

## UpRockets.io TERMS & CONDITIONS

Last Update: Feb 20, 2022.

**PLEASE MAKE SURE YOU FULLY READ AND UNDERSTAND THESE TERMS AND KEEP THEM FOR FUTURE REFERENCE. INCLUDED IN THESE TERMS IS A WAIVER OF YOUR RIGHT TO PARTICIPATE IN CLASS OR REPRESENTATIVE ACTIONS AND AN AGREEMENT TO RESOLVE DISPUTES THROUGH INDIVIDUAL ARBITRATION.**

### 1 Introduction.

**1.1** The terms outlined here supersede and take precedence over any previous terms, conditions, and agreements related to the use of the UpRockets.io. Please note that these terms do not affect the entity or entities responsible for providing services to you.

**1.2** These terms and conditions ("Terms" or "T&Cs"), together with any attached country annexes, product schedules, and/or Addenda (together "Annexes") (if any), each of which Annexes may be updated from time to time independently of these T&Cs, will apply to your use of the UpRockets.io Please take the time to read and understand these Terms before using our services so that you are aware of your legal rights and obligations. In the event of any conflict or inconsistency between these Terms and any Annex, including, but not limited to, provisions related to governing law and forum, arbitration, class waivers, and dispute resolution, these Terms shall prevail and control, except where an Annex expressly overrides these Terms with specific reference to this Clause 1.2.

**1.3** We reserve the right to change or modify any of the terms and conditions contained in the Terms or any policy governing the use of UpRockets.io at any time and in our sole discretion. Any changes or modifications will be effective immediately upon posting of the revisions, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the UpRockets.io following the posting of changes or modifications will confirm your acceptance of such changes or modifications.

**1.4** By using the UpRockets.io and/or completing the sign-up/entering . process, you are entering into a binding contract with us and shall be deemed to have expressly read, understood and agreed to be bound by these Terms.

### 2.1.

**"UpRockets.io"** shall have the meaning ascribed to the term in Addendum 5;

**"UPRs"** means the stable coins offered by **UpRockets.io** for use on the **UpRockets.io**;

**"Digital Asset"** or **"DA"** means cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets of any types that have been approved by **UpRockets.io** for support in the Digital Asset Wallet;

**"Digital Asset Conversion"** shall have the meaning ascribed to the term in Clause 2.4;

**"Digital Asset Transfer"** shall have the meaning ascribed to the term in Clause 2.5;

**"Digital Asset Wallet"** means any and each hosted Digital Asset wallet provided by UpRockets.io, as may be offered through the UpRockets.io from time to time, either upon opening/connecting an account or thereafter;

**"Eligible address"** means any payment address that is accepted by UpRockets.io as a means of payment for Fiat to DA Conversion;

**"Enabled Device"** means each communications, computing, or other device or account registered by you or otherwise used by you, regardless of whether you own such device, for use in connection with the UpRockets.io, including but not limited to your computer, mobile phone, email account;

**"Erroneous Top-up Instruction(s)"** shall have the meaning ascribed to the term in Addendum 1;

**"Erroneous Withdrawal Instruction(s)"** shall have the meaning ascribed to the term in of Addendum 1;

**"FAA"** shall have the meaning ascribed to the term in Clause 16.5;

**"Fees"** means all fees imposed by us for the use of the UpRockets.io and/or Digital Asset Wallet;

**"Fiat"** means a government-issued currency that is not backed by a physical commodity for the purposes of these Terms, the United States Dollar (USD);

**"Fiat Wallet Terms"** shall have the meaning ascribed to the term in Addendum 1;

**"Fiat to Digital Asset Conversion"** or "Fiat to DA Conversion" shall have the meaning ascribed to the term in Clause 2.3;

**"Fiat Top-up"** shall have the meaning ascribed to the term in Addendum 1;

**"Fiat Top-up Fees"** shall have the meaning ascribed to the term in Addendum 1;

**"Fiat Wallet"** means one of the wallets in the UpRockets.io which holds fiat funds topped-up through bank transfer in accordance with Addendum 1;

**"Fiat Withdrawal"** shall have the meaning given to it in Addendum 1;

**"Fiat Withdrawal Fees"** shall have the meaning given to it in Addendum 1;

**"Force Majeure Event"** means an event or failure which is beyond our reasonable control including, without limitation, (i) acts of God, nature (including without limitation, natural disasters, epidemics and pandemics), court or domestic or foreign governmental authorities; (ii) failure or interruption in public or private telecommunication networks, communication channels or information systems; (iii) acts or omissions of acts of a party for whom we are not responsible; (iv) delay, failure or interruption in, or unavailability of, third party services and sites; (v) strikes, lockouts, labor disputes, wars, civil unrest, terrorist acts and riots; (vi) viruses, malwares, other malicious computer codes or the hacking of any part of the UpRockets.io;

**"Fork"** means changes in operating rules of the underlying protocols of a Digital Asset that may result in: (a) more than one version of that Digital Asset; (b) material changes in the value, function, and/or the name of a Digital Asset; and/or (c) UpRockets.io holding an amount (which may be an identical amount) of Digital Assets associated with each forked network, in each case as determined by us in our sole discretion.

**"Forked Network"** shall have the meaning ascribed to the term in Clause 4.3.1.1;

**"Gift Card"** shall have the meaning ascribed to the term in Addendum 6;

**"Gift Card Issuer"** shall have the meaning ascribed to the term in Addendum 6;

**"Gift Card Provider"** shall have the meaning ascribed to the term in Addendum 6;

**"Gift Card Redemption Instructions"** shall have the meaning ascribed to the term in Addendum 6;

**"Instructions"** means all information, instructions, communications, orders or messages (including those relating to payments, transfers or other transactions), whether automated or not, referable to you;

**"AAA Rules"** shall have the meaning ascribed to the term in Clause 16.4;

**"New Forked Asset"** shall have the meaning ascribed to the term in Clause 4.3.1.1;

**"Notice"** shall have the meaning ascribed to the term in Clause 16.4;

**"Pay Airtime"** shall have the meaning ascribed to the term in Addendum 7;

**"Pay Airtime Redemption Instructions"** shall have the meaning ascribed to the term in Addendum 7;

**"Pay Rewards"** shall have the meaning ascribed to the term in Addendum 5;

**"Payment Service Partners"** shall have the meaning given to it in Addendum 1;

**"Permitted Bank Account"** shall have the meaning given to it in Addendum 1;

**"Personal Data"** means any information relating to an identified or identifiable natural person; an identifiable natural 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 natural person;

**"Prior Asset"** shall have the meaning ascribed to the term in Clause 4.3.1.1

**"Privacy Notice"** shall have the meaning ascribed to the term in Clause 7.5.1;

**"Service Content"** means data, information, materials, advertisements, text, audio, video, graphics, software and other content on the Site and UpRockets.io;

**"Site"** means the website at [www.UpRockets.io](http://www.UpRockets.io) and all related components;

**"Stake"** or **"Staking"** means the holding of any Digital Assets in your account for an agreed period of time;

**"Taxes"** means any taxes, duties or fees that incurred, required to be collected, paid or withheld for any reason in connection with your use of the Services under any Applicable Law;

