Redot Terms and Conditions

Last revised: 1 February 2022

These Redot Terms and Conditions is entered into between you (hereinafter referred to as "you" or "your") and Redot operators (as defined below). By accessing, downloading, using or clicking on "I agree" to accept any Redot Services (as defined below) provided by Redot (as defined below), you agree that you have read, understood and accepted all of the terms and conditions stipulated in these Terms and Conditions (hereinafter referred to as "these Terms") as well as our Privacy Policy. In addition, when using some features of the Services, you may be subject to specific additional terms and conditions applicable to those features. Please read the terms carefully as they govern your use of Redot Services. THESE TERMS CONTAIN IMPORTANT PROVISIONS INCLUDING AN ARBITRATION PROVISION THAT REOUIRES ALL CLAIMS TO BE RESOLVED BY WAY OF LEGALLY BINDING ARBITRATION. The terms of the arbitration provision are set forth in Article X, "Resolving Disputes: Forum, Arbitration, Class Action Waiver", hereunder. As with any asset, the values of Digital Currencies (as defined below) may fluctuate significantly and there is a substantial risk of economic losses when purchasing, selling, holding or investing in Digital Currencies and their derivatives. BY MAKING USE OF REDOT SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: (1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF DIGITAL CURRENCIES AND THEIR DERIVATIVES; (2) YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF REDOT SERVICES AND TRANSACTIONS OF DIGITAL CURRENCIES AND THEIR DERIVATIVES; AND (3) REDOT SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES. (4) WE SERVICE CLIENT WHO INTEND TO INVEST/TRADE VIA OUR PLATFORM. BY ESTABLISHING A BUSINESS RELATIONSHIP WITH REDOT OR USING ANY REDOT SERVICES YOU CONSENT TO CONFINE THIS RELATIONSHIP TO SOLELY INVESTING/TRADING. By accessing, using or attempting to use Redot Services in any capacity, you acknowledge that you accept and agree to be bound by these Terms. If you do not agree, do not access Redot or utilize Redot services.

I. Definitions

1. Redot refers to an ecosystem comprising Redot websites (whose domain names include but are not limited to <u>https://redot.com</u>), mobile applications, clients, applets and other applications that are developed to offer Redot Services, and includes independently-operated platforms, websites and clients within the ecosystem. In case of any inconsistency between relevant terms of use of the above platforms and the contents of these Terms, the respective applicable terms of such platforms shall prevail.

2. Redot Operators refer to all parties that run Redot, including but not limited to legal persons, unincorporated organizations and teams that provide Redot Services and are responsible for such services. For convenience, unless otherwise stated, references to "Redot" and "we" in these Terms specifically mean Redot Operators. UNDER THESE TERMS, REDOT OPERATORS MAY CHANGE AS REDOT'S BUSINESS ADJUSTS, IN WHICH CASE, THE CHANGED OPERATORS SHALL PERFORM THEIR OBLIGATIONS UNDER THESE TERMS WITH YOU AND PROVIDE SERVICES TO YOU, AND SUCH CHANGE DOES NOT AFFECT YOUR RIGHTS AND INTERESTS UNDER THESE TERMS. ADDITIONALLY, THE SCOPE OF REDOT OPERATORS MAY BE EXPANDED DUE TO THE PROVISION OF NEW REDOT SERVICES, IN WHICH CASE, IF YOU CONTINUE TO USE REDOT SERVICES, IT IS DEEMED THAT YOU HAVE AGREED TO JOINTLY EXECUTE THESE TERMS WITH THE NEWLY ADDED REDOT OPERATORS. IN CASE OF A DISPUTE, YOU SHALL DETERMINE THE ENTITIES BY WHICH THESE TERMS ARE PERFORMED WITH YOU AND THE COUNTERPARTIES OF THE DISPUTE, DEPENDING ON THE SPECIFIC

SERVICES YOU USE AND THE PARTICULAR ACTIONS THAT AFFECT YOUR RIGHTS OR INTERESTS.

3. Redot Services refer to various services provided to you by Redot that are based on Internet and/or blockchain technologies and offered via Redot websites, mobile applications, clients and other forms (including new ones enabled by future technological development). Redot Services include but are not limited to such Redot ecosystem components as Digital Asset Trading Platforms, Redot Staking, Redot Explorers, Redot Insights, Redot Fiat Gateway, and novel services to be provided by Redot.

4. Redot Platform Rules refer to all rules, interpretations, announcements, statements, letters of consent and other contents that have been and will be subsequently released by Redot, as well as all regulations, implementation rules, product process descriptions, and announcements published in the Help Center or within products or service processes.

5. Users refers to all individuals, institutions or organizations that access, download or use Redot or Redot Services and who meet the criteria and conditions stipulated by Redot. If there exist other agreements for such entities as developers, distributors, market makers, and Digital Currencies Exchanges, such agreements shall be followed.

6. Digital Currencies refer to encrypted or digital tokens or cryptocurrencies with a certain value that are based on blockchain and cryptography technologies and are issued and managed in a decentralized form.
7. Digital Assets refer to Digital Currencies, their derivatives or other types of digitalized assets with a certain value.

