

## TERMS & CONDITIONS

Effective from 03.11.2025

**Please read these Terms & Conditions carefully before using Trady!**

These Terms & Conditions («Terms») govern Your access to and use of the website <https://trady.xyz/>, including any sub-websites, associated domains (and/or subdomains), pages and subpages (collectively referred to as the «Platform»), and the Services (as defined herein) provided through the Platform.

These Terms constitute a legally binding agreement between the operator of the Platform, **Trady One Inc.**, a company duly incorporated and registered under the laws of the Republic of Panama, company number 155775103, with registered address: Torre Advanced Building, first floor, Ricardo Arias Street, Panama, Republic of Panama («We», «Us», and «Our») and the individual using the Services («You», «Your», «User»). The Terms are binding and must be followed by each User. In addition to these Terms, Your use of the Services is also governed by Our [Privacy Notice](#).

By accessing and/or using the Platform, including by connecting Your digital wallet and giving Your consent by clicking the «I agree» button (or similar wording as may be available) during the wallet connection process, You confirm that You have read, understood, and agree to be bound by these Terms together with Our [Privacy Notice](#) (collectively, the «Agreement»). The Agreement governs Your access to and use of the Platform and Services.

**PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, CERTAIN RESTRICTIONS AND LIMITATIONS, AND EXCLUSIONS OF LIABILITY.**

**BY ACCESSING OR USING THE PLATFORM OR SERVICES:**

- 1. YOU ACCEPT AND CONSENT TO THESE TERMS;**
- 2. YOU ACKNOWLEDGE THAT THESE TERMS ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE OPERATOR OF THE PLATFORM;**
- 3. YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE FOLLOWING TERMS AND ACCOMPANYING POLICIES; AND**
- 4. YOU AGREE TO BE BOUND BY THEM.**

**IF YOU DO NOT AGREE TO THESE TERMS OR POLICIES, PLEASE LEAVE THE PLATFORM AND STOP USING THE SERVICES.**

Should You have any questions or concerns regarding these Terms, please don't hesitate to contact Our support team at [s@trady.xyz](mailto:s@trady.xyz).

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## 1. ACCESS TO THE PLATFORM AND SERVICES

**1.1. Right to use the Platform.** Access to the Platform is voluntary and provided free of charge. The use of the Platform and Services is at the User's own risk and discretion.

**1.2. International Access.** The Platform and Services may be accessible from various jurisdictions. It is solely Your responsibility to ensure that accessing or using the Platform and Services is lawful under the laws applicable to You. If access to the Platform or Services is unlawful or restricted in Your jurisdiction, You must refrain from using them. We do not guarantee that the Platform or Services are permitted or available for use in all locations.

**1.3. Scope of Services.** The services consist of providing software tools and functionalities designed to enable Users to access and interact with decentralized protocols and smart contracts (the «Services»). The Services include, but are not limited to, initiating and executing on-chain transactions such as token swaps, deposits, and the use of decentralized liquidity pools, as well as other technical functionalities that may be available on the Platform. The Platform does not operate as an exchange or broker but serves solely as a technical interface for interacting with decentralized smart-contract infrastructure.

**1.4. Granting a license.** Subject to Your compliance with these Terms and applicable laws, You are granted a limited, non-exclusive, non-sub-licensable, revocable, and non-transferable

license to access and use the Platform, its content, and the «Services» solely for personal and lawful purposes. This license does not allow You to reproduce, duplicate, copy, modify, sell, distribute, or otherwise exploit any part of the Platform, its content, or the «Services» for commercial purposes without prior written permission. All rights not expressly granted in these Terms remain reserved.

**1.5. Platform Modifications and Availability.** The operator of the Platform reserves the right to modify, suspend, or discontinue any aspect of the Platform or the Services at any time, including but not limited to changes to features, functionalities, or content. The Platform may also be temporarily suspended or limited in cases of critical technical failures, security vulnerabilities, or other emergency circumstances. You agree that no liability shall arise from any modification, suspension, or discontinuance of the Platform or the Services.

**1.6. None of the Services is investment advice.** None of the Services constitutes investment, financial, trading, or legal advice. The Services are limited to providing technical access to decentralized protocols and smart contracts through the Platform. Any on-chain transactions initiated by Users, including token swaps, deposits, or use of decentralized liquidity pools, are executed solely at the User's discretion and risk.