**"Terms"** or **"Terms and Conditions"** or **"T&Cs"** shall have the meaning ascribed to the term in Clause 1.2;

**"Third-Party Digital Wallet Application"** means any digital wallet mobile application that allows

users to store Eligible Card information on, and make payments with, an eligible mobile device;

**"Trademarks"** shall have the meaning ascribed to the term in Clause 11.1.1);

**"Transaction"** shall have the meaning ascribed to the term in Clause 10.1;

**"Transaction History"** means records of all transactions and any details relevant to such transactions on your Digital Asset Wallet or the UpRockets.io or Site generally;

**"Unsupported Forked Network"** shall have the meaning ascribed to the term in Clause 4.3.1.1;

**"we/us/our"** means UpRockets.io;

**"Withdrawal crypto address"** shall have the meaning given to it in Addendum 1; and

**"you/your"** means the individual who is the user of the Services.

## **2 - Services**

The UpRockets.io is the interface that allows you to use and interact with the UpRockets. The UpRockets.io includes the services set forth in this Clause 2. Some of these services may not be available to you depending on your jurisdiction or for other reasons. Without limiting anything in these Terms, to the extent that you choose to use those services that are available to you, you agree to be bound by the terms specifically applicable to such services as set forth in the applicable Addenda.

The UpRockets.io shall specifically comprise the following services:

**2.1** Hosted Digital Asset Wallets provided by UpRockets.io that allow you to top-up Digital Assets from external wallets and store Digital Assets with UpRockets.io;

**2.2** Fiat Wallet which allows you to hold fiat currency, which can be used to purchase Digital Assets, and fiat proceeds from the sale of Digital Assets; make deposits and withdrawals of fiat currency; withdraw and/or deposit funds to/from affiliated trading accounts; among other features. Terms specific to the Fiat Wallet are more fully set forth in "Addendum 1" and references therein;

**2.3** A fiat currency to Digital Asset conversion service under which you may convert fiat currency into any type of Digital Asset to be held in your Digital Asset Wallet ("Fiat to DA Conversion");

**2.4** A Digital Asset conversion service under which you may convert a Digital Asset into another Digital Asset ("Digital Asset Conversion");

**2.5** A Digital Asset transfer service under which you may transfer any Digital Asset to another recipient, which may be the Digital Asset Wallet of another user of the UpRockets.io Dapp Services or an external recipient ("Digital Asset Transfer").

**2.6** Any incentive program(s) (including but not limited to any kind of reward, cashback, Staking or referral programs) that may be launched or offered via the UpRockets.io Dapp or the Site from time to time. The UpRockets.io Rewards Program and Missions allow users who undertake certain activities within the UpRockets.io Dapp to get rewarded with virtual incentives. Users may redeem those virtual incentives for opportunities and incentives that may be available from time to time.

**2.7** Crypto Earn which allows you to earn rewards if you Stake certain Digital Assets with us. The applicable rewards, as amended and/or available from time to time, depend on the type of Digital Asset Staked and the duration of the Stake. Returns are not guaranteed at any point of time.

**2.8** UpRockets.io Pay which allows you to make peer-to-peer payments of supported Digital Assets to other active UpRockets.io users.

**2.9** Purchase and use of Gift Cards; UpRockets.io partners with Gift Card Providers to offer Gift Cards that may be purchased using the UpRockets.io

**2.10** Purchase and use of Pay Airtime; Pay Airtime allows you to top up a prepaid phone account from certain approved carriers in your region by purchasing mobile airtime with certain Digital Assets.

**2.11** Any other products or services listed in the Annexes (if any) or shown on the UpRockets.io or our official communication channel from time to time.

### **3 - The UpRockets.io**

#### **3.1 Description of the UpRockets.io Dapp.**

The UpRockets.io gives you interactive access to your Digital Asset Wallet, including allowing you to perform one or more of the following actions:

- 3.1.1** view the balance and Transaction History of your Digital Asset Wallet;
- 3.1.2** obtain instructions on how to load your Digital Asset Wallet;
- 3.1.3** request for a Digital Asset Transfer from your balance held in your Digital Asset Wallet;
- 3.1.4** request a Digital Asset Conversion; and
- 3.1.5** requests a Fiat to DA Conversion.

#### **3.2 Grant of License to Use the UpRockets.io**

Subject to your continuing compliance with these Terms, we grant to you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license to use the UpRockets.io and access the UpRockets.io insofar as owned by or licensed through us on your Enabled Device and only for your own purposes, on and subject to these Terms. All other rights not expressly granted to you are reserved. Some software components used in the UpRockets.io may be offered under an open source or other license as we may not notify to you, in which case your use of those components of the UpRockets.io shall be governed by such license terms to the extent only of any inconsistency between these Terms and those license terms.

You acknowledge and agree that your use of the UpRockets.io is at all times subject to and conditional upon your continued compliance with these Terms and all other applicable terms, and any failure to comply with these Terms and such other terms automatically results in the revocation of all licenses granted hereby.

#### **3.3 Reservation of Rights.**

- 3.3.1** UpRockets.io reserve the right, and without incurring any liability to you, to:
  - 3.3.1.1** update, change, remove, cancel, suspend, disable or restrict access to or discontinue the UpRockets.io or change any features, component or content thereof; some of the conditions are already set in UpRockets.io and it keeps on updating.
  - 3.3.1.2** decline, suspend, cancel, reverse, void or partially execute any Fiat to DA Conversion, Digital Asset Conversion or Digital Asset Transfer Instruction; and
  - 3.3.1.3** reverse, cancel, claw back, change any terms or refuse to honor any reward, bonus or pay-out for any incentive programs regardless of your entitlement.

**3.3.2** UpRockets.io has the right to suspend, restrict, and/or terminate your access to any or all of our Services and to deactivate your account, including without limitation:

**3.3.2.1** upon reasonable suspicion that you may be in breach of these Terms or are otherwise trying to circumvent these Terms or abusing any of our incentive schemes;

**3.3.2.3** upon reasonable suspicion that a transaction is fraudulent or erroneous;

**3.3.2.4** upon reasonable suspicion that your account has been compromised or the Services are being used in a fraudulent or unauthorized manner;

**3.3.2.5** upon reasonable suspicion of money laundering, terrorist financing, fraud or any other financial crime; upon reasonable suspicion that you are conducting any fraudulent or illegal activities, including but not limited to any Ponzi scheme, pyramid scheme, phishing or dark-net transactions;

**3.3.2.6** where any of your Digital Asset Wallets and/or Fiat Wallet or you are subject to pending litigation, investigation, or government proceedings, including litigation that is brought or threatened against UpRockets.io; and

**3.3.2.7** for any other reason which we/UpRockets.io reasonably deem it is appropriate to do so.

**3.3.3** In the event that we decide to suspend, restrict or terminate your access to our Services in accordance with the provisions of this Clause 3, we will (to the extent that it is not unlawful for us to do so) provide you with notice of such termination of Services. Suspensions, restrictions, or terminations from the use of our Services will be reversed only as soon as practicable once the reasons for refusal no longer exist as determined in our sole discretion. We are under no obligation to execute any suspended, reversed, or terminated transactions at the same price or on the same terms.

**3.3.4** The actions we may take under Clause 3.3.1 may apply to all, or any specific addresses, or any individual address of the UpRockets.io. We do not guarantee that any specific content, component and/or feature will always be available on the UpRockets.io and reserve the right to cease any UpRockets.io at our sole discretion without notice to you.

