

TRADING OPERATOR PLATFORM USER AGREEMENT

THIS AGREEMENT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS THE TERMS, LIMITATIONS AND EXCLUSIONS OF YOUR USE. WE RECOMMEND YOU TO READ THIS AGREEMENT CAREFULLY BEFORE YOU BEGIN ACCESSING AND USING THE PLATFORM OR SOFTWARE (COLLECTIVELY REFERRED TO AS THE "SERVICES").

This Trading Operator Platform Terms of Service ("Agreement") is intended to set out the rights and obligations between Algoine LLC ("Algoine" or "we") and the users ("User(s)" or "you"), as a member of the website extension www.tradingoperator.com ("Site") and our mobile applications ("Application") (collectively, the "Platform").

From this point on, Algoine and User will be referred to as "Party" and "Parties," respectively.

1. GENERAL PROVISIONS

1.1 Algoine provides a platform where Users can do trading operations with using OpenAI's AI NLP models by chatting. In this regard, Algoine operates as a service provider, delivering online software service (SaaS) to Users via the Platform.

1.2 The User acknowledges and agrees that if they using the chat bot for trading on the Platform, based on their specific instructions and orders, the results and liabilities of all transactions executed by the chat bot will solely belong to the User.

1.3 Algoine reserves the right to make changes to this Agreement at any time. Such changes shall be effective upon posting on the Website and disclosure to Users as of the "Last Updated" date set forth at the beginning of this Agreement. It is the User's responsibility to periodically review the terms and conditions of this Agreement. Each time the User accesses the Services, he/she agrees and undertakes to be bound by the most current version of this Agreement. If the User does not agree to the updated or renewed version of the Agreement, he/she must terminate his/her use.

1.4 To put it simply, the Trading Operator software is a platform that enables you to trade on the stock exchange using an AI Chat Bot. You have full control over the bot and can configure it according to your preferences. The Services are compatible with specific third-party platforms and operate on the cloud.

1.5 Algoine, the provider of the Services, offers the User access to the platform and related services, provided that the User complies with the terms of this Agreement. The User agrees, represents, and undertakes that they will be responsible for any breaches of this Agreement, and will compensate Algoine for any damages incurred by Algoine as a result of the User's failure to comply with the terms of this Agreement. In such cases, Algoine reserves the right to terminate this Agreement and any other agreements made with the User, including the Services.

1.6 The User represents and warrants that their use of the Services under this Agreement complies with applicable laws and regulations. In the event that the use of the Services by the User is found to be in violation of any laws or regulations, Algoine reserves the right to restrict, suspend, or prohibit the User's access to the Services without prior notice.

1.7 As a prerequisite to accessing or utilizing the Services, you certify and guarantee the following to Algoine:

1.7.1. If you are entering into these Terms as an individual, you are legally an adult in your jurisdiction of residence and have the legal ability to agree to these Terms and be bound by them.

1.7.2. If you are entering into these Terms as an entity, you have the legal power to accept these Terms on behalf of that entity, and in this case, "you" (except as used in this paragraph) will refer to that entity.

1.7.3. If you are entering into these Terms to access the Platform or will in the future access the Platform, then you represent and warrant that you are not a US Person and are not accessing the Platform from within the United States.

1.7.4. You represent and warrant that you are not a resident, citizen, or agent of, or incorporated in, and do not have a registered office in Iran, Cuba, North Korea, Syria, Myanmar (Burma), the regions of Crimea, Donetsk, or Luhansk, or any other country or region that is the subject of comprehensive country-wide or region-wide economic sanctions by the United States (collectively, "Restricted Territories").

1.7.5. You are not a Sanctioned Person and are not the subject of economic or trade sanctions administered or enforced by any governmental 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 of the U.S. Department of the Treasury. You represent and warrant that you do not intend to engage in any transactions with any Restricted Person or Sanctioned Person.

