

Terms of Service

Last Updated September 1, 2024

Thank you for visiting Coincentual.com (Coincentual or “We”). By visiting, accessing, or using Coincentual.com and associated web application program interface (“Site”), You (“User” or “You”) consent to the Terms of Service (the “Terms”), so please read them carefully.

The Terms constitute the agreement and understanding regarding the use of any or all of the Services, and any manner of accessing them, between: You and one of the following service providers (“we,” “us” or “our”), depending on your location, nationality, services used, and your level of KYC completed: By clicking on the "Create Account" button or by visiting the Site, we may provide You with access and utility through our trading platform via software, API (application program interface), technologies, products and/or functionalities. The services that We offer through the Site (the “Services”) are:

As described in the Terms, You agree to be legally bound by these terms and all terms incorporated by reference. If You do not agree to be bound by these terms, do not access or use the Services.

We reserve the right to change or modify the terms and conditions contained in the Terms, including but not limited to any policy or guideline of the platform, at any time and at our sole discretion. We will provide notice of these changes by posting the revised Terms and changing the "Last updated" date at the top of the Terms, or by emailing Users at their provided email addresses, or by any other means as determined by us at our sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to the Site or at the instant that we transmit the information. These changes will apply at that instant to all then current and subsequent uses or Services.

You waive any right You may have to receive specific notice of such changes or modifications.

Your continued use of this platform acts as acceptance of such changes or modifications. If You

do not agree to the Terms in effect when You access or use the platform, You must stop using our services. We encourage You to frequently review the Terms to ensure that You understand the terms and conditions that apply to your access to, and use of, the Services. If You have any questions regarding the use of the Site, please contact support@Coincentual.com.

You should read the Terms, and any document referred to in them very carefully. If there is anything that You do not understand in the Terms and any document referred to herein, you should discuss this matter with us and seek the necessary clarification.

Any formal communication with You will be undertaken through electronic mail unless otherwise instructed. Documents will be sent to you by electronic mail and you should seek to send any documents to us by the same means. You will also be able to contact us via live support.

Any formal communication with You will, unless otherwise agreed, be made in the English language. In the event of any discrepancy between the English language version of the Terms or any such communications and any translation of the Terms or such communications (as applicable) in a foreign language, the respective English version shall prevail.

1. ELIGIBILITY AND PROHIBITION OF USING OUR SERVICES

The Services are intended solely for Users who are 18 or older. By accessing or using our Services, You represent and warrant that You are at least 18 years old and have not previously been suspended or removed from the Site or Services. You also represent and warrant that You are not on any trade or economic sanctions lists, such as the United Nations Security Council Sanctions List, nor restricted or prohibited from engaging in any type of trading by the European Union, Hong Kong Monetary Authority, Hong Kong Customs and Excise Department, Office of Foreign Asset Control as well as other administrative law enforcement agencies.

2. DESCRIPTION OF OUR SERVICES

We provide an online trading platform to trade VFAs (or also known as virtual financial assets, cryptographic tokens or digital tokens or cryptographic currency) and derivatives linked to VFAs

or indices thereof. Buyers and sellers conduct trading on our platform with each other. By accepting the Terms, you expressly agree to the pooling of your VFAs with the VFAs of other Users. Individual User entitlements may not be identifiable by separate physical documents of title or other electronic record and, in the case of an irreconcilable shortfall, you may not receive your full entitlement and may share in the shortfall pro rata.

Accuracy: While we have made every effort to ensure the accuracy of the information on our website, the information and content on the website is subject to change without notice and is provided for the sole purpose of assisting Users to make independent decisions. We have taken reasonable measures to ensure the accuracy of the information on the website; however, we do not guarantee the accuracy, suitability, reliability, completeness, performance and/or fitness for purpose of the content of any Services or products available through the website, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access the Site, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through our platform. We will not have any liability for the use or interpretation of such information.