#### **4 - Considerations When Using Our Services.**

You understand, accept, and agree to assume all of the various risks involved in using, holding, staking, delivering, transacting, and transferring Digital Assets and the use of UpRockets.io, including all of the risks set forth in this Clause 4.

##### **4.1 General Risks.**

**4.1.1** All transactions involving Digital Assets involve certain risks. In this regard, once submitted to a blockchain network, such a transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the blockchain network. A transaction is not complete while it is in a pending state. Any Digital Asset transfers to and from external wallet addresses that are in a

pending state will be designated accordingly, and the relevant Digital Asset will not be included in your Digital Asset Wallet or be available to conduct transactions.

**4.1.2** The risk of loss in holding Digital Assets can be substantial. You should, accordingly, carefully consider whether holding Digital Assets is suitable for you in light of your financial situation and risk tolerance. In considering whether to hold Digital Assets, you should be aware that the price or value of Digital Assets can change rapidly, decrease, and potentially even fall to zero. Past performance is not an indicator of future performance. If you use any UpRockets.io which allow you and/or third parties to access and hold Digital Asset private keys, you acknowledge that we are not responsible for safeguarding such keys and that we are not responsible for any loss of Digital Assets resulting from theft, loss, or mishandling of Digital Asset private keys outside our control. We are not responsible for the market of Digital Assets, and we make no representations or warranties concerning the real or perceived value of Digital Assets as denominated in any quoted digital asset. Although we may provide historical and/or real-time data regarding the price of Digital Assets, we are not responsible for any losses or damages incurred as a result of using our dApp. Users assume full responsibility for managing their own private keys and wallet security. We do not guarantee the continuous, uninterrupted, or error-free operation of the dApp. Users acknowledge the risks associated with cryptocurrency and blockchain technology, including price volatility and potential technical issues. We do not provide financial, investment, or legal advice, and any information provided by the dApp should not be construed as such. Users assume all risks associated with staking and engaging with the dApp, and release us from any claims, damages, or liability. We are not responsible for the actions or omissions of third parties, including but not limited to network operators, miners, or other dApp users. We do not guarantee the accuracy, reliability, or completeness of any information provided through the dApp. We are not liable for any unauthorized access, hacking, or security breaches that may compromise user data or funds. We reserve the right to modify, suspend, or discontinue the dApp at any time without prior notice or liability to users. We make no representations regarding the quality, suitability, veracity, usefulness, accuracy, or completeness of such data or graphs, and you should not rely on such data or graphs for any reason whatsoever. You understand and acknowledge that the value of Digital Assets can be volatile, in hunt of an arbitrage opportunity we may end up buying of some crap tokens and you agree that we are not in any way responsible or liable for any losses you may incur by holding or trading Digital Assets, even if the UpRockets.io were delayed, suspended, or interrupted for any reason.

**4.1.3** Neither your Digital Asset Wallet nor Fiat Wallet is a depository account. Funds stored in your Digital Asset Wallet and Fiat Wallet do not earn any interest

and are not protected by any government-backed depositor compensation, insurance or guarantee scheme, unless otherwise expressly stated.

## **4.2 Digital Asset Volatility Risks.**

**4.2.1** The price of crypto assets and crypto asset markets have historically been subject to significant volatility. The price and trading volume of any crypto asset is subject to significant uncertainty and volatility, depending on a number of factors, including but not limited to market conditions and sentiment, changes in liquidity, Forks, the activities of other market participants, general economic environment, public perception, technical and technological constraints, and regulation.

**4.2.2** There is no assurance that any supported Digital Asset will maintain its value or that there will be meaningful levels of trading activities.

## **4.3 Technology and Security Risks.**

### **4.3.1 Forked Networks.**

**4.3.1.1** You agree and understand that the underlying protocols of the Digital Assets' networks are subject to Forks which are exogenous to UpRockets.io and may result in more than one version of such a network (each a "Forked Network"). If a Fork occurs, it may result in the creation of a new Digital Asset (the "New Forked Asset") related to an existing Digital Asset (the "Prior Asset"). You further agree and understand that Forks may materially affect the value, function, and/or name, and may result in loss of control or ownership, of the Prior Assets and other Digital Assets you hold on the UpRockets.io and that the New Forked Asset may have minimal or no value. Upon becoming aware of a Fork and to the extent that we have any rights or are able to take any action, in the event of a Fork, UpRockets.io may, in our sole discretion, temporarily suspend or amend any UpRockets.io or any Digital Assets for an extended period of time (with or without advance notice to you) until we have determined that such functionality can be restored. We may also determine, in our sole discretion, whether or not to support the Forked Network(s) and who should have ownership or receive Digital Assets and/or benefits (if any) or how to apportion loss in the event of such Fork, and any other action or inaction. This could occur with potentially little or no warning and your ability to use the Services or Digital Assets may be limited and subject to the Fork. In the event that UpRockets.io decides not to support any such Forked Network ("Unsupported Forked Network"), the Digital Assets offered by such Unsupported Forked Network will not be made available to you. Notwithstanding the foregoing, we may, in our sole discretion and subject to Applicable Law, obtain and retain the Digital Assets offered by such Unsupported Forked Network as property belonging solely to UpRockets.io. You acknowledge the risks presented by Forks and hereby accept that we have no responsibility for any losses or damage arising as a result of an Unsupported Forked Network. You understand, acknowledge and agree that you have no right, claim, or interest in, or with respect to, any New Forked Asset. If



we do not support a New Forked Asset, you may not be able to withdraw or otherwise use or access the New Forked Asset promptly or at all, and you may lose any value associated with such New Forked Asset. If we determine not to support a New Forked Asset, we may, in our sole discretion, obtain and retain the New Forked Asset as property belonging to us.

**4.3.1.2** We have no control over, nor do we have the ability to influence, the creation or implementation of a fork or of any new forked asset. We can provide no assurances about the security, functionality or supply of any digital asset, including both the new forked asset and the prior asset. you understand, acknowledge and agree that we assume no liability relating to any change in the value of any digital asset (whether or not resulting from a fork). you understand, acknowledge and agree that a fork could constitute a force majeure event beyond our reasonable control, which could affect the value of your digital assets, and that uproockets.io does not assume any liability for losses resulting from such events.

#### **4.3.2 Airdrops**

**4.3.2.1** 9C.1 In the event of an Airdrop, UpRockets.io may temporarily suspend any UpRockets.io or any Digital Assets for an extended period of time (with or without advance notice to you) until we have determined that such functionality can be restored. This could occur with potentially little or no warning and your ability to use the Services or Digital Assets may be limited and subject to the Airdrop.

**4.3.2.2** 9C.2 Upon becoming aware of an Airdrop and to the extent that we have any rights or are able to take any action, we may in our sole discretion determine whether to credit any Digital Assets and/or benefits received by us to a UpRockets.io account or participate in an Airdrop, and upon what terms to do so, such decision regarding the Digital Assets and/or benefits remains with us at all times. We will not be liable to you for failure to credit any Digital Asset and/or benefits to you or participate in any Airdrop. If we do not support an Airdrop, we may claim such Airdrop and any Digital Asset and/or benefits in relation to it, for our own benefit (unless it is unavoidable or impractical to avoid based on the means of distribution).

