

Terms and Conditions

Virtuse Xchange Private Limited. (hereinafter referred to as "the company") is a company incorporated in the Republic of Singapore under the laws of the Republic of Singapore, and operates the website <https://www.virtuse.com> (hereinafter referred to as "this Website" or "the Website"), which is a platform dedicated to the transaction of digital assets and the provision of related services (hereinafter referred to as "the Service").

This agreement is between you and the website, Virtuse Xchange (VEX). By using any services made available through VEX (<https://www.virtuse.com>), or VEX affiliates, you agree that you have read, understood and accepted all terms and conditions contained in this Terms of Use agreement, as well as our Privacy Policy and Consent Form which have incorporated the GDPR regulation. As this is a legally binding contract, please carefully read through this agreement and related notices before using any of our Services. By registering, accessing or using VEX, you have agreed to the terms and conditions as laid out in this User Agreement. Should you disagree to this User Agreement, please proceed to initiate the account deactivating function (for existing users) and stop the usage of VEX and any of its services.

For the convenience of the Users, all content on VEX may be available in multiple languages. In case of any conflict between different language versions of such content or any omission in any language version, the Chinese version of such content shall prevail.

For more information on VEX, you can refer to the company and license information found on the website. If you have questions regarding this agreement, please feel free to contact VEX for clarification via our Customer Support team.

Virtuse Xchange reserves the right to modify or change the terms and conditions of the agreement at any time and at its sole discretion. VEX will provide notice of these changes by updating the revised Terms of Use on the webpage (<https://virtuse.exchange/public/pdf/Terms-and-conditions.pdf>). Any and all modifications or changes to the Terms of Use will be effective immediately upon being announced on the website or released to users. As such, your continued use of VEX's services acts as acceptance of the amended agreement and rules.

Eligibility

By registering to use a VEX Account, you have affirmed that you are at least 18 years old and are an individual, legal person or other organization with full legal capacity to

enter into this User Agreement between you and VEX. If you are not, you and your guardian shall undertake all consequences resulting from your actions and VEX shall have the right to cancel or freeze your account in addition to filing claims against you and your guardian for compensation.

Prohibition of use

By accessing and using VEX and any of its services, you acknowledge and declare that you are not on any trade or economic sanctions lists, such as the United Nations Security Council Sanctions List and its equivalent. VEX maintains the right to select its markets and jurisdictions to operate and may restrict or deny its services to certain countries. The content of this Agreement shall not be excluded from the laws of the country under which the user belongs. VEX maintains its stance that prohibited users are not to use or access VEX and any of its services.

Description of services

VEX provides an online digital asset trading platform (crypto to crypto) for products commonly known as cryptographic tokens, digital tokens or cryptographic currency. VEX does not provide fiat trading capabilities on its platform and as such is not subjected to the stringent regulations that come with it. VEX functions as a trading platform provider and is not a buyer or seller in trades made between traders. VEX is also not a market maker. Traders must register and open an account with VEX and deposit digital assets prior to commencement of trading. Traders may request the withdrawal of their digital assets, subject to the limitations as stated in the Terms and Conditions.

VEX strives to maintain the accuracy of information posted on its website however it cannot guarantee the accuracy, suitability, reliability, completeness, performance or fitness for purpose of the content through the website and will not accept liability for any loss or damage that may arise directly or indirectly from the content. Information on VEX website can be subjected to change without notice and is provided for the primary purpose of facilitating users to arrive at independent decisions. VEX does not provide investment or advisory advice and will have no liability for the use or interpretation of information as stated in its website or other communication mediums. All users of VEX must understand that there are risks involved in trading. VEX encourages all users to exercise prudence and trade responsibly within their own means.

While VEX emphasizes platform security to ensure the continuity and security of its services (announcements will be made in event of downtime/maintenance), VEX reserves the right to cancel, rollback or block transactions of all type on its platform in event of abnormal transactions. VEX will not ask for any password from its users nor ask users to transfer funds that are not listed on its trading platform. Users are encouraged to exercise prudence in dealing with discounts or promotions that could lead to them getting scammed. While the list is non-exhaustive, you agree that VEX will not be held responsible for any losses arising from the situations stated above.

By using VEX and any of its services, you declare that all information to VEX in connection with these Terms are true, accurate and complete.

Important reminder: We hereby remind you that:

Digital assets trading is highly risky and therefore not suitable for the vast majority of people. You acknowledge and understand that investment in digital assets may result in partial or total loss of your investment and therefore you are advised to decide the amount of your investment on the basis of your loss-bearing capacity. You acknowledge and understand that digital assets may generate derivative risks. Therefore, if you have any doubt, you are advised to seek assistance from a financial adviser first. Furthermore, aside from the above-mentioned risks, there may also be unpredictable risks. Therefore, you are advised to carefully consider and use clear judgment to assess your financial position and the abovementioned risks before making any decisions on buying and selling digital assets; any and all losses arising therefrom will be borne by you and we shall not be held liable in any manner whatsoever.

