c. re-sell, deep-link, use, copy, monitor (e.g. scrape), display, download or reproduce any content or information, software; Personal Data or Services available on the Platform for any commercial or competitive activity or purpose;

d. use any robot, spider, web scraper, other automated device, or manual process to monitor, extract or copy any content from the Company.

In the event of breaching this Section, you may be irrevocably banned from using the Services and/or accessing to the Platform in such instance, the Company reserves to claim for damages and/or to request injunctions. This Section shall not be enforced in the event that the Company has given prior written consent to not render this Section applicable. The prior written consent may be manifested in the form of a written agreement.

16. **Taxes**

You are aware and accept that we do not provide any legal or tax advice. You are responsible for your compliance with any tax laws, regulations and guidelines which affect the activity which you carry out through the Platform. We are not responsible for the verification of your taxation/fiscal integrity. If you are unaware of your fiscal obligations, if need be, you will seek the advice of a lawyer or tax expert. You should carefully read the Risks related to Taxation.

17. **Risk disclosure**

By using the Platform, You acknowledge and understand the purpose, risks and complexity of Cryptocurrencies and any systems based on DLT, how their storage is carried out and how they are transmitted and their full framework are significant and sufficient, and You shall assume responsibility for any of the risks listed in these Terms and any other risks, assumptions and decisions involved. You warrant that you shall not hold the Company liable for any damages or losses which may arise from the consequences or effects of the risks outlined in this Section. Such risks may affect the Market Value of the Collateral and, consequently, the Price Down Limit.

a. **Volatility Risks and Financial Losses**

You acknowledge and understand the purpose and complexity of Cryptocurrencies markets including any systems based on DLT, how their storage is carried out and how they are transmitted and how its full framework are significant and sufficient, and you assume responsibility for any of the risks listed in these Terms and any other risks, assumptions and decisions involved.

You should ensure that you have appropriate financial resources prior to providing the Collateral and when making use of the Conversion Services, and that you have the ability to bear any losses that may arise from your activity on the Platform. You should not rely on being able to generate profits in order to pay down or relinquish any credit or financing you might have entered into. You acknowledge that the Company does not provide any financial advice or any form of advice in relation to your interaction with the service.
You are also aware that the general market of Cryptocurrencies may be highly volatile. Such volatility could be caused not only by the Company's operational performance or other events involving the Company and/or its Users, or competitors, but also by changes in general conditions in the economy or the financial markets, and the Fintech industry in particular.

As a result of such fluctuations, you are also aware that the Cryptocurrencies which you place as Collateral and the Cryptocurrencies which you may acquire from the Conversion Services may not retain the same market price or increase in market price and important losses may be incurred.

The market price of Cryptocurrencies and the Fiat Currencies which are granted in the Loan Packages and/or which are pledged as Collateral are subject to various factors of price volatility which include, but are not limited to: (i) actual or anticipated fluctuations in the financial condition of the market; (ii) market expectations for their financial performance; (iii) the perception of the success and impact of Cryptocurrencies and/or Fiat Currencies; (iv) the entrance of new individuals within the market, who may enter through other mediums and not necessarily from the Platform; (v) new Cryptocurrencies in the markets; (vi) actual or anticipated sales of the Cryptocurrencies and/or Fiat Currencies; (vii) the lack of liquidity of the market for Cryptocurrencies and/or Fiat Currencies; (viii) general market and economic conditions; (ix) confidence in the Fintech industry and/or in DLT and/or in Cryptocurrencies; (x) expiration of any lock-up undertakings related to the Cryptocurrencies offered on Third-Party Service Providers where Conversion Services occurs; (xi) announcements of developments related to the Company's business; (xii) local market conditions for Fiat Currencies; (xiii) the absence of secondary market or demand or supply for/of Cryptocurrencies (x) market making and (x) possible market manipulation carried out by other issuers.

The Company does not provide, nor can it control, the prices and value for the Cryptocurrencies and/or Fiat Currencies. The market price of the Cryptocurrencies and/or Fiat Currencies is influenced by a broad array of factors and can change rapidly and unexpectedly, meaning the value of those Cryptocurrencies and/or Fiat Currencies, and your related losses, can also change rapidly and unexpectedly. Amongst other things, prices of Cryptocurrencies and/or Fiat Currencies can be subject to gapping (where the price of the Cryptocurrencies and/or Fiat Currencies opens significantly above or below the previous day's closing price) and slippage (where the price an Cryptocurrencies and/or Fiat Currencies is executed at is different to the price to that was quoted at the time of the conclusion of the Loan Agreement and/or at the time of Maturity), especially in periods of market volatility.

Price and volume fluctuations are often experienced with regards to Cryptocurrencies and/or Fiat Currencies. Such fluctuations as well as the economic situation of the financial markets may have a significant negative effect on the value of Cryptocurrencies and/or Fiat Currencies, regardless of the operating results and the financial position of the Company. Fluctuations in the Market Value of Cryptocurrencies and/or Fiat Currencies may result in a negative impact on the Loan Packages and shall be at your sole risk.