#### **4.3.2 Other Technology and Security Risks.**

**4.3.2.1** A significant disruption in UpRockets.io's products or services, in UpRockets.io's information technology systems (including a contract failure, or interruption, both as to UpRockets.io or a third-party network), or in any of the blockchain networks that UpRockets.io supports, could affect your user experience and/or ability to access your account.

**4.3.2.2** Digital Assets built on blockchain technology were only introduced in 2008 and remain in the early stages of development. In addition, different Digital Assets are designed for different purposes. The further growth and

development of any Digital Assets and their underlying networks is subject to a variety of factors that are difficult to evaluate.

**4.3.2.3** There is risk of loss of Digital Assets in the event of disruptions, hacks, forks (i.e., a split in the underlying network(s), as described more fully below), and significant attacks such as a double spend or 51% attack. You acknowledge and understand that there is risk associated with third-party cyberattacks and security breaches, as well as breaches of privacy.

**4.3.2.4** You acknowledge that you and your Digital Assets may be subject to scams and other types of fraud perpetrated by third parties outside of our control. It is your responsibility to beware and protect yourself against such fraud. There is a risk of loss of your Digital Assets and other assets in the event you are subject to such fraud.

**4.3.2.5** All blockchain transactions include data, and in some circumstances, may include personal data about you. Many blockchain technologies store transaction data publicly and permanently. When you use such technology, you are intentionally making that transaction data public and acknowledge that the data cannot be deleted, removed, or reversed due to the nature of blockchain technology.

#### **4.4 Regulatory Risks.**

**4.4.1** We are subject to an extensive and highly-evolving regulatory landscape, and any changes to any laws and regulations could adversely impact our ability to offer, and your use of and access to, the UpRockets.io in your jurisdiction. Further, such changes could also impact your legal obligations with respect to your use of the UpRockets.io

### **5. User Acknowledgements, Representations, Warranties, Covenants – General.**

By signing up to use the UpRockets.io Dapp, you acknowledge, represent, and warrant, in each case as applicable, each of the items contained in this Clause 5 and all of its subsections.

#### **5.1 Acknowledgement and Assumption of Risks.**

You represent and warrant that you have received a copy of, have carefully read, understand, accept, and agree to assume all of the various risks involved in using, holding, trading, delivering, transacting, and transferring Digital Assets and the use of UpRockets.io Dapp, including but not limited to the risks specifically set forth in Clause 4. You agree that UpRockets.io shall not be liable to you for any loss, damage, expense, or liability that may relate to any of the risks specifically set forth in Clause 4. Further, you represent that you are able to bear any financial or other loss associated with or that may otherwise relate to your use of UpRockets.io Dapp.

## **5.2 Non-Reliance.**

**5.2.1** You represent that you are not relying on (and will not at any time rely on) any communication (written or oral) of UpRockets.io as advice or as a recommendation to engage in any transaction involving Digital Assets. Further, you confirm that UpRockets.io has not (a) given any guarantee or representation as to the potential success, return, effect, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) of transacting in Digital Assets or (b) made any representation to you regarding the legality of transacting in Digital Assets under Applicable Laws. In deciding to use UpRockets.io Dapp to transact in Digital Assets, you are not relying on the advice or recommendations of UpRockets.io, and you have made your own independent decision that using UpRockets.io Dapp and transacting in Digital Assets are suitable and appropriate for you.

**5.2.2** We do not provide investment advice, and any content on the UpRockets.io Dapp and Site or other communication channels should not be considered as a substitute for tailored investment advice. The contents of the UpRockets.io Dapp and Site should not be used as a basis for making investment decisions and should not be construed as an attempt to market or promote any type of Digital Asset.

## **5.3 Identity and Eligibility.**

You represent and warrant that:

**5.3.1** you are at least eighteen (18) years of age

**5.3.2** you have the full right, power, and authority to agree to these Terms;

**5.3.3** you are not a resident or a Tax resident of, and do not otherwise have any relevant connection with, any jurisdiction that UpRockets.io has indicated as being subject to prohibitions or restrictions on accessing or using the UpRockets.io Dapp;

**5.3.4** you are not a resident or Tax resident of, and do not otherwise have any relevant connection with, any jurisdiction in which entry into or performing your obligations under these Terms or the delivery, holding, use, or exchange of Digital Assets is unlawful or restricted in any way or requires licensing, registration or approval of any kind;

**5.3.5** you are the authorized user of your Enabled Device, and your Enabled Device is not jailbroken, meaning that you have not, nor are you aware of anyone having, used an exploit to remove manufacturer or carrier restrictions from the relevant device;

**5.3.6** you will not simultaneously have multiple accounts to access the UpRockets.io Dapp; you are not impersonating any other person, operating under an alias or otherwise concealing your identity;

**5.3.7** You are not located in, under the control of, or a national or resident of any internationally sanctioned countries. You are not located in, under the control of,

or a national or resident of united states. You are not located in, under the control of, or a national or resident of any internationally sanctioned countries.

**5.3.8** you will immediately notify us of any change to your state or location of residence and continually review and update your account and or user profile to ensure accuracy of the information provided;

**5.3.9** you are not placed in the U.S. Department of Commerce, Bureau of Industry.

**5.3.10** you will not use our Services if any Applicable Laws prohibit you from doing so in accordance with these Terms;

**5.3.11** you are the sole ultimate beneficial owner of your account and not acting on behalf of or representing any other natural person, legal person or legal entity;

**5.3.12** you are the beneficial owner of (or if you are acting as a trustee, the legal owner) any Digital Asset or fiat currency subject to these Terms and forming the subject matter of the Services; and

**5.3.13** You are compliant with all Applicable Law requirements to which you are subject, including without limitation, all tax laws and regulations, exchange control requirements and registration requirements.

#### **5.4 Onboarding and Ongoing Basic Requirements.**

**5.4.1** In order to use the UpRockets.io Dapp, you must register as a user on the UpRockets.io Dapp and provide us with all information and/or documents requested by us. Except where permitted by Applicable Law, all information and documents must be in the English language (including such information and/or documents as may be required by us from time to time for compliance with Applicable Laws) in order to process your registration. If the documents you provide are not in the English language (except where permitted by Applicable Law), you may be required to provide us with a certified English translation. Except where permitted by Applicable Law, UpRockets.io shall not be responsible for the translation of any non-English documents and shall not be obliged to process or review any documents that are not in the English language.

**5.4.2** You agree to cooperate with all requests made by us or any of our third-party service providers on our behalf in connection with your use of the UpRockets.io Dapp, including to identify or authenticate your identity, validate your funding sources or transactions, verify your source(s) of income and/or wealth, among other requests. This may include, without limiting the generality of the foregoing, requiring further information that will allow us to reasonably identify you, including requiring you to take steps to confirm ownership of your phone number or payment instruments or verifying your information against third-party databases or through other sources.

**5.4.3** We are entitled, in our sole discretion and without providing reasons, to refuse your application for, or to suspend, terminate or limit your use of, the UpRockets.io Dapp or your account, and/or to change the eligibility criteria for registration or use of the UpRockets.io Dapp at any time. We may confidentially verify, supplement, or append the information you provide us with or obtain

information on you ourselves or through third parties from secure databases. By agreeing to these Terms, you acknowledge that we or a third party on our behalf may verify, supplement, or amend your information for any reason including for the up-to-date maintenance of our records or to comply with applicable reporting obligations.