## **2. ELIGIBILITY**

**2.1.** Access to and use of the Platform are contingent upon meeting certain eligibility criteria outlined in this section. **By accessing or using the Platform and/or the Services, You affirm that You meet the following eligibility requirements:**

**2.2. Acceptance of Terms.** By accessing or using the Platform and/or the Services, You acknowledge and agree to abide by these Terms and any other policies or guidelines referenced herein. If You do not agree with any provision of these Terms, You may not access or use the Platform.

**2.3. Compliance with laws.** You must comply with all applicable laws, rules, and regulations governing Your use of the Platform, including, but not limited to, those related to privacy, data protection, intellectual property, and online conduct.

**2.4. Restricted activities.** You are prohibited from engaging in any activities that violate these Terms, infringe upon the rights of others, or are unlawful, fraudulent, or abusive in nature. You can find a detailed list of prohibited actions in the section [«ACCEPTABLE CONDUCT; UNAUTHORIZED USE»](#).

**2.5. Prohibited Users.** You are not permitted to access or use the Platform if You have been previously banned or suspended from using the Platform.

**2.6.** At Our sole discretion, We may refuse to offer the Services to any person and change the eligibility criteria for using the Services at any time. Failure to meet any of these eligibility requirements may result in the termination or suspension of Your access to the Platform and/or the Services.

### 3. WALLET ACCESS

**3.1. Wallet connection.** To access and use the Services through the Platform, You are required to connect a compatible digital wallet. By connecting a wallet, You represent and warrant that You have full control and legal right to use that wallet address, and that You are solely responsible for all activity initiated through it.

**3.2. Responsibility.** You are solely responsible for maintaining the security of Your wallet and any associated keys or credentials. The Platform does not have access to, store, or manage Your private keys, and cannot recover them if lost. All transactions executed through Your wallet are deemed to be authorized by You.

**3.3. Third-party access.** You may not transfer, sell, lease, or otherwise permit third parties to use Your connected wallet to access the Services. You remain fully responsible for all actions initiated through Your wallet, whether performed by You or by anyone else to whom You may have granted access.

**3.4. Suspension or Termination of Access.** The operator of the Platform may, at its sole discretion, restrict, suspend, or terminate Your access to the Services at any time, with or without notice, if: (a) You violate these Terms or applicable laws; (b) You engage in fraudulent, unauthorized, abusive, or unlawful activity; or (c) such action is necessary to protect the integrity, security, or operability of the Platform.

**3.5. Discontinuing use.** The Platform does not provide an «account deletion» function. If You wish to discontinue using the Services, You may do so at any time by disconnecting Your wallet.

### 4. ACCEPTABLE CONDUCT; UNAUTHORIZED USE

**4.1. General.** You agree that Your use of or interaction in any way with Our Platform and/or the Services shall be diligent, correct, and lawful and comply with all applicable laws, regulations, and rules, as well as these Terms and all applicable terms, rules, and policies. You expressly accept that the use of the Services will be carried out under Your sole and exclusive responsibility.

**4.2. Rules. You shall not access, browse, use, or interact in any way with the Platform and/or the Services in any way, or submit to Us or to the Platform anything, which in any respect:**

4.2.1.is or may be a breach of any applicable law, statute, regulation, rule, or by-law of any applicable jurisdiction;

4.2.2.is or may be fraudulent, criminal, or unlawful in any way;

4.2.3.may infringe or breach the copyright or any intellectual property rights, privacy, or other rights of Us or any third party;

4.2.4.does or may involve Your use, delivery, or transmission of viruses, malware, or anything likely intended to damage, detrimentally interfere with, or expropriate any system, service, database, or data, including personal information;

4.2.5.does or may damage or render the Platform and/or the Services unusable, or in any other way prevent the normal operation of the Platform and/or the Services;

4.2.6.impersonates any other person or body or misrepresents a relationship with any person or body.