1.7.6. You warrant and represent that you will not use any virtual private network (VPN) or other privacy or anonymization tools or techniques to evade or attempt to evade any restrictions that are applicable to the Services. Furthermore, you warrant and represent that your access to the Services does not violate any domestic or foreign laws, regulations, directives, guidelines, requirements, or any other applicable laws, including but not limited to any rules, orders, judgments, directives, or guidelines issued by any domestic or foreign federal, provincial, or state, municipal, local, or other governmental, regulatory, judicial, or administrative authority having jurisdiction over Algoine, you, the Services, or as otherwise duly enacted, enforceable by law, the common law or equity (collectively, "Applicable Laws"). Additionally, you warrant and represent that your access to the Services does not contribute to or facilitate any illegal activity.

1.8. As a prerequisite for accessing or using the Services, you acknowledge, comprehend, and consent to the following:

1.8.1. At times, for any reason, the Services may not be accessible or operational. These reasons may include, but are not limited to: (a) delays, inaccessibility, or malfunctions in equipment, technology, or other infrastructure; (b) periodic maintenance procedures or repairs performed by Algoine or any of our suppliers or contractors from time to time; (c) causes beyond Algoine's control or that Algoine could not reasonably predict; (d) disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or (e) unavailability of third-party service providers or external partners for any reason. Algoine bears no responsibility or liability for any losses or other damages that result from any of these events, without limiting any other provision of these Terms.

1.8.2. We retain the right to modify or disable your access to the Services, including restricting certain features, if we suspect any violation of these Terms, including if we suspect any of your representations or warranties to be untrue, inaccurate or misleading. We will not be responsible for any losses or damages that you may suffer as a result of such disabled access or modification.

Additionally, please note that as the Services continue to evolve, Algoine may choose to apply changes, replace or temporarily or permanently discontinue the Services at our discretion.

1.8.3. The information provided on Algoine regarding pricing and other data is not meant to be construed as an offer, solicitation or recommendation to engage in transactions with Algoine, except for the payment of fees to Algoine. Additionally, Algoine provides no advice regarding any transactions entered into using the Site and the Services. Algoine does not act as an agent for you or any other user of the Services.

1.8.4. You are fully responsible for your use of the Services, including any transfers of Digital Assets. To the fullest extent permitted by applicable law, Algoine does not owe any fiduciary duties or liabilities to you or any other parties. You hereby waive, disclaim and eliminate any such duties and liabilities that may exist at law or in equity.

1.8.5. You are solely responsible for the reporting and payment of any taxes that may be applicable to your use of Algoine's Services.

2. MEMBERSHIP AND USER ACCOUNT

2.1. By using the Services provided by Algoine, you acknowledge and agree that all information you provide to Algoine during registration is accurate, complete, and up-to-date.

2.2. To access the Services, you must register and create a Personal Account on the Platform. You will be required to fill out a registration form with your chosen username, email address, and password. Prior to completing registration, we will provide you with this Agreement, Privacy Policy, Risk Warning, and Cookie Policy. You must confirm that you have read, understand, and agree to all of these policies before proceeding with account creation. You may terminate the registration process at any time or pause and continue it later. Once you click the "Register" button, we will issue you a Personal Account. However, please note that Algoine retains the right to refuse to provide a Personal Account at our sole discretion. In such cases, you will not be able to use the Services.

2.3. As a User, you are responsible for the accuracy and integrity of any data that you provide to and process through the Platform. We encourage you to check for any errors in the information you provide and promptly update and correct them. In case of any inaccuracies or integrity issues, Algoine shall not be responsible for your data.

2.4. Each User is only allowed to have one User account. Use of the Platform is limited to the purposes described in this Agreement. If it is discovered that more than one User account is being used by a single person, Algoine may restrict, suspend, or prohibit access to the relevant User accounts without prior notice.

2.5. Users must be at least eighteen (18) years old or older. By agreeing to this Agreement, you declare and confirm that you are at least 18 years old. If we determine, through any means, that you are under 18 years old, or if we have strong suspicion to that effect, Algoine may restrict, suspend, or prohibit access to your user account without prior notice.