Users shall prepare devices and bear costs as follows:

- 1) internet-connected device, including but not limited to computer or other internet-connected terminals;
- 2) internet-accessing costs, including but not limited to internet fees, rental charges for internet-connected equipment, cellular data fees, etc.

While using the Services, You accept the information services provided by us. You hereby authorize us to send commercial information to You via e-mail, SMS, mobile notification, or mailing address. You can opt out of such services by changing relevant settings on the website. You acknowledge and consent that the Services are provided by us according to its current technological capacity and other conditions. While we have made every effort to ensure continuity and security of the Services, we are unable to completely foresee and hedge legal,

technological and other risks including but not limited to force majeure, virus, hacker attack, system instability, flaw in third-party services, act of government, etc. that may result in service interruption, data loss and other losses and risks. When the system platform is unable to operate properly because of the following circumstances and the User is unable to access the Services or place or cancel an order, we assume no liability for damages. These circumstances include, but are not limited to:

System downtime during maintenance as announced by our platform. Telecom or Networking equipment issues.

Typhoon, earthquake, tsunami, flood, power failure, war, terrorist attacks, and other force majeure factors.

Any other issues, including hacker attacks, computer virus intrusion or attack, website or backend maintenance and upgrade, banking related issues, government regulation or mandates, and any other third party issues.

Withdrawal Request

Our withdrawal request which is usually on working days (Monday - Friday) to enhance the speed and efficiency of a successful transaction.

Damages to Users or other third parties caused by third parties.

For abnormal transactions, market interruption and other abnormal conditions caused by system failure, network failure, distributed denial of service attacks (DDos) and other hacker attacks and other unexpected factors, we have the right to cancel the abnormal transaction results. For Futures, C2C, and Margin Lending we have the right to rollback all the transactions of a certain period of time as described in the respective User Agreement.

We shall not ask for any password from our Users, nor shall we ask Users to transmit any funds, VFAs or VFAs addresses, as applicable, that are not listed on the trading platform. We shall not be responsible for any losses caused by transmitting funds, VFAs or VFAs addresses, as applicable, that are not listed on the trading platform.

Abnormal transaction handling: While using the Services, You agree and acknowledge the possibility of discontinuity and disruption of the Services due to connectivity problems of the VFA networks or other force majeure. Users shall make sure to provide only correct information. Coincidental does not assume any responsibility of any losses caused by the aforementioned situations due to your providing incorrect information that results our inability reaching out and explaining to You the handling procedures. We have the right to know the purpose and background of the Users who use our products or services. Users should provide comprehensive and accurate information as required. If we have reasonable grounds to suspect that the User has provided false trading information, we are entitled to restrict the User from the use of some or all of our products and services temporarily or permanently.

For abnormal transactions, market interruption and other abnormal conditions caused by system failure, network failure, distributed denial of service attacks (DDos) and other hacker attacks and other unexpected factors, we have the right to cancel the abnormal transaction results. For Futures, C2C, and Margin Lending we have the right to rollback all the transactions of a certain period of time as described in the respective User Agreement.

3. RISK DISCLOSURE

Trading of VFAs involves significant risk. The risk of loss in trading or holding VFAs can be substantial. You should therefore carefully consider whether using the Spot Services or Additional Services is suitable for You in light of your financial condition.

There is no assurance that our trading market for VFAs will be orderly and stable. You should exercise prudence in trading in VFAs (as well as any other assets). Prices can and do fluctuate at any given moment for any reason. Due to such price fluctuations, You may gain or lose value in your assets at any given moment. Any VFA or trading position may be subject to large swings in value and may even become worthless.

The User shall bear any loss resulting from his/her own fault or error, including but not limited to: not in accordance with the transaction prompts operation, not timely trading operations, forgetting or leakage of passwords, passwords are cracked, and/or the Users computer is invaded or hacked by others.