You are also aware that the prices will depend on the prices presented on the cryptocurrency exchange where the Company Executes the Orders on your behalf. You are aware that the prices can from time to time change and from Exchange to Exchange.

b. Risks related Cryptocurrency exchanges and Fiat Currency exchanges from which the Market Value is calculated

The Company cannot ensure that an active and liquid market for Cryptocurrencies will remain in place and that the value for both Cryptocurrencies and/or Fiat Currencies will not decline, thereby affecting the Credit Facility, the Collateral value and/or the Conversion Services. The liquidity of the market and the Third-party Service Providers used to finalize the Conversion Services will depend upon the number of purchasers and sellers, the market for similar instruments, the market capitation of the Cryptocurrencies and the availability of the Fiat Currencies and other factors beyond the Company's control.

By using the Platform, you acknowledge and understand the purpose and complexity of Cryptocurrencies. You also acknowledge and understand that any systems based on DLT, how their
storage is carried out and how they are transmitted as well as the full framework are significant and sufficient and that the tradability of Cryptocurrencies/Fiat Currencies for must occur through the Third-Party Service Providers for the purpose of the Conversion Services.

You shall be responsible for the interpretation which results in entering a Loan Agreement. As a consequence, there can be no assurance (i) that an active and liquid market for the Cryptocurrencies pledged as Collateral will continue after the execution of the Loan Agreement and/or at Maturity, or that (ii) that the Market Value of the Cryptocurrencies placed as Collateral or obtained as a Loan will not decline below the Market Value after the execution of the Loan Agreement and/or at Maturity.

In the event of fork, bankruptcy of the issuer or, for any reason, absence of value of the Cryptocurrencies pledged as Collateral, the Company reserves the right to claim for another Collateral to the User.

The price of the Cryptocurrencies and Fiat Currencies for the purpose of the Conversion Services exhibited on the Platform will depend upon several factors which are beyond the Company’s control. These factors include, but are not limited to: market expectation of Cryptocurrency’s or Fiat Currencies performance or financial condition; fluctuations in the financial positions or operating results; general market and economic conditions; announcements by foundations or companies have launched the Cryptocurrencies, their business, their customers and their suppliers and any other secondary markets.

Developments in, and changes to recommendations by analysts regarding the Cryptocurrencies and/or Fiat Currencies market may also affect the price or Market Value of Cryptocurrencies and/or Fiat Currencies. Any such market fluctuations may adversely affect the price or Market Value of Cryptocurrencies and/or Fiat Currencies. It is unclear, according to the current state of the law and case law, whether and to which extent the transfer of Cryptocurrencies will be treated under the law of the country from where the Cryptocurrency is launched.

Third-Party Service Providers, where Conversion Services are Executed, are entirely digital and, as with any virtual system, are at risk from hackers, malware and operational glitches. Even though Third-Party Service Providers take various steps to reserve the security, Cryptocurrencies which is held in wallets provided by such exchanges remain vulnerable to hacking. If a thief gains access to one or more wallets (i.e. by stealing the private encryption key to the wallets), he/she could transfer the stolen Cryptocurrencies to another account. Due to the fact that Cryptocurrency transactions are irreversible, the User accepts that this is a persistent risk.

The Company cannot give any assurance that the Cryptocurrencies which are available on the Third-Party Service Providers are either originating or have not been mined within a country which is sanctioned or black-listed by FATF or if the origins of the Assets with which the Cryptocurrencies were initially purchased before being available on the Third-Party Service Providers are illicit Assets which originate from money laundering. The User cannot hold the Company liable for any losses or damages which may arise from any proceedings against the User who owns Cryptocurrencies which either originate from sanctioned or black-listed countries or which were purchased using illicit Assets before being made available on the Third-Party Service Providers.

c. **Liquidity Risks**

For the purpose of the Conversion Services, the Fiat Currencies and the Cryptocurrencies made available on the Exchanges which are available at Third-Party Service Providers are all admitted to trading. Although, it is not guaranteed that there will be enough demand to carry out the Orders. In some circumstances, such as instances of market volatility or where any Exchange has been suspended or otherwise restricted, it could also not be possible to carry out the Orders on the Platform. The Company does not give any warranty to support any Fiat Currency or Cryptocurrency.

d. **Cyber security attacks**

The Company cannot warrant that there will be no threats or security risks or hacks to the Platform or the User accounts or Wallets, the software / source code underlying the Platform, the servers within
the Company which operate the Platform. The Company cannot warrant that there will not be interruptions to the Service due to failures of exchanges where the Conversion is carried out.

The Company cannot warrant that there will not be interruptions to the Services due to system failures which by Third-Party Service Providers and due to any liquidity providers which are interfaced with the Platform.

Code cracking or technical advances such as the development of quantum computers, could present a risk for all DLT based businesses / platforms. This could result in the theft, loss, disappearance, destruction or devaluation of Cryptocurrencies. The source code underlying the Platform and the source code underlying the Cryptocurrency could be updated, amended, altered or modified from time to time. There can be no guarantee that such update, amendment, alteration or modification will not adversely affect the functionality of the Cryptocurrency. You accept that you shall not hold the Company liable for any hacks, decrypting, decoding or code cracking which can result in the loss of Cryptocurrencies.