2.6. The user is responsible for protecting their login credentials and password for their personal account on platform. It is the user's responsibility to keep the password strictly confidential at all times. Algoine cannot be held responsible or liable for any damages, losses or unauthorized transactions arising from the loss or theft of usernames and passwords. Algoine acknowledges that all

transactions made using the user's personal account are made by the user or under their direct supervision.

2.7. The user agrees, declares and undertakes that Algoine shall not be liable for any damage or loss caused by or in connection with any unauthorized or unauthorized use of his/her personal account on the platform.

2.8. In order for the user to access and use the software's functions, the user is required to create an account or have an existing account on a third-party platform designated by Algoine. By creating an account or using an existing account, the user acknowledges that they are entering into a separate legal relationship with the third-party platform, and they are bound by the terms of use offered by the platform. The user is solely responsible for complying with these terms of use and any consequences that may arise from their violation.

2.9. Algoine uses secure Application Programming Interfaces ("APIs") of compatible cryptocurrency trading platforms. The user must integrate his account on the relevant cryptocurrency trading platform ("Exchange Account") to his/her account on the Platform with the secure API connection. To enable integration, the user must obtain a secure API connection through the respective cryptocurrency trading platform. The user will access the API Key and the Secret Key by confirming the verification on the relevant cryptocurrency exchange. The user will never authorize the API to withdraw funds. If the existence of such an authorization is detected, the user's active bots will be immediately stopped. In any case, there is a possibility that the user will lose all the money in their spot and futures wallets as a result of trading. Algoine does not accept any responsibility in such a case.

2.10. Algoine uses secure Application Programming Interfaces ("APIs") of compatible AI NLP model providers. The user must integrate his account on the relevant AI-NLP-models ("AI Account") to his/her account on the Platform with the secure API connection. To enable integration, the user must obtain a secure API connection through the respective the AI NLP model provider platform. The user will access the API Key by confirming the verification on the relevant platform.

2.11. The right of use provided to the user belongs exclusively to the user. No third-party shall use the user's personal account, except as otherwise provided in this Agreement. The use of the services by a third party requires a new agreement between the third party and Algoine. In the event that the user allows third parties to use the services without a separate agreement between Algoine and the third party, the user shall be deemed to have violated the intellectual property rights to the services and this agreement. Algoine reserves the right to restrict, suspend, or terminate the user's right to access and use the services.

2.12. The user may only use Algoine for the specified and permitted purposes. The purpose of the user account is to provide the user with access to the Software that enables them to manage their personal Exchange Accounts by using AI NLP models. It is strictly prohibited for the user to misuse the services or use them for purposes other than those specified. The user may not use their personal account and the Software to (i) upload, email, post or send any content that is unlawful, harmful, threatening, indecent, fraudulent, harassing, derogatory, defamatory, obscene, libelous, slanderous, invasive of another's privacy, hate speech, racist, inciting violence, pornographic, unethical, or otherwise prohibited or objectionable, (ii) impersonate any natural or legal person, (iii) transmit or otherwise make available any content containing files or programs, including software viruses or other computer codes designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment that the user has no right to make available,

(iv) engage in any activity that attempts to reverse engineer, disassemble, decompile, hack or pull any proprietary software used to maintain the Software, (v) trade on platforms to which the user does not have access, (vi) interfere with or use any measures used by Algoine to prevent unauthorized access to the Software, such as hacking or circumvention, to interfere with or disrupt the Software or servers or networks connected to the Software, or (vii) use such measures to violate applicable national and international rules and laws, as well as the rights of third parties.

2.13. The user accepts, declares and undertakes that Algoine may unilaterally change the model of the platform, modify or discontinue part or all of the Services at any time without prior notice or compensation to the user. Algoine shall not be held responsible or liable for any damages arising from such changes, modifications or discontinuations.