**5.4.4** You hereby represent and warrant that any and all information provided by you or on your behalf to us, our Affiliates, and any of our third-party service providers are always complete, accurate, and up to date in all respects and that in the event such information ceases to be complete, accurate, and up-to-date you shall provide us, our Affiliates, and third-party service providers with revised and updated information without delay. It is your responsibility to update us with any changes in your personal information or any other information you may have provided us with during registration or else in the course of your engagement with UpRockets.io. If at any time we believe that your information is incomplete, outdated, or inaccurate, we may contact you and request further information or request that you go through the verification process again. Failure to complete any step of the registration process or provide up to date information may result in your inability to or adversely affect your access to and use of the UpRockets.io. You hereby agree to indemnify us and our Affiliates for any and all losses incurred as a result of your failure to provide complete, accurate, and up-to-date information at any point prior to, during, and following termination of your use of and access to our Services.

**5.4.5** At the time you sign up for the UpRockets.io or at any time in the future after signing up for the UpRockets.io, you authorize us to undertake electronic identity verification checks on you, either directly or using third-party service providers.

## **5.5 Third-Party Services.**

You understand and agree that we may engage any third-party service provider or subcontractor to perform any or all of the services provided hereunder. Further, you acknowledge, accept, and assume the risks associated with our use of such third-party services, including those set forth in Clause 4.5. UpRockets.io shall not be liable for any delay, loss, or damage of any kind incurred from any services provided by any third-party service provider or subcontractor engaged by UpRockets.io. All claims in connection with the act of any third-party service provider or subcontractor shall be brought solely and directly against such party and/or its agents. UpRockets.io's sole liability in relation to the services provided by any third-party service provider or subcontractor shall be limited to the use of reasonable care in the selection of such parties.

## **6. User Acknowledgements, Representations, Warranties, Covenants – User Conduct.**

### **6.1 General Conduct.**

It is our goal that all UpRockets.io users enjoy their use of our service. To that end, you agree to use the UpRockets.io in good faith and adhere to the following general standards of conduct at all times:

- (a) You will demonstrate respect and courtesy to other users, our personnel, and any third party service providers at all times;
- (b) You will use your utmost integrity in all your dealings with UpRockets.io and in your use of UpRockets.io;
- (c) You will not comply with any laws pertaining to your use of our services and the activities you conduct in the UpRockets.io, all risk and responsibilities belongs to the user; and
- (d) You will promptly comply with our notices and our personnel's instructions with respect to your use of UpRockets.io.

### **6.2 Prohibited Activities.**

Without prejudice to any of UpRockets.io's rights, you undertake not to (and shall not, knowingly or otherwise, authorize, allow, permit, or assist any other party to):

- (a) use the UpRockets.io Dapp or Sites to conduct electronic spamming or otherwise distribute any unsolicited or unauthorized advertising, promotional, or marketing material, junk mail, or chain letters;
- (b) use the UpRockets.io Dapp or Sites to perform illegal, unlawful or immoral activities under any Applicable Law (including but not limited to money laundering, terrorism financing and fraudulent activities);
- (c) use the UpRockets.io Dapp or Sites to upload content that contains or is infected with viruses, malicious codes, or Trojan horses, is unlawful, immoral, or illegal, or contains any other harmful or deleterious program or code;
- (d) modify or adapt the whole or any part of the UpRockets.io Dapp or Sites or combine or incorporate the UpRockets.io Dapp or Sites into another program or application;
- (e) disassemble, decompile, reverse-engineer, or otherwise attempt to derive the source code, object code, underlying concepts, ideas, or algorithms of the UpRockets.io Dapp or Sites or any components thereof;
- (f) use the UpRockets.io Dapp or Sites in any manner that would lead to the infringement of our, our Affiliates', or any other third party's intellectual property rights, including without limitation any copyright, patent, or trademark. You undertake not to take or attempt to take any action or claim ownership of any property that infringes or would infringe upon our intellectual property interests;
- (g) use the UpRockets.io Dapp or Sites in a way that could damage, disable, impair, or compromise the UpRockets.io Dapp or Sites or the provision of the

UpRockets.io (or the systems or security of the UpRockets.io Dappor Sites or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of UpRockets.io;

(h) gain or attempt to gain unauthorized access to, interfere with, disrupt, or damage the account or wallets of other users, any parts of the UpRockets.io Dappor Sites, the server on which the UpRockets.io Dappor Sites are stored, or any other server, computer, or database connected to or used in the service of the UpRockets.io Dapp or Sites;

(i) take any action that imposes an unreasonable or disproportionately large burden or load on the UpRockets.io infrastructure (including, but without limitation to our servers, networks, data centers and related or like equipment) and detrimentally interfere with, intercept or expropriate any system, data, or information belonging to other users of our services;

(j) attack the UpRockets.io Dappor Sites via a denial-of-service attack or a distributed denial of-service attack;

(k) use any robot, spider, or other automatic device, process, or means to access the UpRockets.io Dappor Sites for any purpose;

(l) impersonate or attempt to impersonate UpRockets.io, UpRockets.io personnel, another user, or any other person or entity;

(m) engage in any other activities deemed inappropriate by us or that is in contravention of these Terms or any Applicable Laws;

(n) provide false, inaccurate, incomplete or misleading information to UpRockets.io or any of its Affiliates or third-party service providers; or

(o) deposit with UpRockets.io any Digital Assets or fiat currency that are, directly or indirectly, derived from or form part of the proceeds of any criminal, fraudulent, or unlawful activity; or

(p) attempt, in any manner, directly or indirectly, as deemed in our sole discretion, to interfere with the proper working of the UpRockets.io Dapp or Sites.

### **6.3 UpRockets.io's Rights of Enforcement.**

Subject to Applicable Law, we reserve the right to, and you acknowledge and agree that we may at our sole discretion, take any action we deem necessary to enforce the user conduct requirements and restrictions set forth in this Clause 6, including, without limitation, by taking any of the steps set forth in Clause 3.3.

## **7. User Acknowledgements, Representations, Warranties, Covenants – Data and System Protection.**

### **7.1 Your Device.**

You acknowledge and agree that, in connection with your use of the UpRockets.io Dapp, you shall be responsible for the following, at your own cost:

**7.1.1** obtaining and installing all hardware, software, and communications services necessary for your use of the UpRockets.io Dapp in accordance with these Terms;

**7.1.2** installing antivirus or other mobile security software on your Enabled Device to protect against any security or other vulnerabilities which may arise in connection with your use of the UpRockets.io Dapp in accordance with these Terms; and

**7.1.3** installing updates and patches for the UpRockets.io Dapp and your Enabled Device in a prompt and timely manner.

**7.2 You acknowledge and agree,**

without prejudice to the foregoing and any other terms in these Terms, that we shall assume that any and all Instructions received from your Enabled Device, your metamask account, and other accounts identified to you have been made by the rightful owner. You agree that you are solely responsible and liable for keeping your Enabled Device and such accounts safe and secure and for maintaining adequate security and control of your login and authentication details (including, but not limited to, your identity, username, password, and multifactor authentication methods) and shall likewise be solely responsible for any access to and use of the UpRockets.io Dapp and the Services through your Enabled Device and accounts identified to you, notwithstanding that such access and/or use may have been effected without your knowledge, authority or consent. You agree that we will not be liable to you for any loss or damage resulting from such access and/or use.