The Company exercises its best efforts to have a secure Platform with adequate standards of protection against malware, virus and hacks amongst other security hazards which can be suffered by the Platform. You understand that the Company is not liable for any theft which may occur from any hacks, malware or viruses.

Changes to the protocol that govern the DLT underlying the Cryptocurrencies may result in the development of parallel chains (so-called "hard forks") when some of the nodes that are validating transactions on the basis of the old version of the protocol, while other nodes are validating transactions on the basis of the new protocol.

The Company may freeze the Cryptocurrencies which are affected by this change in technology until the Company has decided as to which version of the protocol it will support. The Company may choose not to allow or to terminate with immediate effect Credit Facilities for a Cryptocurrency which underwent a hard fork.

In the event of such a freeze, the User will not be able to benefit from any Service related to this Cryptocurrency. Such a freeze may occur immediately after the hard fork has started to take effect. This could lead to significant uncertainties as to the price of Cryptocurrencies which has been transferred immediately before the freeze has been implemented. Hackers or other groups or organizations may also attempt to interfere with wallets through Sybil attacks, phishing, spoofing, smurfing, malware attacks or consensus-based attacks.

The Company does not own or control the underlying software protocols which govern the operation of Cryptocurrencies available for trading on our platform. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. The Company is not responsible for operation of the underlying protocols and makes no guarantee of their functionality, security, or availability.

Since blockchain is an independent public peer-to-peer network and is not controlled in any way or manner, the Company is not responsible for any failure and/or mistake and/or error and/or breach which shall occur in blockchain or in any other networks in which the Cryptocurrencies are being issued and/or traded.

Also, by using the Platform, you hereby understand and acknowledge that any assets that you place on your user account could be temporarily held with a third-party service provider. By using the App, you hereby understand and acknowledge that your assets could be at a risk because of hacks or security risks of the platform, exchanges or third-party services, which could result in a theft or loss of your assets.

E. Legal Risks
Generally, the regulation related to the operation of the Platform, as well as the regulation of Cryptocurrencies, is undeveloped and likely to rapidly evolve. These foregoing regulations can also vary significantly among international jurisdictions. Such regulations are therefore subject to significant uncertainty.

To the extent that a domestic government or quasi-governmental agency exerts regulatory authority, a Cryptocurrency may be materially and adversely affected. Cryptocurrencies also face an uncertain regulatory landscape in many jurisdictions. Various jurisdictions may, soon, adopt laws, regulations or directives that affect Cryptocurrencies.

Such laws, regulations or directives may conflict with the Company's current understanding of the legal landscape or may directly and negatively impact the Services and the Market Value of the Cryptocurrencies as well as the Collateral. The effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development and growth of the Company.

New or changing laws and regulations or interpretations of existing laws and regulations in various jurisdictions may materially and adversely impact the value of the Cryptocurrency, the liquidity of the Cryptocurrencies, the ability to access marketplaces or exchanges on which to trade the Cryptocurrencies, and the structure, rights and transferability of Cryptocurrencies or exchanges.

The Company does not exclude the possibility that the Fiat Currencies and/or Cryptocurrencies are returned back to your External Wallet or bank Account. Third-Party Service Providers have their own internal anti-money laundering policies and procedures which are applicable to any Fiat Currencies and/or Cryptocurrencies which are available on your User Account.

Therefore, even though these Fiat Currencies and Cryptocurrencies are accepted through the Platform subject to YouHodler’s AML Policy, you are also aware that there is the possibility that Fiat Currencies and Cryptocurrencies might be refused by the Third-Party Service Providers.

f. Reputational risks

A reputational risk related to Cryptocurrencies due to the wrongful behavior of some actors in this field cannot be excluded by the Company. The materialization of such risk may have a negative impact on the value of Cryptocurrencies available on the Platform.

g. Misrepresentation Risks

Cryptocurrencies which are launched on an exchange are usually supported by a white paper, investment memorandum and/or prospectus, depending on whether the Cryptocurrency is considered to be a Payment token, an Asset token or Utility token. The content of the white paper or the prospectus is the responsibility of the entity or foundation which issues the Cryptocurrency.

The Company does not assume responsibility for information within the white paper, investment memorandum or prospectus which explains the purposes, scope or intent of a Third-Party when launching a Cryptocurrency. If the Cryptocurrency is available on the Platform (which is not the case of Asset tokens), the User accepts and warrants that he/she will not hold the Company liable for any misrepresentation of information or inaccuracies which are present in the white paper, investment memorandum or prospectus of the said Cryptocurrency.

h. Taxation Risks

You are solely responsible for complying with all applicable laws related to your use of the Platform, including without limitation any reporting obligations and payment of all applicable taxes. You will determine what, if any, taxes apply (if any) to your use of the Services, and it is your responsibility to report and remit the correct taxes to the appropriate tax authority.