**4.3. Restrictions. Also, You shall not:**

4.3.1.use the Services without reading and accepting (or in contravention of) the Terms;

4.3.2.use the Platform and/or the Services commercially, whether on Your and/or any other person's behalf, including, but not limited to, collecting information or content to provide other services that may be in competition with the Platform;

4.3.3.use the Platform and/or the Services for phishing and fraud;

4.3.4.take any actions that cause or may cause an unreasonable or disproportionate load on the Platform's infrastructure;

4.3.5.modify or try to modify the Platform and/or the Services;

4.3.6.take actions aimed at copying or simulating the Platform's appearance or functions;

4.3.7.use or carry out actions that involve the introduction of computer viruses, worms, trojans, or any other kind of malicious code intended to interrupt, limit, or damage the operation of the Platform and/or the Services;

4.3.8.institute, assist or become involved in any type of attack, including, without limitation, the distribution of a virus, denial of services attacks upon the Platform, or other attempts to disrupt the Platform or any other person's use or enjoyment of the Platform;

4.3.9.use reverse engineering techniques, decipher, decompile, or use any device, software, service, or system intended to attempt to know the source or object code, protocol, server, infrastructure, or process used within or in connection with the Platform, or any element protected by intellectual property laws;

4.3.10.interfere with or disrupt the Platform, or any network, server, process, or infrastructure in relation to the Platform, including a denial of service attack, hacking, brute-forcing, or any other attack or interference of any kind, or using any device, software, service, system, or routine;

4.3.11.probe, scan, or test the workload, performance, or vulnerability of the Platform, or any protocol, server, infrastructure, or process in relation to the Platform, including the security;

4.3.12.otherwise infringe the Terms, requirements of laws and regulations, rights and freedoms of third parties.

**4.4. This list of unauthorized prohibited uses and rules of conduct is not meant to be exhaustive. We reserve the right to determine what conduct We consider to be a violation of or improper use under these Terms and the appropriate action to take.**

**4.5. Breach of the Terms.**

4.5.1. Any use of the Platform or the Services in violation of these Terms is strictly prohibited and may result in suspension or termination of Your access. Such violations may also expose You to legal liability under applicable laws.

4.5.2. You shall promptly notify Us if You discover or become aware of any unauthorized access to, use of, or other interaction with the Platform and/or the Services, or any other breach of the Terms.

4.5.3. If We ascertain or receive information from any party or law enforcement bodies of such or other unlawful uses on Your behalf, We may terminate Your access to the Platform and/or the Services due to Your breach of these Terms. You agree to reimburse Us for any expenses or costs, including consequential damages, We or anyone else may have or may incur as a result of such a breach or unlawful act.

4.6. Except as expressly stated in the Terms, We make no representations or warranties that Your use of the Platform and/or the Services is appropriate in Your jurisdiction. Other than as indicated herein, You are responsible for Your compliance with any local and/or other laws, as applicable to Your use of the Platform and/or the Services.

4.7. You are solely responsible for ensuring that Your systems are able to use the Platform and IT IS RECOMMENDED THAT YOU USE AND UPDATE COMMERCIAL ANTI-VIRUS, ANTI-SPYWARE, AND FIREWALL SOFTWARE ON YOUR SYSTEMS THAT ACCESS THE PLATFORM.

## 5. PROMOTIONAL OFFERS

5.1. From time to time, We may provide Users with promotional offers, discounts, or bonuses. Such offers, if any, are subject to additional terms and conditions communicated at the time of the offer and may be modified or withdrawn by Us at Our sole discretion.

## 6. ORDERING AND PROVISION OF SERVICES

6.1. **Access to Services.** Access to the Services through the Platform is available exclusively to Users who connect a compatible digital wallet. By connecting a wallet, You gain access to the technical tools and functionalities of the Platform, which include, but are not limited to, initiating and executing on-chain transactions such as token swaps, deposits, and the use of decentralized liquidity pools. The Platform reserves the right to limit, modify, or suspend access to certain functionalities at its discretion, including in cases of technical failures, security concerns, or non-compliance with these Terms.

6.2. **Without Wallet Connection.** Viewing publicly available information on the Platform is permitted without connecting a wallet; initiating transactions requires a connected compatible wallet.

6.3. **Non-Custodial Access.** The Platform does not hold or manage User assets. All transactions are executed directly on-chain via the User's connected wallet.

6.4. **Multiple Wallets.** You may connect only wallets that You lawfully control. The use of multiple connected wallets for abusive, fraudulent, or manipulative purposes is strictly

prohibited. Any attempt to misrepresent identity, bypass restrictions, or otherwise misuse multiple wallets may result in suspension or termination of Your access to the Platform.

**6.5. Transaction Authorization.** Clicking «Sign» (or similar) in the Platform interface and confirming the action in Your connected wallet constitutes sufficient evidence that You authorized and initiated the transaction.