**7.3 You acknowledge and agree,**

without prejudice to the foregoing and any other terms in these Terms, that you shall bear all of the risk of any loss of access to your Digital Asset Wallet, accounts, and UpRockets.io Dapp Services, including, without limitation, any loss of access related to the loss of your login and authentication details, Enabled Device, email account, or any other account identified to you.

**7.4 Should you discover**

that your Enabled Device is lost or stolen or has been accessed or used in an unauthorized way, you shall notify us of the loss or theft, or unauthorized access or use, by emailing us at [contact@UpRockets.io](mailto:contact@UpRockets.io); provided, however, that such notification to us shall not prejudice us in any way nor abridge, alter, limit, or otherwise affect our disclaimers and rights under Clause 7.2. In addition, where your Enabled Device has been accessed or used in an unauthorized manner, you should, as soon as possible, reset the login and authentication details on your Enabled Device.

**7.5 Privacy and Personal Data.**



**7.5.1** These Terms incorporate by reference, as though they were fully restated herein, the provisions of the following terms and policies: our cookies policy accessible at the Cookie Preference banner on our Site, as it may be amended from time to time.

**7.5.2** By using the UpRockets.io Dapp Services and/or Site, you confirm that you have read and understood our Privacy Notice and understand how we may collect, use, disclose and share amongst ourselves your Personal Data and disclose such Personal Data to our authorized service providers and relevant third parties. You agree that your license to access the UpRockets.io Dapp Services is subject to your continuing agreement to our Privacy Notice.

**7.5.3** Without limiting anything in the Privacy Notice or in these Terms, you represent, warrant, acknowledge, and agree that:

**7.5.3.1** we may process personal data relating to you and personal data relating to third parties when you provide personal data to us that relates to such individuals;

**7.5.3.2** before disclosing any personal data to us, you have read and understood these Terms, and before disclosing the personal data of third parties, you have provided these Terms to the third parties and obtained their consent hereto;

**7.5.3.3** any personal data that you disclose in connection with our Sites, the UpRockets.io Dapp Services, or other services was or will be disclosed in accordance with all applicable privacy and data protection laws, and that all such data are current, accurate and relevant; and

**7.5.3.4** Where you access or use third-party services, you have read, understood and agreed to the privacy notices and other terms applicable to those services, and the processing of any personal data in connection therewith, both by us and the applicable third party.

## **8. User Acknowledgements, Representation, Warranties, Covenants – Electronic Communications.**

### **8.1 You shall accept**

full responsibility for the security and authenticity of all Instructions sent via the UpRockets.io Dapp and you shall be bound by all such Instructions. We shall be entitled to assume that all Instructions received from your Enabled Device via the UpRockets.io Dapp are yours. We shall be under no obligation whatsoever to verify that such Instructions are in fact yours.

### **8.2 You are aware**

Instructions and information transmitted via the UpRockets.io Dapp are generally transmitted via the Internet and may be routed via public, transnational installations which are not specifically protected. We cannot guarantee that the Instructions and

information so transmitted will in fact be completely protected against such unauthorized access, and you accept these associated risks.

### **8.3 Any Instructions**

sent by you to us shall only be deemed to be received by us when we have successfully retrieved such Instructions from the relevant system and duly informed you of such receipt. In addition, any Instructions sent by you to any third parties (for example, network merchants) shall only be deemed to have been received by such third parties in accordance with their terms and conditions.

### **8.4 You agree**

without prejudice to any of these Terms, that, to the extent there are any terms in your local jurisdiction governing the time and place of dispatch and receipt of electronic communication, to the maximum extent permitted under applicable law, such terms shall not apply to your use of the UpRockets.io Dapp Services and that you shall be liable for any damage that may be caused through the use of the Internet – i.e. through loss, delay, misunderstandings, corrupted texts, unauthorized interceptions by third parties or duplicates.

### **8.5 You acknowledge**

and agree that in the event of any dispute arising in connection with your use of the UpRockets.io Dapp Services, our records (including electronic, computer and microfilm stored records) of all matters relating to your use of the UpRockets.io Dapp Services and/or of you (including Transaction History) at any specified date shall be conclusive of their accuracy and authenticity and shall be binding on you for all purposes whatsoever. In addition, you agree to the admissibility of such documents without further requirement of proof of authenticity or accuracy in a court of law under applicable evidentiary law, rules and/or regulations.

## **9 Fees.**

### **9.1 Your use of the**

UpRockets.io Dapp Services may be subject to certain Fees, which will, if applicable and to the extent permitted in your jurisdiction, be debited from your Digital Asset Wallet. The list of applicable Fees are set out on the UpRockets.io Dapp and may be amended by UpRockets.io from time to time.

### **9.2 All applicable Fees**

listed on the UpRockets.io Dapp and the Site are exclusive of any applicable Taxes and the actual Fee charged will be increased to account for any such applicable Taxes.

### **9.3 UpRockets.io will issue**

a payment notice to you for any Fees or amount that you owe us, including any amount owed to us as a result of us exercising our rights under these Terms. If such amount is not repaid within 7 calendar days from the date of notification, you confirm and authorize UpRockets.io to recover such amount from your other accounts with UpRockets.io by debiting any assets in those accounts or otherwise setting off against amounts owed to you.

## **10 Other Provisions Applicable to Our Services.**

### **10.1 UpRockets.io reserves the right to,**

in its sole discretion, refuse to process or to cancel any pending request from you for any Digital Asset Transfer, Digital Asset Conversion or Fiat to DA Conversion (each, a "Transaction"), including for purposes of compliance with Applicable Law.

### **10.2 UpRockets.io securely stores**

100% of all Digital Asset private keys in our control in a combination of online and offline storage. As a result, it may be necessary for UpRockets.io to retrieve this information from offline storage in order to facilitate a Transaction in accordance with your Instructions, which may delay the initiation or crediting of such Transaction for 48 hours or more. As a user of the UpRockets.io Dapp Services, you accept the risk that a Transaction facilitated by UpRockets.io may be delayed and you agree not to hold UpRockets.io responsible for any loss or damage (including loss of profits) arising out of or related to such delay.

### **10.3 It is your sole responsibility**

to determine whether, and to what extent, any Taxes apply to any transactions associated with your receipt or transfer of Digital Assets, and/or to the Transactions you conduct, and to withhold, collect, report and remit the correct amounts of Taxes to the appropriate tax authorities. Your Transaction History is available through the UpRockets.io Dapp. We are not obligated to, nor will we determine whether, and to what extent, Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction.

### **10.4 The loading of Digital Asset**

to your Digital Asset Wallet and/or any Transaction are subject to limits imposed by UpRockets.io (as may be amended with or without notice from time to time in UpRockets.io's sole discretion). Such limits are set out in the UpRockets.io Dapp but UpRockets.io may, in its sole discretion, apply different limits to you specifically. We may also require you to submit additional information about yourself (including any person associated with you and your activities), provide records of, and arrange for meetings with UpRockets.io staff to discuss your loading of Digital Asset to your Digital Asset Wallet or any Transaction you have effected.

### **10.5 Fees and account balances**

in the UpRockets.io Dapp are not rounded, however, they may be displayed to you as rounded up or down to the nearest four decimal places.