2.14. The platform is compatible with OpenAI's some models as AI NLP model. The user accepts that to use our chat bot in respect to OpenAI's rules and legal agreements. Algoine reserves the right to restrict, suspend, or terminate the user's right to access and use the services if any unrespectful or illegal behavior detected against the OpenAI's rules.

3. HOW THE SYSTEM WORKS, LOANS AND USER TYPES

3.1 Algoine provides its users with a wallet called "Trading Operator Wallet". Membership fees are collected from this wallet. User can deposit balance by making payments.

3.2 The money deposited to the Trading Operator Wallet cannot be refunded or withdrawn.

3.3 Membership plans include package and membership duration. There are two types of membership durations: monthly and yearly. There are two package types: Regular and Exclusive. If these packages are not sufficient, customized plans can be offered to users who request their own specific package.

3.4 Users can change their membership plans at any stage of their membership. In this case, the fee for the periods that they have not used will be deducted from the fee they will pay, and they will be offered a proposal. If the user agrees to the proposal, they will switch to the new membership plan. If the amount the user will pay for the new plan he/she want to switch to during this change is lower than the balance they have from their previous plan that they have not used yet, the user cannot receive a refund and the change will be made free of charge.

3.5 When the balance in the Trading Operator Wallet is sufficient, memberships are automatically renewed according to the user's registered membership preference. The user is responsible for making sure that their balance is sufficient to cover membership fees. If they do not have sufficient balance when their membership duration expires, their membership will not be renewed, and it will be stopped. In this case, the user's working chat bots will also stop. The user is solely responsible for any open positions that the bot did not close.

3.6 Algoine cannot be held responsible in cases where the code used by the users is stolen or used without permission from the user who generated the code. If this situation is detected by a court or authorized institution, Algoine may restrict, suspend, or ban access to the accounts of algorithm users without notice.

3.7 Abilities of Trading Operator are, including but not limited to following, opening new positions or close existing positions, buying and selling assets, opening new orders or canceling existing ones, transfer funds between wallets, get information (price, volume, or etc.) about assets, get information

about funds in their wallets, get information about existing open positions or closed ones, change leverages of futures contracts, change account settings. AI - NLP models are an experimental technology that may cause wrong or inaccurate actions. In our context, it may cause damages or losses. Users acknowledge and agree that Algoine shall not be liable for any losses or damages arising from such changes or actions, and that the user is solely responsible **for them**.

3.8 Trading Operator bots may make certain changes to users' exchange accounts in accordance with the commands of the user. These changes may include, but are not limited to, switching the account's position mode between one-way and hedge modes, changing the margin mode between isolated and cross modes, changing the asset mode between single-asset mode and multi-assets mode, adjusting leverage settings of pairs. Users acknowledge and agree that Algoine shall not be liable for any losses or damages arising from such changes, and that they are solely responsible for reviewing and monitoring their account settings.

4. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

4.1. Algoine is the exclusive owner of all intellectual property rights relating to its Services. These rights include the Software, trademarks, and any other intellectual property displayed or given access to through the Platform. The User acknowledges that they are not entitled to any intellectual property rights in relation to the Services apart from those expressly granted by Algoine. The User agrees to comply with all relevant legislation related to Algoine's intellectual property and to fulfill their obligations regarding these rights.

4.2. The User is granted a personal, limited, revocable, non-exclusive, non-transferable, non-assignable, and non-sublicensable right to access and use the Services during the time the User has access to them. This Agreement does not grant the User any ownership or other intellectual property rights in the Services or Algoine's intellectual property related to the Services. The User acknowledges that Algoine will remain the exclusive owner of all such rights.

4.3. The User is strictly prohibited from using the Services in any other way than what is allowed by this Agreement. The Services may not be sold, transferred, assigned, copied, processed, sublicensed, rented, leased, lent, reproduced, reverse engineered, or used wholly or in part for any commercial or non-commercial purpose without the express permission of Algoine. The User is not permitted to create other programs inspired by the Services, nor are third parties permitted to engage in any of the above behaviors.