## **7. PAYMENT TERMS**

**7.1. Fees.** The Platform charges a commission on transactions executed through the Services. The commission is calculated as a percentage of the transaction amount.

**7.2. Tax responsibility.** The Company does not act as a tax agent or withholding agent for any taxes, duties, or levies that may be applicable to any income, profits, or capital gains You may derive from using the Services. You are solely responsible for determining, reporting, and paying all applicable taxes in accordance with the laws of Your jurisdiction. We do not provide tax advice or collect, withhold, or remit taxes on Your behalf. You acknowledge and agree that it is Your obligation to consult with a qualified tax professional to ensure compliance with all relevant tax obligations.

**7.3. Non-refundable commissions.** All commission fees charged for transactions executed through the Platform are final and non-refundable. By initiating a transaction, You expressly agree and acknowledge that the Services are considered rendered immediately after payment of the commission, as resources are expended to facilitate the transaction.

## **8. UPDATES TO THE PLATFORM AND SERVICES**

**8.1.** We reserve the right to modify, add, or remove features, content, or Services within the Platform without prior notice.

**8.2.** We reserve the right to address and rectify bugs and issues within the Platform and/or the Services. In the course of bug fixing and Platform maintenance, We may temporarily restrict or modify certain functionalities of the Platform and/or the Services. The duration of such limitations will be determined by Us based on the time required for necessary corrections and bug fixes.

**8.3.** Users acknowledge and accept that We bear no obligation to provide advance notice regarding such modifications.

## **9. USER SUPPORT**

**9.1.** Our support is available to assist Users with inquiries or issues related to the use of the Services. You may contact Us via email at [s@trady.xyz](mailto:s@trady.xyz) or through other official communication channels listed on the Platform.

**9.2.** We will make reasonable efforts to address User concerns promptly; however, the timeframe for resolution may vary depending on the complexity of the issue, the volume of requests, or the availability of necessary information. We are not liable for delays or inability

to resolve issues arising from factors beyond Our reasonable control, including incomplete information provided by You or technical limitations of third-party systems.

**9.3.** You are expected to cooperate with Us during the support process by providing accurate and complete information.

## **10. INTELLECTUAL PROPERTY**

**10.1. Ownership.** You acknowledge and agree that the right to access the Platform, its content and the Services is licensed. The User does not acquire ownership of the Platform, its content and the Services, but only the right to use them in accordance with the Terms. All other rights, particularly proprietary rights, copyright, and intellectual property rights to the Platform, and all usage rights not expressly granted shall remain Our property or the owner of the intellectual property rights of individual components of the Platform, and You shall have no right, title, or interest therein except as expressly set forth in the Terms. You acknowledge and agree that the Platform, and all ideas, methods, algorithms, formulas, processes, and concepts used in developing and/or incorporated into the Platform, updates, and all other improvements, revisions, corrections, bug fixes, modifications, enhancements, releases, and policy and database updates and other updates in, of, or to the Platform are Our trade secrets and proprietary property, having great commercial value to Us or other individuals, rights holders who have granted Us the right to use certain components of the Platform.

**10.2. Intellectual Property Rights.** The intellectual property rights to the Platform, its content, and the Services belong to Us (*excluding those for which exclusive intellectual property rights belong to other individuals or legal entities*) and are protected by the applicable laws. The list of intellectual property objects owned by Us includes, but is not limited to:

- a) Program Code: the source code, algorithms, and programming scripts that form the foundation of the Platform;
- b) Design Elements: visual components, layout structures, stylistic choices, graphical elements, icons, logos, etc.;
- c) Text: written content, including written materials, articles, reports, content of the Platform, guides, and manuals provided to the User for understanding and using the Platform;
- d) Industrial property: inventions, utility models, industrial designs, trademarks, trade names;
- e) Any other intellectual property objects that may constitute part of the Platform.

**10.3. Permitted Use.** The use of the Platform is permitted only within the framework of the functionality provided. No elements or content posted on the Platform may be copied, reproduced, distributed, or otherwise used **for commercial purposes**. All rights not expressly granted by these Terms are reserved by Us and Our licensors. No license is granted by implication, estoppel, or otherwise. Any other use not expressly provided for in these Terms shall constitute a breach and may result in liability.