- 1. The digital assets themselves are not offered by any financial institution, corporation or this Website;
- 2. The digital asset market is new and unconfirmed, and will not necessarily expand;
- 3. Digital assets are primarily used by speculators, and are used relatively less on retail and commercial markets; digital asset transactions are highly risky, due to the fact that they are traded throughout the day without limits on the rise or fall in price, and market makers and global government policies may cause major fluctuations in their prices;
- 4. Digital asset transactions may be suspended or prohibited at any time due to the enactment or modification of national laws, regulations and regulatory documents.

You understand that VEX is only intended to serve as a venue for you to obtain digital asset information, find trading counterparties, hold negotiations on and effect transactions of digital assets. VEX does not participate in any of your transactions,

and therefore you shall, at your sole discretion, carefully assess the authenticity, legality and validity of relevant digital assets and/or information, and solely bear the responsibilities and losses that may arise therefrom.

All opinions, information, discussions, analyses, prices, advice and other information on this Website are general market reviews and do not constitute any investment advice. We do not bear any loss arising directly or indirectly from reliance on the abovementioned information, including but not limited to, any loss of profits.

The content of www.virtuse.com may be changed from time to time and at any time without notice, and we have taken reasonable measures to ensure the accuracy of the information on the Website; however, we do not guarantee the degree of such accuracy, or bear any loss arising directly or indirectly from the information on this Website or from any delay or failure caused by failure to link up with the internet, transmit or receive any notice and information.

The Company may suspend or terminate your account or use of the Service, or the processing of any digital asset transaction, at any time if it determines in its sole discretion that you have violated this Agreement or that its provision or your use of the Service in your jurisdiction is unlawful. **USE OF THE SERVICE BY PERSONS LOCATED IN THE UNITED STATES OF AMERICA IS PROHIBITED.**

<http://www.virtuse.com> is the sole official external information release platform for this Website;

No service on www.virtuse.com may be paid for by credit card;

It is prohibited to use VEX to engage in any illegal transaction activities, such as money laundering, smuggling and commercial bribery. In the event that any of such activities is uncovered, www.virtuse.com will adopt all available measures, including but not limited to freezing the offender's account, notifying relevant authorities, etc., and we will not assume any of the responsibilities arising therefrom and reserve the right to hold relevant persons accountable;

It is prohibited to use www.virtuse.com for the purpose of malicious manipulation of the market, improper transactions or any other illicit trading activities. Where any of such illicit trading activities is uncovered, this Website will adopt such preventive and protective measures as warning, restricting trading and closing accounts against any and all such malicious manipulation of prices, maliciously influencing the trading system and any other illicit behaviors; we do not assume any of the responsibilities arising therefrom and reserve the right to hold relevant persons accountable.

After you become a member of this VEX, you will receive a member account and corresponding password, which shall be properly kept by you as a member of VEX; Members shall be liable for all activities and events carried out through their accounts.

1. You cannot engage in trading on the digital asset trading platform provided by VEX and gain access to the services that are exclusively available to members in accordance with the rules and regulations of VEX, unless and until you become a member of this Website; if you are not a member of this Website, you can only log in to and browse the Website and have access to other services as are permitted by the rules and regulations of this Website.
2. Upon registering yourself as a member of this Website and using any of the services and functions offered by VEX, it shall be deemed that you have read, understood this Agreement, and:
 - accepted to be bound by all terms and conditions of this Agreement;
 - You confirm that you have attained the age of 16, or another statutory age for entering into contracts as is required by a different applicable law, and your registration with VEX, purchase or sale via this Website, release information on VEX and other behaviors indicating your acceptance of the Services offered by this Website shall comply with the relevant laws and regulations of the sovereign state or region that has jurisdiction over you, and you confirm that you have sufficient capacity to accept these terms and conditions, enter into transactions and to use this Website for digital asset transactions.
 - You undertake that all your digital assets involved in transactions hereunder are legally acquired and owned by you.
 - You agree to undertake any and all liabilities for your own transaction and non-transaction activities as well as any and all profits and losses therefrom.
 - You confirm that the information provided at the time of registration is true and accurate.
 - You agree to comply with any and all relevant laws, including the reporting of any transaction profits for tax purposes
 - This Agreement is only binding on the rights and obligations between you and us, and does not involve legal relations and legal disputes arising from and relating to the transaction of digital assets between the users of VEX, and between other websites and you.

Limitation and Exemption of Liability

1. You understand and agree that under no circumstance will we be held liable for any of the following events:
 - loss of income;
 - loss of transaction profits or contractual losses;
 - disruption of the business
 - loss of expected currency losses
 - loss of information

- loss of opportunity, damage to goodwill or reputation
 - damage or loss of data;
 - cost of purchasing alternative products or services;
 - any indirect, special or incidental loss or damage arising from any infringement (including negligence), breach of contract or any other cause, regardless of whether or not such loss or damage may reasonably be foreseen by us, and regardless of whether or not we are notified in advance of the possibility of such loss or damage.
2. You understand and agree that we shall not be held liable for any damages caused by any of the following events:
- Where we are properly justified in believing that your specific transactions may involve any serious violation or breach of law or agreement;
 - Where we are reasonably justified in believing that your conduct on VEX is suspected of being illegal or immoral;
 - The expenses and losses arising from the purchase or acquisition of any data, information or transaction, etc. through the services offered by VEX;
 - Your misunderstanding of the Services offered by VEX;
 - Any other losses related to the services provided by VEX, which cannot be attributed to us.