We strongly recommend you to consult a personal, professional tax advisor on a regular basis who can assist you in the correct assessment. Each User should consult with and rely upon the advice of
its own professional tax advisors with respect to the tax treatment of Cryptocurrencies and/or Fiat Currencies.

i. Insolvency Risks

You hereby confirm and warrant to the Company that the Credit Facility will not put you in a situation where you would risk an insolvency or a seizure from your assets, including the Collateral you pledged. If this is the case, you shall refrain from entering into the Loan Agreement.

18. Services provided “as is” and release of claims

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, IN RELATION TO THE SERVICES AND/OR THE PLATFORM.

IN ADDITION, THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR THE PLATFORM, OR THAT THE SERVICES OR THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE. THE COMPANY DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THE SERVICES CARRIED OUT FOR AND/OR ON BEHALF OF THE USER. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES AND ORDERS CARRIED OUT ON YOUR BEHALF REMAINS SOLELY WITH YOU.

YOU AGREE THAT NEITHER THE COMPANY NOR ITS AFFILIATES IS/ARE RESPONSIBLE FOR THE FITNESS OR CONDUCT OF ANY USER, FOR ANY THIRD-PARTY SERVICE PROVIDED OR FOR ANY SERVICE PROVIDED OR FOR THE ORDERS WHICH ARE EXECUTED ON YOUR BEHALF AND BASED ON YOUR USE OF THE CONVERSION SERVICES. NEITHER THE COMPANY NOR ITS AFFILIATES WILL BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH THE ACTS OR OMISSIONS OF ANY USER OR SERVICE AVAILABLE ON THE PLATFORM.

YOU AGREE NOT TO HOLD THE COMPANY LIABLE FOR ANY LOSSES RESULTING FROM MAKING ANY CRYPTOCURRENCIES AVAILABLE ON THE PLATFORM FOR THE CONVERSION SERVICES. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT WHETHER THE CRYPTOCURRENCIES AVAILABLE ON THE PLATFORM ARE NO LONGER TRADED BY THIRD PARTY SERVICE PROVIDER.

Any warranty, condition or other term arising out of or in connection with the Services which might otherwise be implied into or incorporated into these Terms by statute, common law, laws applicable in the country where the Services are used or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded.

If you have a dispute with one or more User(s), you agree to release the Company (including our affiliates, and each of its respective officers, directors, employees, agents, shareholders, retail partners, licensors, and suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including without limitation attorneys', experts' and courts' fees and expenses), arising out of or in any way connected to such disputes.

19. Downtime

Since most of the Services are web-based, they might be subject to temporary downtime. From time to time, we also update or maintain the Platform, which will result in the Platform not being available for a certain period of time. We do not warrant that the Platform operate uninterrupted or error free. We are not responsible for any damages or losses suffered by you as a result of any failure or interruption of the Platform, suspension of your access to the Platform, including any damage occurring as a direct or indirect result of a failure to grant a Credit Facility.
20. **User Responsible to Update**

You acknowledge that when we perform an update to the Application, You would be required or asked to update the version of the Application which is available on your device. We strongly recommend you to perform these updates immediately due to the fact that these updates might contain security patches, new services or availabilities which are not available on older versions. We are not responsible for any damages or losses suffered by you as a result of your failure to perform an update of the Application.

21. **Limitation of Liability**

These Terms set out the full extent of our obligations and liabilities with respect to the Services and the provision of the Platform.

THE COMPANY CANNOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR INACCURATE OR MISLEADING OR IN ANY OTHER MANNER DECEPTIVE INFORMATION WHICH IS NOT PROVIDED DIRECTLY BY THE COMPANY ON THE PLATFORM.

THE COMPANY CANNOT BE HELD RESPONSIBLE OR LIABLE FOR ANY ERRORS (INCLUDING MANIFEST AND TYPOGRAPHICAL ERRORS), ANY INTERRUPTIONS (WHETHER DUE TO ANY (TEMPORARY AND/OR PARTIAL) BREAKDOWN, REPAIR, UPGRADE OR MAINTENANCE OF THE SERVICES) OR OTHERWISE, INACCURATE, MISLEADING OR UNTRUE INFORMATION OR NON-DELIVERY OF INFORMATION. EACH USER REMAINS RESPONSIBLE AT ALL TIMES FOR THE ACCURACY, COMPLETENESS AND CORRECTNESS OF THE (DESCRIPTIVE) INFORMATION (INCLUDING, AVAILABILITY AND ANY PERSONAL DATA OR OTHER INFORMATION) DISPLAYED ON THE PLATFORM AND/OR THROUGH THE USER ACCOUNT.

YOU HEREBY IRREVOCABLY RELEASE THE COMPANY (INCLUDING ITS AFFILIATES, AND EACH OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, RETAIL PARTNERS, LICENSORS AND SUPPLIERS) FROM ANY DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES) OF EVERY KIND OR NATURE, SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING OUT OF YOUR Interaction WITH THE PLATFORM OR THE SERVICES AND/OR MISLEADING INFORMATION.