### **10.6 State Specific Disclosures**

We prohibit access to our Services in the following jurisdictions: New York, any jurisdiction that is subject to Sanctions by any U.S. governing authorities, and any jurisdiction that we may determine poses an elevated financial risk, legal liability, or violates card network or bank policies, as we may determine from time to time.

## **11 Intellectual Property.**

### **11.1 Intellectual Property Ownership and Use.**

You acknowledge and agree that:

**11.1.1** the UpRockets.io trademarks and logos, and any other logos, service marks, product names, and other proprietary indicia used in the UpRockets.io Dapp, are the property of either UpRockets.io or third party licensors (collectively, the “Trademarks”);

**11.1.2** the intellectual property rights in and to the UpRockets.io Dapp Services, the UpRockets.io Dapp, and the Site are either owned by us or licensed to us by third-party licensors, and, as between you and us, we are and will remain the sole and exclusive owner of all right, title, and interest in and to the UpRockets.io Dapp Services, the UpRockets.io Dapp, the Site, and all intellectual property related thereto

**11.1.3** other than the license expressly granted by you in these Terms, no other rights are granted to you in respect of either the Trademarks, the UpRockets.io Dapp, the Site, or the UpRockets.io Dapp Services; and

**11.1.4** no part or parts of the UpRockets.io Dapp may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works, or otherwise used or commercially exploited in any manner or by any means or stored in an information retrieval system without our prior written permission.

### **11.2 Limited License to Use Customer Data.**

Subject to these Terms, you hereby grant us a limited, royalty-free, fully paid up, non-exclusive, transferable, and sublicensable license to process the data you provide to us (“Customer Data”) in the United States as necessary to provide the Services for your benefit as provided in these Terms for so long as you use our Services.

## **12 Limitation of Services / Termination / Account Closure.**

### **12.1 UpRockets.io may at any time,**

and without liability to you, terminate, suspend, or limit your use of the UpRockets.io Dapp Services (including freezing the Digital Assets in your account, freezing or closing your Digital Asset Wallet, freezing or closing your Fiat Wallet, refusing to process any transaction, or wholly or partially reversing, canceling, or voiding any transactions that have been affected) for any reason, including: (a) in the event of any breach by you of these Terms or applicable Annex and all other applicable terms; (b) for the purposes of complying with Applicable Laws; (c) where UpRockets.io suspects that a transaction effected by you is potentially connected to any unlawful activities (including but not limited to money laundering, terrorism financing and fraudulent activities); (d) to remedy the effects of any defect in or compromise to any information system upon which UpRockets.io relies on; (e) as may be informed by its internal monitoring policy and the profile of spending reasonably anticipated for the type of consumer group you belong to; or (f) in UpRockets.io's absolute opinion that an order or transaction has been executed based on an aberrant or erroneous value.

**12.2 Such suspension, limitation,**

or termination described herein shall not abridge, suspend, terminate, or otherwise affect your obligations under these Terms and your obligations under these Terms will continue in the event of such suspension or termination described in Clause 12.1 above.

**12.3 You shall not be entitled**

to any payment, compensation, or damages from us in relation to any suspension, reversal, or termination of your use of the UpRockets.io Dapp Services for any reason whatsoever. Any limitation, suspension, or termination of your use of the UpRockets.io Dapp Services for any reason whatsoever shall not release you from any liability or responsibility on your part that at the time of such limitation, suspension, or termination has already accrued.

**12.4 Our rights of limitation,**

suspension, and termination under these Terms shall be without prejudice to any other rights or remedies which we may have (whether under these Terms, Applicable Law or otherwise).

**12.5 If you wish to suspend**

or terminate your access to and use of any of the UpRockets.io Dapp Services or close your account, you are required to submit a request to UpRockets.io in such manner and form and accompanied by such information and supporting documentation as may be required by us to request for and effect such suspension or termination. You acknowledge and agree that you will be subject to such terms and conditions as we may consider applicable to such suspension or termination.

**12.6 If, at the time of the submission**

of your account closure request, your account has any outstanding or ongoing obligations, commitments, or activities, including but not limited to any fixed term loan, deposits, or Lock up or any amount due to UpRockets.io, you agree that UpRockets.io shall not be obliged to process such closure requests until all such obligations, activities, or commitments have been discharged or expired.

**12.7 If you have a remaining balance**

in your account which has been suspended or closed, you are not entitled to recover such Digital Assets from your Digital Asset Wallet and Fiat from your Fiat Wallet or where we have reasonable grounds to suspect that such Digital Assets or Fiat were obtained through fraud or any unlawful means or connected with any criminal activities.

**12.8 We may at any time and without notice to you**

(i) set off any amount we owe you against any amount that you owe us; or  
(ii) recover any amount you owe us (in either case, whether or not the obligation is matured or contingent and irrespective of the currency, asset or place of payment). Any amounts that are so set off will be discharged promptly and in all respects.

**13 Customer Feedback, Queries, Complaints.**

While we strive to respond to you as soon as possible, for more complicated issues, it may take us up to 45 days or longer to resolve and get back to you. You accept and agree that we shall not be responsible for any loss and damage incurred during such a period.

**14 Disclaimer of Warranty; Limitation of Liability.**

**14.1 The Services** are provided “as is” and “as available” and without any representation or warranty, whether express, implied, or statutory. except as expressly provided in these terms, to the fullest extent permitted by law, UpRockets.io disclaims all other representations or warranties, express or implied, made to you, your affiliates or any other person, including without limitation, any warranties regarding title, non-infringement, timeliness, quality, suitability, merchantability, fitness for a particular purpose, or otherwise (regardless of any course of dealing, custom, or usage of trade) of any service or any goods provided incidental to the UpRockets.io Dapp services provided under these terms. In addition, UpRockets.io does not represent or warrant that the services are accurate, complete, reliable, current, or error-free. While UpRockets.io attempts to make your use of the services safe, we cannot and do not represent or warrant that the services are free of viruses or other harmful components. our liability in

respect of representations and warranties that cannot be excluded is limited, at our option, to any one of:

**14.1.1** re-supplying, replacing, or repairing the relevant services; or

**14.1.2** paying the cost of the re-supplying, replacement, or repairing of the relevant services.

**14.2 Notwithstanding anything** in these terms to the contrary, to the extent permitted by law, in no event shall UpRockets.io or any of UpRockets.io's representatives be liable to you for any losses or damage or claims:

**14.2.1** due to an unusual or unforeseeable event, outside our reasonable control and the consequences of which could not have been avoided even if all due care had been exercised (including, but not limited to, force majeure events);

**14.2.2** arising from or in connection with:

**14.2.2.1** any interruption, delay, suspension, discontinuance, or failure of the UpRockets.io Dapp or UpRockets.io Dapp services;

**14.2.2.2** any refusal to process or authorize, or any reversal of, any transaction for any reason;

**14.2.2.3** your inability to effect or complete any transaction due to system maintenance or breakdown / non-availability of the UpRockets.io Dapp, network, our hardware, or software or that of any third parties;

**14.2.2.4** use of your enabled device and the UpRockets.io Dapp services by third parties, whether authorized or unauthorized by you; any theft or loss of your enabled device; or

**14.2.2.5** any unauthorized or ineligible use of the UpRockets.io Dapp services contrary to these terms;

**14.2.3** due to compliance with applicable laws and/or court orders;

**14.2.4** arising out of or in connection with these terms, an annex, or the services for lost profits, lost revenues, lost business opportunities, lost data, other intangible losses, punitive, exemplary, special, incidental, indirect, or consequential damages, each of which is hereby excluded by agreement of the parties to these terms, regardless of whether such damages were direct or indirect, foreseeable or unforeseeable, or whether our or our representatives have been advised of the possibility of such damages; and

**14.2.5** resulting from hacking, tampering, virus transmission, or other unauthorized access or use of the services, your account, or any information contained therein.