## 11. RISK DISCLOSURE

**11.1.** By using the Services provided through the Platform, You acknowledge and accept the inherent risks associated with digital assets and decentralized finance (DeFi). On-chain transactions such as token swaps, deposits, or the use of decentralized liquidity pools are highly speculative and may involve significant financial losses. Digital assets are volatile and their value can fluctuate rapidly, including a total loss of value. The Platform does not guarantee profits, successful execution, or uninterrupted availability of any transaction. You are solely responsible for assessing Your financial circumstances, risk tolerance, and compliance with applicable laws before using the Services.

**11.2. Market and volatility risks.** Digital assets are highly volatile and may experience rapid and significant price fluctuations, potentially resulting in a total or near-total loss of value. The value of digital assets may be influenced by market participants' willingness to exchange fiat currencies for digital assets, regulatory actions, or the emergence of competing assets. There is no assurance that digital assets accepted as payment today will retain value or acceptance in the future.

**11.3. Technical and blockchain risks.** Digital assets rely on decentralized blockchain technology, which We do not own or control. Blockchains and smart contracts may experience congestion, high transaction fees, network failures, protocol changes, or forks, which could disrupt the execution of on-chain transactions or affect the value, security, or availability of digital assets. We are not responsible for the operation, security, or functionality of any blockchain, smart contract, or decentralized protocol, and We make no guarantees regarding their performance.

**11.4. User-specific risks.** You are solely responsible for the security of Your private keys and connected wallet. If private keys are lost, compromised, or stolen, Your digital assets may be unrecoverable, and We shall not be liable for such losses.

**11.5. Regulatory and legal risks.** Legislative or regulatory changes at the local, national, or international level may restrict the use, transfer, or value of digital assets, potentially rendering them unusable or worthless. We may be required to suspend or discontinue Services without notice due to regulatory actions, and You assume all risks associated with such changes. You are solely responsible for complying with all applicable laws, rules, and regulations in Your jurisdiction, including tax obligations.

**11.6. Cybersecurity and fraud risks.** The nature of digital assets and online interactions increases the risk of cyberattacks, fraud, or unauthorized access to Your wallet. Transactions in digital assets are often irreversible, and losses due to fraudulent or accidental transactions may not be recoverable. We implement reasonable security measures but shall not be liable for losses resulting from cyberattacks, phishing, or other security breaches beyond Our control.

**11.7. Non-exhaustive risks.** This Risk Disclosure does not cover all possible risks associated with digital asset use or the Services. You acknowledge and agree that it is Your responsibility to evaluate the nature, potential value, suitability, and risks of the Services based on Your

circumstances and financial resources. We shall not be liable for any losses or damages arising from Your use of the Platform, except as expressly provided in these Terms.

## **12. DISCLAIMERS**

**12.1.** EXCEPT AS EXPRESSLY PROVIDED WITH RESPECT TO ANY SERVICES OFFERED BY THE PLATFORM, OUR PLATFORM AND SERVICES, INCLUDING, WITHOUT LIMITATION, ANY SOFTWARE COMPRISING ANY PORTION OF THE PLATFORM AND ANY SERVICES, OR CONTENT PROVIDED THROUGH OR IN CONNECTION WITH OUR PLATFORM AND SERVICES (COLLECTIVELY, «OUR OFFERINGS»), ARE PROVIDED ON AN «**AS IS**» AND «**AS AVAILABLE**» BASIS, AND YOUR ACCESS TO AND USE OF OUR OFFERINGS IS AT YOUR SOLE OPTION OR RISK.

**12.2.** WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND RELATING THERETO, WHETHER EXPRESS OR IMPLIED, RELATING TO OUR OFFERINGS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

**12.3.** WE MAKE NO REPRESENTATION OR WARRANTY THAT OUR OFFERINGS, OR ANY RESULTS FROM THEIR USE, WILL MEET YOUR OR ANY THIRD PARTY'S REQUIREMENTS, ACHIEVE ANY INTENDED OUTCOMES, BE COMPATIBLE OR OPERATE WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, THIRD-PARTY PLATFORMS, EXCHANGES, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET PERFORMANCE OR RELIABILITY STANDARDS, BE ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED. YOU ASSUME ALL RISKS RELATING TO THE ACCESS, USE, AND RESULTS OF OUR OFFERINGS, INCLUDING THEIR CORRECTNESS, ACCURACY, RELIABILITY, AND TIMELINESS.