TO THE EXTENT PERMITTED BY LAW, THE COMPANY HEREBY EXCLUDES: (I) ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY; AND (II) ANY LIABILITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PERSONAL DATA, LOSS OF PROGRAMS, LOSS OF INCOME OR REVENUE, LOSS OF BUSINESS, LOSS OF PROFITS OR CONTRACTS, LOSS OF ANTICIPATED SAVINGS, LOSS OF CRYPTOCURRENCIES, LOSS OF FIAT CURRENCIESLOSS OF GOODWILL, CLIENT INSATISFACTION, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY/THROUGH THE SERVICES, SERVICE INTERRUPTIONS, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, INCURRED BY ANY USER OR THIRD-PARTY IN CONNECTION WITH THE PLATFORM OR THESE TERMS.

THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF THE PLATFORM. THE COMPANY WILL NOT BE LIABLE FOR THE QUALITY AND OUTLOOK OF THE PLATFORM. THE COMPANY WILL NOT BE LIABLE FOR THE NON-COMPLIANCE OF THE USER WITH ANY LAWS GOVERNING HIS/HER ACTIVITY ON THE PLATFORM NOR WITH ANY SANCTION RESULTING FROM SUCH NON-COMPLIANCE.

THE COMPANY WILL NOT BE LIABLE IN ANY WAY IF THE SERVICES MADE AVAILABLE ON THE PLATFORM ARE NOT AVAILABLE FOR USE. THE COMPANY WILL NOT BE LIABLE FOR ANY ADVERTISEMENT MADE IN RELATION TO THE SERVICES MADE AVAILABLE ON OR THROUGH THE PLATFORM AND/OR ANY THIRD-PARTY’S WEBSITE.
THE COMPANY IS NOT LIABLE FOR (PARTIAL) INTERRUPTIONS TO AND DOWNTIME OF THE SERVICES DUE TO REPAIR, MAINTENANCE OR UPDATE WORK OR FOR OTHER REASONS THAT IT CANNOT DIRECTLY CONTROL OR THAT ONLY IMPEDE USE OF THE SERVICES TO A NEGLIGIBLE EXTENT. THIS PROVISION APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THE COMPANY IS NOT LIABLE FOR THE CONTENT OF THIRD-PARTY SERVICE PROVIDER WEBSITE AND THIRD-PARTY SERVICE PROVIDER TERMS AND CONDITIONS, POLICIES, AS WELL AS THEIR CONTENT UNDER NO CIRCUMSTANCES THE COMPANY WILL BE HELD LIABLE FOR THE APPLICATION (OR NON-APPLICATION) OF THE TERMS AND CONDITIONS AND POLICIES OF A THIRD-PARTY, EVEN IF THE PLATFORM CONTAINS A LINK TO THESE TERMS AND CONDITIONS AND POLICIES AND/OR TO THE THIRD-PARTY WEBSITE.

IN ANY EVENT, THE COMPANY, (INCLUDING ITS AFFILIATES, AND EACH OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, RETAIL PARTNERS, LICENSORS AND SUPPLIERS), WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE SERVICES, WHETHER IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, MORE THAN THE VALUE OF THE COLLATERAL PLEDGED FOR THE CREDIT FACILITY.

THE USER IS RESPONSIBLE FOR THE REMITTANCE, COLLECTION, WITHHOLDING OR PAYMENT OF THE RELEVANT TAXES DUE ON CRYPTOCURRENCIES TO THE RELEVANT TAX AUTHORITIES. YOU UNDERSTAND AND AGREE THAT BY FILING ANY CLAIM MORE THAN THIRTY (30) AFTER THE DISCOVERY OF THE ALLEGED LIABILITY, YOU WILL BE DEEMED TO HAVE FORFEITED YOUR RIGHTS. ANY SUCH CLAIM SHALL BE TIME-BARRED.

22. FORCE MAJEURE

The Company cannot accept responsibility for any damage, loss, delay, or inconvenience caused to the User by circumstances beyond its reasonable control, in particular in case of a Force majeure Event. We reserve the right to cancel any Loan Agreement affected by Force majeure Event without any obligation to indemnify Users or to return their Collateral.

23. Indemnification

You agree to defend, indemnify and hold harmless the Company including its affiliates and each of their respective shareholders, officers, directors, employees, agents (each hereinafter referred to as an "Indemnified Party") from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys', experts' and courts' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from your unauthorized use of the Platform or from any breach by you of these Terms, including without limitation any actual or alleged violation of any law, rule or regulation.

24. Links

Links on the Platform to other companies' (Third-Party Service Providers') websites, are solely provided in the User's interest. The Company has no influence on the content of Third-Party Service Providers' websites, as well as Third-Party website. The Company therefore cannot assume any guarantee for the accuracy, completeness or safety of this Third-Party content.

25. ELECTRONIC COMMUNICATIONS

When you use the Services, or send emails to the Company, you are communicating with us electronically. When sending us emails, you need to use your correct email address. The Company is not responsible or liable for any wrong or misspelt email address or inaccurate or wrong Personal Data submitted to the Company.