**14.3 In no event** will our aggregate liability for any loss or damage arising in connection with the services exceed the fees you paid us for your use of the relevant services during the twelve (12) month period immediately preceding the event giving rise to the claim for liability. the foregoing limitations of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

**14.4 UpRockets.io** shall not be liable for fault on the part of any third-party service providers instructed by us. In such cases, our liability shall be limited to using reasonable care in the selection, appointment, and instruction of such third-party service providers (but not of any subcontractor or other third party such third-party service providers may use).

**14.5 Nothing in these terms** shall operate to limit or exclude any liability for fraud, gross negligence, or for death or personal injury resulting from negligence.

**14.6 As set forth** more fully in section 16 below, the parties agree that any claims against the other under these terms may only be brought on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. no court or adjudicator may consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. any relief awarded to any user of the UpRockets.io Dapp services cannot and may not affect any other users.

## **15 Indemnification.**

You agree to indemnify and hold UpRockets.io and its third-party service providers, each of their respective Affiliates, and each of the foregoing parties' respective shareholders, members, managers, officers, directors, agents, joint venture entities, employees, and representatives, harmless from any first-party or third-party claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any governmental or regulatory authority) arising out of or related to (a) your breach of any of these Terms; (b) your breach of any of the terms of our third party service providers; (c) your use of the UpRockets.io Dapp and/or the UpRockets.io Dapp Services, including but not limited to Fiat Wallet; (d) any act or omission on your part related to UpRockets.io, the UpRockets.io Dapp, and/or the UpRockets.io Dapp Services, including but not limited to Fiat Wallet; and (e) your violation of any Applicable Laws or regulations of any jurisdiction, or the rights of any third party.



## **16 Dispute Resolution; Binding Arbitration; Class Waiver.**

**16.1** Please read the following section carefully because it requires you to arbitrate certain disputes and claims with UpRockets.io and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under these Terms. In addition, arbitration precludes you from suing in court or having a jury trial.

### **16.2 No Representative Actions; Class Waiver.**

You and UpRockets.io agree that any dispute, including but not limited to disputes arising out of or related to these Terms or our Services is personal to you and UpRockets.io and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

## **17 Top-ups to Your Digital Asset Wallet from an External Wallet.**

You may load Digital Asset(s) to your Digital Asset Wallet by effecting a transfer of such Digital Asset from any external wallet to the relevant address for your Digital Asset Wallet, which will be available on the UpRockets.io Dapp and if not we are exempt from the liability of providing that.

**17.1** You acknowledge and agree that it is your responsibility to ensure that:

**17.1.1** the correct address for your Digital Asset Wallet (as reflected on the UpRockets.io Dapp) is entered when you effect a transfer of Digital Asset from your external wallet to your Digital Asset Wallet; and

**17.1.2** only the Digital Assets that are supported by the Digital Asset Wallet and Digital Wallet address will be transferred to your Digital Asset Wallet.

**17.2** You also acknowledge that:

**17.2.1** the transfer of any Digital Asset to an incorrect address (i.e. an address other than the correct address for your Digital Asset Wallet); or the transfer of any type of Digital Asset that is not supported by the Digital Asset Wallet will result in the irreversible loss of such Digital Asset.

**17.2.2** We shall bear no liability for any such loss of Digital Assets or other value.

**17.3** Excluding erroneous transfers, a transfer of Digital Asset to your Digital Asset Wallet is only deemed to be confirmed when the balance of your Digital Asset Wallet (as reflected in the UpRockets.io Dapp) has been updated to reflect such transfer.

**17.4** UpRockets.io reserves the right to reject any transfer of Digital Asset to your Digital Asset Wallet. In such a scenario, the relevant Digital Asset will not be credited to your Digital Asset Wallet and UpRockets.io will effect a transfer of the same amount of the

relevant Digital Asset, less any applicable fees, back to the address from which it was sent.

## **18 Digital Asset Transfers.**

You may transfer any Digital Asset from your Digital Asset Wallet to a specific external address or to another UpRockets.io Dapp user via the UpRockets.io Dapp, with the exception of certain Digital Assets which are not supported in respect of Digital Asset Transfers, as determined by UpRockets.io at its sole discretion, and subject to change from time to time.

**18.1** UpRockets.io processes all Digital Asset Transfers according to the Instructions received from you and does not guarantee the identity of any recipient. You should verify all transaction information prior to submitting Instructions for a Digital Asset Transfer to UpRockets.io as the Digital Asset Transfer may not be canceled or reversed once processed by UpRockets.io unless UpRockets.io decides at its sole discretion that the transaction should be canceled or reversed and is technically capable of such cancellation or reversal. You acknowledge that you are responsible for ensuring the accuracy of any Instructions submitted to UpRockets.io and that any errors may result in the irreversible loss of your Digital Asset.

**18.2** You agree to have sufficient Digital Asset in the Digital Asset Wallet prior to instructing UpRockets.io to affect any Digital Asset Transfer. If your Digital Asset in your Digital Asset Wallet is not sufficient to cover the amount required for UpRockets.io to complete the Digital Asset Transfer, UpRockets.io will not proceed to effect the Digital Asset Transfer and UpRockets.io is under no obligation to attempt to fulfill your Digital Asset Transfer using an alternative method of transfer. You hereby authorize us to debit your Digital Asset Wallet(s) for the full amount required for UpRockets.io to complete the Digital Asset Transfer.

**18.3** We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party. We are not responsible for ensuring that a third-party buyer or a seller you transact with will complete the transaction or is authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party using Digital Assets transferred from your Digital Asset Wallet, or if you have a dispute with such a third party, you should resolve the dispute directly with that third party.

## **19 E-Sign disclosure and consent**

E-SIGN Consent to Use Electronic Records and Signature.

**19.1** We are legally required to provide you with certain disclosures and information about the use of electronic records and electronic signatures as well as the electronic delivery of disclosures, documents, notices, and other information.

**19.2** The following disclosures are required by the federal Electronic Signatures in Global and National Commerce Act (“E-SIGN”) and related state laws. As part of the application process, including the establishment and ongoing maintenance of your Account, you have the option to receive all required documents and disclosures electronically. In order for you to take advantage of this service, you must first be provided with this E-SIGN Disclosure and Consent document. There is no possible withdrawal of this consent and we believe if you are using our services, you have given your consent to the term and conditions. If, after reading this document carefully, you continue to access and use the Services, that constitutes your affirmative consent to receive disclosures, notices, and other documents and all changes to the disclosures, notices, etc. (“Records and Communications”) electronically.

**19.3** Your agreement permits us to communicate with you via email as well as to our general use of electronic records and electronic signatures in connection with the Services. You further agree that your computer or mobile device satisfies the hardware and software requirements specified below and that you have provided us with a current email address to which we may send electronic Records and Communications to you.