**12.4.** WE EXPRESSLY DISCLAIM THAT OUR OFFERINGS WILL BE ERROR-FREE OR IMMUNE TO VIRUSES, WORMS, OR OTHER HARMFUL SOFTWARE.

**12.5.** NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY US CREATES ANY WARRANTY OR EXPANDS THE SCOPE OF THESE TERMS.

**12.6.** YOU ACKNOWLEDGE AND AGREE THAT OUR OFFERINGS MAY BE UNAVAILABLE OR DISRUPTED FOR VARIOUS REASONS, INCLUDING, WITHOUT LIMITATION, SYSTEM MAINTENANCE (SCHEDULED OR UNSCHEDULED), ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL-OF-SERVICE OR OTHER ATTACKS, OR TECHNICAL FAILURES OF OUR OFFERINGS AND/OR TELECOMMUNICATIONS INFRASTRUCTURE. WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE AVAILABILITY, ACCESSIBILITY, SECURITY, OR PERFORMANCE OF OUR OFFERINGS IN CONNECTION WITH SUCH EVENTS.

**12.7.** WE ARE NOT RESPONSIBLE OR LIABLE FOR, NOR DO WE WARRANT, THE PERFORMANCE OR COMPATIBILITY OF ANY DEVICE YOU USE TO ACCESS OUR OFFERINGS.

**12.8.** THE PLATFORM MAY NOT BE AVAILABLE IN ALL LANGUAGES OR ALL COUNTRIES, AND WE MAKE NO REPRESENTATION THAT THE PLATFORM OR SERVICES ARE APPROPRIATE, ACCURATE, OR AVAILABLE FOR USE IN ANY PARTICULAR LOCATION. THE

AVAILABILITY, FUNCTIONALITY, PRICING, AND PAYMENT TERMS OF THE PLATFORM AND SERVICES ARE SUBJECT TO CHANGE.

**12.9.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

### **13. LIABILITY; LIMITATION OF LIABILITY**

**13.1.** YOUR USE OF THE PLATFORM AND THE SERVICES IS AT YOUR SOLE RISK. WE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES, LOSSES, OR LIABILITIES ARISING FROM OR RELATED TO YOUR USE OF THE PLATFORM OR THE SERVICES.

**13.2. WE HEREBY DISCLAIM ANY AND ALL LIABILITY TO YOU OR ANY THIRD PARTY RELATING TO YOUR USE OF THE PLATFORM AND/OR THE SERVICES.**

**13.3.** The User shall be solely responsible for ensuring that all information and details provided in connection with the use of the Platform or when contacting Support (including transaction parameters, wallet addresses, or other relevant data) are accurate, complete, current, and truthful. We shall not be liable for any failure to provide or properly perform the Services, delays, or inaccuracies arising from incomplete, outdated, or misleading information provided by the User. The User assumes full responsibility for any consequences, including legal or financial ramifications, resulting from the submission of such information.

**13.4.** We shall not be held liable for any failure to perform the Services or delays in performance resulting from events outside of Our reasonable control, including but not limited to natural disasters, acts of God, government actions, cyberattacks, technical failures, or other force majeure events. You agree to hold Us harmless from any damages, losses, or liabilities arising from such events.

**13.5.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL WE BE LIABLE TO YOU IN ANY WAY FOR THE PLATFORM OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN THE PLATFORM OR THE SERVICES OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE PLATFORM OR THE SERVICES.

**13.6.** IN NO EVENT SHALL WE BE LIABLE TO YOU UNDER OR IN CONNECTION WITH THE AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (EVEN IF PREVIOUSLY APPRISED OF THE POSSIBILITY THEREOF), WHETHER THE BASIS OF THE LIABILITY IS BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTORY, OR ANY OTHER LEGAL THEORY, OR FOR ANY ERROR OR INTERRUPTION OF USE, INCREASED COSTS, DIMINUTION IN VALUE, LOST BUSINESS, LOST PRODUCTION, LOST REVENUES, LOST PROFITS, LOSS OF GOODWILL OR REPUTATION, OR COST OF REPLACEMENT GOODS OR SERVICES.