By using the Platform, you agree to receive electronically any communications related to your use of the Services and/or the Platform, including any emails, promotional content, including any offers by the
Company regarding the use of the Platform and/or push-notifications. We will communicate with you by email or by posting notices on the Platform.

You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide using the Services for your User Account.

26. INTELLECTUAL PROPERTY RIGHTS

The Company reserves all rights, titles and interest in its and any possible affiliates’ Intellectual Property Rights in and to the Platform and the Services, the Company name, and the domain names of its Website.

Intellectual Property Rights and all other proprietary rights in relation to the content available on or through the Platform (including but not limited to the software, mobile software, algorithms, codes, audio, video, text, animations, files, photographs designs, graphics, layouts, images, video, information and their selection and arrangement for the Platform, but excluding all content of Third-Party Service Provider, APIs and software) is the sole ownership of the Company.

Any use of the content of the Website and/or the Application, including but not limited to the distribution, reproduction, modification, the making available, the communication to the public, publicly perform, frame, download, display or transmission, in whole or in part, without the prior written consent of the Company is strictly prohibited.

You may not derive or attempt to derive the source code and/or the object code of all or any portion of the software or mobile software (hereinafter referred to as “Software”), permit any Third-Party to derive or attempt to derive such source code and/or object code, or reverse engineer, decompile, disassemble, or translate the Software or any part thereof.

27. Entire Agreement & Severability

These Terms, Specific Terms for Lending Services, Specific Terms for Conversion Services, the Execution-Only Agreement and the Privacy Notice and the applicable policies, subject to any amendments, shall constitute the entire agreement between you and the Company with respect to the Services available on the Platform. If any provision of these Terms or Privacy Notice is found to be invalid by a court or competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

28. Termination

You may terminate your User Account and stop using the Services at any time and without notice to the Company or court order. The Company may terminate or suspend your User Account, your Loan Agreement and/or your ability to use the Service, in whole or in part, in the event that (i) you violate these Terms or violate any other rules that govern the use of the Services, including the Privacy Notice and any other terms and conditions and policies, (ii) your conduct may harm the Company, Users or Third-Party or cause the Company, the other User or any other Third-Party to incur liability, (iii) your User Account has used for or suspected to be used for illegal, fraudulent or malicious activities, (iv) the Company receives a freezing order, stop order, directive, or any form of order from any judicial body, national authority or governmental authority or governmental agency which is directed towards any User Account registered under your name or (iv) as otherwise determined by the Company in its sole discretion.

The Company may modify and adapt the Services and other items used or contained in the Service, at any time. In any case, the Company reserves the right to terminate Service of anyone at any time without notice for any reason. Your access to, use of, or participation in the Service, including any content therein, may be prevented by the Company at any time after your termination of your User Account.
Notwithstanding such termination, you agree that you will continue to be subject to the obligations which, by their nature, survive such termination, including the obligations relating to Intellectual Property Rights and conservation of certain information for a certain period of time.

29. Reservation of Rights

The Company retains the right to, in its sole discretion, immediately terminate any User Account prevent or restrict access to the Services or take any other action to restrict access to the Platform. The Company reserves the right and has absolute discretion but not as an obligation, to remove, screen or edit any content that breaches these provisions or is otherwise objectionable. The Company reserves the right to refuse or terminate a User Account if the User is otherwise making inappropriate use of the Company's domain name.

The Company reserves the right to initiate legal proceedings against any User and/or Third-Party for fraudulent use of the Services, the Platform and any other unlawful acts or acts or omissions in breach of these Terms and/or the applicable laws.

30. No Waiver

The Company’s failure to enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

31. Assignment

You may not assign any of your rights, licenses, or obligations under these Terms, Specific Terms for Lending Services, Specific Terms for Conversion Services, the Execution-Only Agreement and/or the Privacy Notice. Any such attempt at assignment by you shall be void. The Company may assign its rights, licenses, and obligations under these Terms Specific Terms for Lending Services, Specific Terms for Conversion Services, the Execution-Only Agreement and/or the Privacy Notice without limitation.

32. English version

If there is an inconsistency between any of the provisions of this English language version and a translated version of these Terms, Specific Terms for Lending Services, Specific Terms for Conversion Services, the Execution-Only Agreement and/or the Privacy Notice, the provisions of this English language version shall prevail. Any translated versions of the Terms or the Privacy Notice or the policies shall be for convenience only.

33. Mediation

The Company is affiliated to Financial Services Ombudsman (FINSOM; http://www.finsom.ch).

For any dispute or claim with respect to this Agreement and/or the Terms, Uses are entitled to file a mediation request to FINSOM, Avenue de la Gare 45, 1920 Martigny, Switzerland.
A mediation request is permissible at any time if:

1. It was submitted in accordance with FINSOM’s rules of procedure or using the form provided by FINSOM.
2. The client credibly proves that they previously informed the company of their point of view and attempted to reach an agreement.
3. It is not obviously vexatious.
4. Mediation proceedings have not already been conducted in the same matter.
5. The case is not being or has not been dealt with by a conciliation authority or by a court, court of arbitration or administrative authority.