4.4. In the event that the User violates any of the rules regarding the right to use or intellectual property rights, Algoine may restrict, suspend, or prohibit the User from accessing and using the Services without notice. In extreme cases, Algoine may terminate the Agreement. Algoine reserves the right to seek legal remedies under applicable legislation in the event of any such breach.

5. TERMINATION AND CANCELLATION

5.1. The User may, without providing any reason, request the freezing or complete deletion of their Trading Operator account at any time by sending an email to support@algoine.com. Before deleting their Personal Account, the User must terminate the connection with any integrated Exchange Accounts, close all open bots, and fulfill all obligations. After the User has completed all necessary obligations, the closure of their Personal Account will occur within seven (7) days.

5.2. Regardless of who requests the termination, the closure of the Personal Account will result in the immediate revocation of access to all functionalities of the Services provided to the User, along with any other products and services provided in connection with the account.

5.3. Algoine reserves the right to restrict, suspend, or prohibit the User's access to the Services at any time and for any valid reason without prior notice, without incurring any liability, responsibility, or any other form of indemnification or sanction towards the User or any other party.

6. THIRD PARTY CONTENT

6.1. Content provided through the Algoine platform is intended solely for informational purposes. The User understands and agrees that they are solely responsible for conducting their own analysis of any investments they may make, seeking independent financial advice as necessary, and evaluating any information provided by Algoine or Third Parties before making any investment decisions.

6.2. Any content, data, information, or publications made available through the Platform are provided for the convenience of Users and for informational purposes only. Any opinions, advice, statements, services, offers, or other information provided by Third Parties are those of the respective authors and publishers. Algoine does not control or endorse such information provided by Third Parties, and makes no express or implied warranties as to the accuracy or completeness of such information. The User acknowledges, agrees, and undertakes that Algoine shall not be held liable for any loss, damage, expense, or other loss arising from such information or their reliance on it.

6.3. Algoine assumes no responsibility for the content, advertising, projects, or other resources provided by Third Parties on the Platform.

6.4. Links to Third Party Platforms available on the Platform are provided for the convenience of Users. The use of any Third Party Platforms and any links or content available on such Third Party Platforms will be subject to the terms and conditions of the relevant Third Party. Algoine is not responsible for the content of Third Party Platforms, and the User accesses any such Third Party Platform information linked to the Platform at their sole risk. The inclusion of links to Third Party Platforms does not imply any recommendation or endorsement by Algoine of any such Third Party Platform, or the products or services provided thereon.

7. LIMITATION OF LIABILITY

7.1. Algoine is not a financial advisor, investment advisor, tax advisor or the like. Algoine does not provide financial, legal, investment, tax or other professional advice. Nothing contained on the platform constitutes an investment advice or investment recommendation by Algoine or a recommendation by Algoine regarding any investment strategy. You expressly acknowledge and agree that Algoine is not responsible for your use of, interpretation of, or reliance on information obtained from the software, and that you use the software at your sole risk.

7.2. Algoine expresses no opinion as to the lawfulness of crypto assets, the assessment of lawfulness is entirely your responsibility.

7.3. Algoine is not the issuer, operator, administrator or in any way the beneficiary of any crypto assets. Algoine is not responsible for the security, price formation, circulation volume and other attributes of trades made on cryptocurrency exchanges.

7.4. Some content on the platform is posted by third party providers. Some content is uploaded by users. Algoine does not review all content for accuracy, completeness or reliability or warrant the accuracy, completeness, reliability, validity, freedom from error, freedom from viruses or harmful elements, or otherwise at all times.

7.5. Algoine takes the utmost care to ensure the accuracy of the information contained on the platform, but does not accept any liability for incomplete or inaccurate information.

7.6. The performance of the software is directly dependent on the performance of unrelated third party services. Algoine disclaims all liability for any failure in the performance of unrelated third party services.

7.7. Algoine makes no express or implied representations or warranties, including, but not limited to, warranties of merchantability or fitness for a particular purpose, with respect to the Trading Operator software or any related documentation or materials. The use of the Trading Operator software is at the user's sole risk, and Algoine shall have no liability for any errors, malfunctions, defects or loss of data resulting from or related to use of the Trading Operator software.