Where we fail to provide the Services or delay in providing such Services due to information network equipment maintenance, information network connectivity failures, errors in computer, communications or other systems, power failures, weather conditions, unexpected accidents, industrial actions, labor disputes, revolts, uprisings, riots, lack of productivity or production materials, fires, floods, storms, explosions, wars, failure on the part of banks or other partners, collapse of the digital asset market, actions by government, judicial or administrative authorities, other acts that are not within our control or beyond our inability to control, or due to causes on the part of third parties, we shall not assume any responsibility for such failure to provide service or delay in providing services, or for the resultant loss you may sustain as a result of such failure or delay.

1. We cannot guarantee that all the information, programs, texts, etc. contained in VEX are completely safe, free from the interference and destruction by any malicious programs such as viruses, trojans, etc., therefore, your log-into this Website or use of any services offered by VEX, download of any program, information and data from VEX and your use thereof are your personal decisions and therefore you shall bear the any and all risks and losses that may possibly arise.

2. We do not make any warranties and commitments in connection with any of the information, products and business of any third party websites linked to this Website, as well as any other forms of content that do not belong to us; your use any of the services, information, and products provided by a third party website is your personal decision and therefore you shall assume any and all the responsibilities arising therefrom.
3. We do not make any explicit or implicit warranties regarding your use of the Services offered by VEX, including but not limited to the applicability, freedom from error or omission, consistency, accuracy, reliability, and applicability to a specific purpose, of the services provided by VEX. Furthermore, we do not make any commitment or guarantee in connection with the validity, accuracy, correctness, reliability, quality, stability, integrity and timeliness of the technology and information covered by the services offered by VEX. Whether to log in VEX or use the services provided by this Website is your personal decision and therefore you shall bear all the risks and possible losses arising from such decision. We do not make any explicit or implicit warranties in connection with the market, value and price of digital assets; you understand and acknowledge that the digital asset market is unstable, that the price and value of assets may fluctuate or collapse at any time, and that the transaction of digital assets is based on your personal free will and decision and therefore you shall assume any and all risks and losses that may possible arise therefrom.
4. The guarantees and undertakings specified in this Agreement shall be the only guarantee and statements that we make in connection with the Services provided by us under this Agreement and through VEX, and shall supersede any and all the warranties and commitments arising in any other way and manner, whether in writing or in words, express or implied. All these guarantees and statements represent only our own commitments and undertakings and do not guarantee any third party's compliance with the guarantees and commitments contained in this Agreement.
5. We do not waive any of the rights not mentioned in this Agreement and to the maximum extent permitted by the applicable law, to limit, exempt or offset our liability for damages.
6. Upon your registration of your account with VEX, it shall be deemed that you approve any and all operations performed by us in accordance with the rules set

forth in this Agreement, and any and all risks arising from such operations shall be assumed by you.

Termination of Agreement

- VEX shall have the right to cancel your account with VEX in accordance with this Agreement, and this Agreement shall be terminated on the date of the cancellation of your account.
- VEX shall have the right to terminate all Service offered by VEX to you in accordance with this Agreement, and this Agreement shall terminate on the date of termination of all services offered by this Website to you.
- After the termination of this Agreement, you do not have the right to require VEX to continue to provide you with any service or perform any other obligation, including, but not limited to, requesting VEX to keep or disclose to you any information in your former original account, or to forward to you or any third party any information therein that is not read or sent.
- The termination of this Agreement shall not prevent the observant party from demanding the breaching party to assume other liabilities.

Transaction Supervision

- We constantly set and adjust daily trading and cash withdrawal limits based on security requirement and actual state of transactions;
- If the transaction occurs frequently in an account registered by you or is beyond reasonable circumstances, our professional team will assess and determine whether such transaction is suspicious;
- If we identify a specific transaction as suspicious on the basis of our assessment, we may adopt such restrictive measures as suspending the transaction or denying the transaction, and if it is possible, we may even reverse the transaction as soon as possible, and report to the competent authorities, without, however, notifying you;
- We reserve the right to reject registration applications by applicants that do not comply with the international standards against money laundering or who may be regarded as political and public figures; we reserve the right to suspend or terminate a transaction identified as suspicious based on our own assessment, which, however, does not breach any of our obligations and duties to you.

Trademarks

'Virtuse' is trademark of Virtuse Exchange. Other marks, graphics, typefaces, trademarks and logos appearing on the Website are trademarks or trade dress of

Virtuse Exchange. All other trademarks appearing on the Website are property of their respective owners. Our trademark and trade dress may not be used in any manner for any purpose without our express written consent.