The Company is also affiliated with the Blockchain Association which has seats in London and Hong Kong. The mediation procedure offered by the Blockchain Association is optional and is distinct from the mediation procedure offered by FINSOM.

34. Governing Law and Jurisdiction

The Terms, Specific Terms for Lending Services, Specific Terms for Conversion Services, the Execution-Only Agreement and the Privacy Notice as well as the use of the Platform and the Services shall be governed by the laws of Switzerland. Any dispute regarding these Terms shall be subject to the exclusive jurisdiction of the courts of Lausanne, Switzerland.

35. Privacy Notice

Any Personal Data which will be provided to the Company will be used in accordance with the Privacy Notice, the terms of which are hereby incorporated into these Terms.

36. Contact

In the event that you have any queries regarding these Terms, Specific Terms for Lending Services, Specific Terms for Conversion Services, the Execution-Only Agreement and the Privacy Notice and/or the Platform and/or the Services available therein, do not hesitate to contact support@youhodler.com.
Annex 1

Annex 1 – Definitions

For the purposes of these Terms, the capitalized terms shall have the following definitions:

**Affiliate Company**
refers to Naumard Ltd, a company based in Cyprus with a registered address Arch Makariou III, 172, Melford Tower, 3027 Limassol, Cyprus.

**Application**
refers to the YouHodler mobile application which is available on Android and iOS and within which the Platform is available.

**AML**
refers to laws on Combating Money Laundering and Terrorist Financing.

**AML Policy**
refers to the internal policy of YouHodler which outlines the procedures related to AML.

**Asset(s)**
means either Fiat currencies or Cryptocurrencies.

**Asset Token(s)**
refers to the tokens that are analogous to equities, securities, bonds or derivatives. These tokens enable underlying physical assets to be traded using distributed ledger technology also fall into this category.

**Bank Account**
means an account opened by a regulated bank, financial institution or custodian.

**Collateral**
means the pledge in Cryptocurrency which the User shall transfer to the Company in accordance with Art. 884 ff of the Swiss Civil Code (CC) in order to be granted the Credit Facility. For the purpose of these Terms, the Collateral shall be the amount of Cryptocurrencies which are transferred by the User to the Company when the Credit Facility is granted to the User in accordance with the Lending Services.

**Company**
means YouHodler SA, a company duly registered in Switzerland with company registration number CHE-336.197.657, with a registered address at Rue de Valentin 1, 1004 Lausanne.

**Confidential Information**
means information, idea, concept, material or any other Company’s data, not yet entered into the public domain, whether it has been communicated orally or in writing, including but not limited to all information regarding the Company’s business, concept or business model, all trade secret, all price lists and User’s data, including and in particular the Transaction.

**Credit Facility(-ies)**
refers to the amount, in one of the Fiat Currencies, in Stable Coins or in Cryptocurrencies depending on the choice of the User which shall be credited to the User upon concluding the Loan Agreement.

**Cryptocurrency(-ies)**
means a digital currency in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently of a central bank by using DLT.

**Conversion Services**
means conversion services which allow for Orders to be received and transmitted to Exchanges for fiat to crypto or crypto to fiat conversion purposes.
**Cryptocurrencies wallet(s) or Wallet** for the purpose of the Lending Services refers to the part of the User Account in which the Collateral is transferred and assigned in order to guarantee the Credit Facility and the Interest the User receives from the Company by concluding a Loan Agreement pledged by a Collateral

for the purposes of the Conversion Services, the part of the User Account where the Cryptocurrencies belonging to the User are placed for the purpose of using the Conversion Services or where the Cryptocurrencies belonging to the User are placed.

**Collateral Value** means the value of the Collateral at the time when the User decides to take a Credit Facility from the Company.

**Designated Payment Method** refers to designate one or more external Bank Accounts or credit card details which is required for the transfer of Fiat Currencies onto the User Account.

**DLT** refers to Distributed Ledger Technology.

**“Execution of” or “Execute” or “Executed” or “Executing”** means the receipt and transmission of Orders on behalf of Users as indicated in the Specific Terms for Conversion Services and/or the Execution-only Agreement.

**Execution-only Agreement** shall mean the Execution-only Agreement entered into between Users and the Company for the purpose of allowing the latter to operate Conversion Services on behalf of Users.

**Exchange** means a centralized or decentralized cryptocurrency exchange platform interfaced with the Platform or the App.

**External Wallet** means a Cryptocurrency wallet to which a User may elect to send Cryptocurrencies or from which a User transfers or receives Cryptocurrencies.

**Fiat Currency(-ies)** means a centralized issued currency which is not backed by a physical commodity and for the purpose of the Platform, shall include Euro (EUR), US Dollar (USD), Swiss Francs (CHF), British Pound (GBP).