In the event of a potential loophole in the trading rules that unjustly enriches the User, we will contact the User to recover the gains. The User must effectively cooperate, otherwise, we will take actions, including, but not limited to restrictions on account transactions, freezing account funds, prosecution of the User in a court with right of jurisdiction and other recourse measures. In the event that the User does not cooperate, the User will also bear recourse costs.

Additional Services may have incremental risk factors. Please note that:

- You may sustain a total loss of initial margin and any additional VFAs deposited with us to maintain your position;
- If the market moves against your position or margin levels are increased you may be requested to transfer additional VFAs on short notice to maintain your position;
- If you fail to comply with a request for the additional transfer of VFAs to your account within the time prescribed, we may at our sole discretion liquidate any or all of your positions at a loss;
- You are not required to provide a license but "if" the signature and patterns/win rate on your trade suggests you are using a professional service or you are an inside trader which is prohibited. Then you are required to provide your trade license (if your account is under pending and review) before further transactions/trading can be carried out on your account.
- Whether you make a profit or a loss will depend on fluctuations in the price of the respective VFA;
- MIFID is the Markets in Financial Instruments Directive to establish a stronger, effective, and transparent market in the jurisdiction of the EU. Following a stringent set of rules set by MIFID this is to ensure our traders are of clear intention moving crypto funds without being

involved in money laundering as this is a case in the EU market now. For this reason all taxes and withdrawal fees are being calculated to be cleared before the transaction will be approved.

- We may trigger a socialised clawback mechanism to take a portion of your gain to cover the shortfall, as described in User Agreement.
- Be aware that any withdrawal above five thousand dollars on a single withdrawal will attract tax filing and documentation. We offer a one time (one year 15% fee) tax clearance above the said amount and every other subsequent withdrawal will be tax free with only a 2% withdrawal fee.
- If you trade under gold plan and above, you will need a trading license to make withdrawal.

4. Your Coincidental Account

4.1 Account Registration and Identity Verification: In order to use any of the Services, you must first register by providing your email or mobile phone number, full name and other personal information to verify your identity, along with affirming these Terms of Service. You agree to provide us accurate and authentic information we request at registration and on an ongoing basis for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime, including without limitation a copy of your government issued photo ID or evidence of residency such as a lease or utility bill. If any such information changes, it is your obligation to update such information as soon as possible.

4.2 Protecting Your Account: You agree to not enable anyone to use or direct your account, and to update Coincidental of any information change or if your account has been compromised. You are responsible for keeping, protecting and safeguarding any keys, certificates, passwords, access

codes, user IDs or other credentials and login information (collectively "Passwords") that have been provided to you or that are generated in connection with your use of the Service. If you lose your Passwords, you may not be able to access your account. You agree to notify

Coincentual immediately of any unauthorized use of your Passwords. We will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your Passwords. Coincentual is an online trading platform, and to avoid potential security risks, the login password, administration password and any other passwords shall not be set as the same. Relevant responsibilities shall be borne by the users. Once the user is registered, and becomes a user of the Site, he or she will get the username (user mailbox) and password, and is responsible for all activities and events with this username and password after entering the system, and bear all the legal liability directly or indirectly caused by the language and behaviours of the use of this username.

4.3 Password Recovery: Users who lose their passwords can reset it after being verified through their registered email addresses or phone numbers. You shall immediately report to Coincentual if any unauthorized operations or security breaches are found.

4.4 Account Balance: If your account shows a credit balance, you may request us to return available VFAs. However, we may at our discretion elect to withhold (or if applicable, deduct) your request to withdraw (in whole or in part) VFAs to you if:

- Your open derivatives transactions show notional losses.
- We consider that additional VFAs may be required to meet any current or future margin requirement on open derivative positions due to underlying market conditions.
- You have any actual or contingent liability towards us under the Terms; and/or
- We reasonably determine that there is an unresolved dispute between us in connection with the Terms.
- For a new trading account, withdrawal can be made after 14 days of active trading.