**13.7.** TO THE EXTENT THAT WE MAY NOT, AS A MATTER OF APPLICABLE LAW, LIMIT LIABILITIES OR DISCLAIM ANY IMPLIED WARRANTY, THE EXTENT OF OUR LIABILITY

AND THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

**13.8.** THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY WITH RESPECT TO ANY OF THE FOLLOWING: (i) YOUR INDEMNIFICATION OBLIGATIONS; OR (ii) ANY DAMAGES RESULTING FROM A USER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

#### **14. INDEMNIFICATION**

**14.1.** You agree to defend, indemnify, and hold Us harmless from and against any claims, actions, demands, damages, losses, liabilities, judgments, settlements, costs, or expenses (including reasonable attorneys' fees and costs) arising directly or indirectly from or relating to: (i) Your breach of these Terms; (ii) any claim, loss, or damage experienced as a result of Your use or attempted use of (or inability to use) the Platform and/or the Services; (iii) Your violation of any applicable law or regulation; or (iv) any other matter for which You are responsible under these Terms or applicable law.

**14.2.** We reserve the right, at Your expense, to assume the exclusive defense and control of any demand, claim, or action covered by this clause and to conduct all negotiations for its settlement or compromise. You agree to fully cooperate with Us in such defense or settlement, as reasonably requested.

**14.3.** We will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it. If You are prohibited by law from entering into the indemnification obligation above, then You assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees and costs) that are the subject of the indemnification obligation above.

#### **15. TERM; TERMINATION**

**15.1. Effective Date.** These Terms take effect upon Your explicit acceptance, including by checking the relevant consent box or otherwise confirming Your agreement during the process of connecting a compatible digital wallet. From that moment, You are bound by these Terms whenever You access or use the Platform or Services, regardless of the frequency or duration of use.

**15.2.** You may terminate these Terms at any time by permanently ceasing to use the Platform and Services and disconnecting Your wallet. Upon such termination, You will no longer be bound by these Terms, except for any outstanding obligations or liabilities incurred prior to termination that remain due under the Terms.

**15.3.** We reserve the right to suspend, restrict, or terminate Your access to the Platform and/or Services at Our sole discretion, with or without prior notice, under the following circumstances:

15.3.1. You breach or violate any provision of these Terms;

15.3.2. We are required to do so by law, regulation, or governmental authority;

15.3.3. We determine that Your continued use of the Platform or Services could pose a risk, harm, or legal liability to Us, other Users, or third parties; or

15.3.4. the Platform and/or Services are discontinued, whether temporarily or permanently.

**15.4.** In the event of Your breach of the Terms, the right to terminate Your access to the Platform and/or the Services is in addition to and not in lieu or limitation of any other right or remedy that may be available to Us.

**15.5. Effect of Termination.** Upon termination of the Terms:

15.5.1. your right to access and use the Platform and Services shall immediately cease;

15.5.2. any outstanding obligations or liabilities incurred by either Party prior to termination shall survive;

15.5.3. all provisions that by their nature are intended to survive termination, including but not limited to «INTELLECTUAL PROPERTY», «LIABILITY; LIMITATION OF LIABILITY», «INDEMNIFICATION», «TERM; TERMINATION», «MISCELLANEOUS», «CHOICE OF LAW; DISPUTE RESOLUTION» shall remain in full force and effect.

**15.6.** Any termination of these Terms for any reason shall not affect or prejudice any right to damages or other remedies which We may have in respect of the event giving rise to the termination or any other reason to damages or other remedies which We may have in respect of any of Your failure to comply with or breach of these Terms which occurred at or before the date of termination.

## **16. THIRD PARTY WEBSITES AND SERVICES**

**16.1.** The Platform may provide access or links to certain third-party services, including without limitation fiat on-ramp providers, decentralized liquidity protocols/aggregators, and digital wallet services. Your use of any third-party service is governed solely by the terms, conditions, and policies of the applicable third-party provider. The Platform does not control, audit, endorse, or assume responsibility for the performance, security, availability, pricing, or accuracy of any third-party service, nor for any loss, delay, error, or failure arising from or related to such services. By using those services, You enter into a direct relationship with the respective provider and are solely responsible for any associated fees, compliance obligations, and risks.

**16.2.** We reserve the right to post active links to websites that are not maintained by US. We do not verify, endorse, or have any responsibility for any such third party websites, their business practices (including, without limitation, their privacy policies), or any goods or services associated with or obtained in connection with any such website. If You visit websites through such links, You should review their privacy policies, terms and conditions, and other documents, as We are not responsible for the policies and practices of other companies.