**Force majeure Event(s)** means any event which is neither foreseeable nor objectively attributable to the Company or the User and which is objectively likely to delay the performance of obligations set out in these Terms, including but not limited to natural phenomena, government measures, acts of terrorism, demonstrations, fires, shortages, explosions, floods, epidemics, pandemics, quarantine factory blockages, satellite or telecommunication problems, Internet unavailability, strikes or other labor disputes (whether or not such disputes involve the Company's employees), accidents, plant breakdowns, impediments or delays by carriers, impossibility or delay in obtaining supplies or appropriate and necessary equipment, seizures, sequestrations or other measures taken by or on the order of an apparently competent authority and all other unpredictable events.

**Intellectual Property**
Right(s) means past, present and future copyrights, patents, registered designs, design rights, know-how or any other proprietary or industrial right, includes, without limitation, any patents, trademarks, service marks, registered designs, database rights, know-how, trade secrets, Confidential Information, trade and business names and any other similar protected rights in any country, whether registered or unregistered, as well as applications for any of the rights.

Interest(s) refers to the amount, in the same Fiat Currency as the Credit Facility, which is calculated in accordance with the Lending Services.

Interest Rate refers to the percentage rate at which the Interest is calculated the Credit Facility. The rate varies depending on the Loan Package chosen by the User.

KYC refers to the term Know-Your-Customer.

Lending Services refers to the crypto-backed lending services available on the Platform.

Loan refers to the amount made available by YouHodler to the Client on the basis and pursuant to the terms of the Credit Facility Agreement.

Loan Agreement refers to the credit facility agreement which is concluded between the User and the Company.

Loan-to-Value Rate refers to the percentage rate which shall be multiplied to the Market Value of the Cryptocurrency transferred by the User to the Company as Collateral used to calculate the amount of the Credit Facility. The Loan-to-Value Rate may be amended by the User before the conclusion of the Loan Agreement.

Loan Packages means the packages which are available on the Platform which are available for the Users.

Maturity refers to the moment when the Time Period expires and the User would have to repay the Credit Facility to the Company.

Market Value refers to the value of a given Cryptocurrency transferred as Collateral on reputable exchange platforms.

Orders refers to Conversion Services carried out the Company on behalf of the User on an execution-only basis.

Payment Tokens means tokens which are intended to be used, now or in the future, as a means of payment for acquiring goods or services or as a means of money or value transfer. Payment Tokens do not give rise to claims on their issuer.

Personal Data means any information relating to an identified or identifiable natural or legal person, an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.
Platform means the online platform which is available on the Website and/or the Application where the Services are offered by the Company.

Platform Content means the content of the Platform which includes Services and Loan Packages developed and provided by the Company.

Price Down Limit refers to the maximum limit at which the value of a Collateral may decrease. This Price Down Limit is calculated on the basis of the Market Value of the Collateral transferred by the User to the Company in order to secure a Credit Facility.

Price Down Limit Rate refers to the percentage amount taken into account by the Company to calculate the Price Down Limit.

Privacy Notice means the Privacy Notice governing the use of the Website and/or the Application.

Service(s) means the service which is provided by the Company through the operation of the Platform that are the Conversion Services and the Lending Services.

Stable coin(s) refers to Cryptocurrencies which have Fiat Currencies as their underlying asset.

SRO refers to the self-regulatory organization to which YouHodler is affiliated for the purpose of complying with its AML obligations as financial intermediary and/or financial service provider.

Suitability Process means the process put in place by the Company to carry out a due diligence and verification of the Personal data provided by Users in the course of the KYC Process and to ensure that the Services which are offered by the Company are appropriate for the User.

Third-Party(-ies) means any natural and/or legal person who is not the Company, a User or a Third-Party Service provider.

Third-Party Service Provider means the entity which has been engaged or commissioned by the Company to carry out services on its behalf.

Time Period refers to the number of days which will need to lapse before the Credit Facility reaches Maturity.

Transaction means the acquisition and/or disposal of Fiat Currencies and/or Cryptocurrencies on behalf of Users by Executing of orders which allowing for the purchase and sale of Cryptocurrencies (with the exception of Asset Tokens) which can be carried out on or through the Platform. This includes the Execution of orders allowing for the purchase of Fiat Currencies or Cryptocurrencies with Fiat Assets or Cryptocurrencies.

User(s) means any natural person acting on his/her own behalf or any natural person acting on behalf of a legal person who makes use of the Platform which is available on the Website and/or Application. The User is also referred to as “You” or “you” as well as “your” or “Your” depending on the case in these Terms, the definition User shall incorporate Swiss Users with the
exception to instances where a reference is made specifically to Swiss Users with these Terms, the Specific Terms for Lending Services and the Specific Terms for Conversion Services.

**User Account**
means the account created upon your registration with the Platform.

**Utility Tokens**
means tokens which are intended to provide access digitally to an application or service by means of a DLT infrastructure.

**Swiss User**
means a User located in or with residence in Switzerland.

**Visitor**
means an individual who visits the Website and/or Application without creating a User Account and/or using the Services.

**Website**
means the website of the Company and through which the Platform is available. The Website is available on this address: www.youhodler.com/ swiss and/or https://app.youhodler.com.