7.8. No content on the platform is designed for the specific needs of any person, organization or group of persons.

7.9. In no event shall Algoine be under any liability to the User or any third party for consequential damages, incidental damages, lost profits, lost revenue or indirect damages.

7.10. Algoine and Algoine directors, officers, employees or agents shall not be liable, directly, indirectly or specially, under any theory of liability, including but not limited to lost profits, actual damages, consequential damages or loss of opportunity, which may be caused by you in connection with your use of the Services.

7.11. Algoine shall not be liable in any way for any refusal or failure of the exchange to execute the transaction after the exchange orders have been correctly routed by the Platform.

7.12. AI - NLP models are an experimental technology that may cause wrong or inaccurate actions. In our context, it may cause damages or losses. Users acknowledge and agree that Algoine shall not be liable for any losses or damages arising from such changes or actions, and that the user is solely responsible **for them**.

7.13. Algoine assumes no responsibility for ensuring that any income obtained as a result of payments made to users who produce their own algorithms and make them available to other users is taxed in accordance with local laws. It is the responsibility of the user who receives this income to comply with any relevant tax laws.

7.14. Algoine shall not be liable for any loss incurred due to loss, theft, misuse or malfunction of the API key for any reason. Algoine recommends that users take necessary precautions to secure their API keys and obtain new keys if they suspect any security breach or exploitation of their account.

8. INDEMNIFICATION

The User agrees to defend, hold harmless and indemnify Algoine and its subsidiaries, affiliates, contractors, licensors, and their respective directors, officers, employees, agents, service providers from and against any and all claims, actions, liabilities, judgments, losses, damages, costs, expenses, proceedings, investigations, suits, and attorneys' fees arising out of or relating to:

- the User's use of the Platform other than as expressly permitted in this Agreement or any conduct in connection therewith;
- any breach or alleged breach of this Agreement by the User or failure to enforce this Agreement;
- any claims, actions, or investigations initiated by a third party against Algoine or involving Algoine, to the extent that such claims, actions or investigations arise out of or relate to the User's use of the Platform.

The User shall indemnify Algoine to the fullest extent permitted by applicable law, including, without limitation, administrative or judicial fines imposed by any regulatory authority.

9. MISCELLANEOUS PROVISIONS

9.1. The User may not assign, transfer, sublicense, or make any agreement regarding its rights and obligations under this Agreement without the prior written consent of Algoine.

9.2. The User agrees that all information obtained under this Agreement is confidential and will not be disclosed to third parties, even after the term of this Agreement.

9.3. This Agreement may be subject to change. If any provision or part of this Agreement is deemed invalid, void, or unenforceable by competent authorities, such a decision will not affect the validity or enforceability of the rest of the Agreement. Invalid or unenforceable provisions will only have an effect on the provisions to which they relate.

9.4. The failure or delay by either party to exercise or enforce any rights or remedies provided by this Agreement or by law shall not constitute a waiver of such or any other right or remedy. Such failure or delay shall not prevent or restrict any further exercise of such or any other right or remedy. A one-time or partial waiver of any such right or remedy shall not preclude or limit the further exercise of such or any other right or remedy.

9.5. Nothing in this Agreement is intended or shall operate to create a partnership between the Parties or to authorize one Party to act as the agent of the other Party. Neither Party shall have any authority whatsoever to act for or on behalf of, or otherwise in connection with, the other Party, including, without limitation, the power to represent or warrant, the assumption of any obligation or liability, or the exercise of any right or power.

9.6. The Parties agree that any dispute arising out of or relating to this Agreement shall be governed by the laws of the State of Delaware, United States of America and resolved by the courts of Delaware.

9.7. This Agreement constitutes the entire agreement between the User and Algoine and becomes effective upon acceptance of the Agreement by the User or upon commencement of the use of Algoine's Services.