**16.3.** Unless otherwise expressly provided, We make no representation or warranty regarding, and does not endorse, any linked site or the information appearing thereon. Accordingly, You agree that We will not be responsible or liable in any way for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in any site linked from the Platform.

## **17. PERSONAL INFORMATION**

**17.1.** We may receive Your personal information during Your use of the Platform and Services, as well as when You decide to contact Us.

**17.2.** We recognize the importance of protecting Your personal information, which is why We have drafted a [Privacy Notice](#). We collect, store, and use personal information in accordance with these Terms and the [Privacy Notice](#), and take reasonable precautions to safeguard its confidentiality.

**17.3.** The [Privacy Notice](#) is an integral part of these Terms. We encourage You to read the policy and to use it to help make informed decisions.

**17.4.** Where You voluntarily provide Your email address to receive updates or promotional materials, You consent to receive such communications from Us. You may opt out at any time by following the unsubscribe instructions included in the emails. The act of voluntarily providing Your email address on the Platform constitutes Your explicit consent to receive marketing materials and promotional communications from Us.

## **18. CHANGES TO THE TERMS**

**18.1.** We may update or modify these Terms from time to time, for example to reflect changes to the Platform, the Services, or Our practices and policies. Accordingly, You agree that We may at any time update or modify these Terms, as appropriate or necessary.

**18.2.** Modifications and updates to these Terms will be effective upon Our notice to You by email and Your subsequent use of the Platform and/or Services.

**18.3.** It is Your responsibility to review the Terms notified to You. Your access and continued use of the Platform and/or Services following any modification of these Terms will signify Your assent to and acceptance of the same. If You object to any revision to the Terms, immediately discontinue use of the Platform and/or Services.

## **19. MISCELLANEOUS**

### **19.1. Entire Agreement.**

19.1.1. These Terms, together with the [Privacy Notice](#) constitute the entire Agreement between You and Us pertaining to the subject matter hereof and supersede all prior discussions, communications, understandings, or agreements, whether written or oral, between the Parties relating to the subject matter.

19.1.2. By using the Platform and the Services, You acknowledge and agree that no reliance has been placed on any representations, warranties, or statements not expressly set forth in these Terms, the [Privacy Notice](#), or additional agreements explicitly confirmed in writing.

19.1.3. Any rights not expressly granted by these Terms are reserved by Us.

**19.2. No Waiver.** A delay in exercising, or failure to exercise, any right or remedy in connection with the Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of these Terms in any instance shall not operate as a waiver of any further exercise or enforcement of that right. The waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with these Terms shall, in any event, be effective unless it is in writing and refers expressly to this clause.

**19.3. Severability.** If any provision of the Terms is at any time held by any jurisdiction to be void, invalid, or unenforceable, then it shall be treated as changed, reduced or eliminated, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void, and the remainder of the Terms shall continue in full force and effect. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these Terms.

**19.4. Assignability.** You may not assign or transfer these Terms or any of Your obligations, rights, or interests provided herein, by operation of law or otherwise, without Our prior written and explicit consent. You agree that these Terms may be assigned by Us, at Our sole discretion, to any third party.

**19.5. Notices.** Any notice or other communication under these Terms shall be in writing and deemed given and received when sent by email. For notices from the User, they must be sent from the email address provided when contacting Us. It is the responsibility of the User to ensure the accuracy and operability of the provided email address.

**19.6.** We may also deliver service-related notifications and communications to You through additional official channels, including but not limited to push notifications, in-Platform notices, and Telegram (where available).

**19.7.** By providing Your contact information, including email address, You expressly authorize Us to contact You using such details for purposes including, but not limited to, notifying You of any data security incident, data breach, or other matters where We are required by law to provide You with notice.

**19.8. Terms in English; Translation of Agreement.** The Agreement and any directly or indirectly related documents are drawn up in English. Any translation of the Agreement is provided solely for your convenience and is not intended to modify the terms of the Agreement. In the event of a conflict between the English version of the Agreement and a version in a language other than English, the English version shall prevail.

## **20. CONTACT US**

**20.1.** If You have any questions, concerns, or suggestions regarding these Terms or the Services, You may contact Us at [s@trady.xyz](mailto:s@trady.xyz).