8. Redot Accounts refer to the foundational virtual accounts, including main accounts and subaccounts, which are opened by Redot for Users to record on Redot their usage of Redot Services, transactions, asset changes and basic information. Redot Accounts serve as the basis for Users to enjoy and exercise their rights on Redot.

9. Crypto-to-crypto Trading refers to spot transactions in which one digital currency is exchanged for another digital currency.

10. Fiat Trading refers to spot transactions in which Digital Currencies are exchanged for fiat currencies or vice versa.

11. Loan/Lending refers to Redot's peer to peer lending of Digital Currencies between Users at an interest collected in certain ways (in the form of Digital Currencies), including but not limited to the leveraged trading pooled lending and currency lending services currently offered, and other forms of loan/lending services to be launched by Redot.

II. General Provisions

1. About These Terms

a. Contractual Relationship

These Terms constitute a legal agreement and create a binding contract between you and Redot Operators. **b. Supplementary Terms**

Due to the rapid development of Digital Currencies and Redot, these Terms between you and Redot Operators do not enumerate or cover all rights and obligations of each party, and do not guarantee full alignment with needs arising from future development. Therefore, THE PRIVACY POLICY, REDOT PLATFORM RULES, AND ALL OTHER AGREEMENTS ENTERED INTO SEPARATELY BETWEEN YOU AND REDOT ARE DEEMED SUPPLEMENTARY TERMS THAT ARE AN INTEGRAL PART OF THESE TERMS AND SHALL HAVE THE SAME LEGAL EFFECT. YOUR USE OF REDOT SERVICES IS DEEMED YOUR ACCEPTANCE OF THE ABOVE SUPPLEMENTARY TERMS. c. Changes to These Terms

Redot reserves the right to change or modify these Terms in its discretion at any time. Redot will notify such changes by updating the terms on its website and modifying the [Last revised] date displayed on this page. ANY AND ALL MODIFICATIONS OR CHANGES TO THESE TERMS WILL BECOME EFFECTIVE UPON PUBLICATION ON THE WEBSITE OR RELEASE TO USERS. THEREFORE, YOUR CONTINUED USE OF REDOT SERVICES IS DEEMED YOUR ACCEPTANCE OF THE MODIFIED AGREEMENT AND RULES. IF YOU DO NOT AGREE TO ANY CHANGES TO THESE TERMS, YOU MUST STOP USING REDOT SERVICES IMMEDIATELY. YOU ARE RECOMMENDED TO FREQUENTLY REVIEW THESE TERMS TO ENSURE YOUR

UNDERSTANDING OF THE TERMS AND CONDITIONS THAT APPLY TO YOUR ACCESS TO AND USE OF REDOT SERVICES.

d. Prohibition of Use

BY ACCESSING AND USING REDOT SERVICES, YOU REPRESENT AND WARRANT THAT YOU HAVE NOT BEEN INCLUDED IN ANY TRADE EMBARGOES OR ECONOMIC SANCTIONS LIST (SUCH AS THE UNITED NATIONS SECURITY COUNCIL SANCTIONS LIST), THE LIST OF SPECIALLY DESIGNATED NATIONALS MAINTAINED BY OFAC (THE OFFICE OF FOREIGN ASSETS CONTROL OF THE U.S. DEPARTMENT OF THE TREASURY), OR THE DENIED PERSONS OR ENTITY LIST OF THE U.S. DEPARTMENT OF COMMERCE. REDOT RESERVES THE RIGHT TO CHOOSE MARKETS AND JURISDICTIONS TO CONDUCT BUSINESS, AND MAY RESTRICT OR REFUSE, IN ITS DISCRETION, THE PROVISION OF REDOT SERVICES IN CERTAIN COUNTRIES OR REGIONS.

2. About Redot

As an important part of the Redot Ecosystem, Redot mainly serves as a global online platform for Digital Assets trading, and provides Users with a trading platform, financing services, technical services and other Digital Assets-related services. As further detailed in Article 3 below, Users must register and open an account with Redot, and deposit Digital Assets into their account prior to trading. Users may, subject to the restrictions set forth in these Terms, apply for the withdrawal of Digital Assets.

Although Redot has been committed to maintaining the accuracy of the information provided through Redot Services, Redot cannot and does not guarantee its accuracy, applicability, reliability, integrity, performance or appropriateness, nor shall Redot be liable for any loss or damage that may be caused directly or indirectly by your use of these contents. The information about Redot Services may change without notice, and the main purpose of providing such information is to help Users make independent decisions. Redot does not provide investment or consulting advice of any kind, and is not responsible for the use or interpretation of information on Redot or any other communication medium. All Users of Redot Services must understand the risks involved in Digital Assets trading, and are recommended to exercise prudence and trade responsibly within their own capabilities.

3. Redot Account Registration and Requirements

a. Registration

All Users must apply for a Redot Account at (https://redot.com/trade/signup) before using Redot Services. When you register a Redot Account, you must provide the information identified in this paragraph 3 or otherwise as requested by Redot, and accept these Terms, the Privacy Policy, and other Redot Platform Rules. Redot may refuse, in its discretion, to open a Redot Account for you. You agree to provide complete and accurate information when opening a Redot Account, and agree to timely update any information you provide to Redot to maintain the integrity and accuracy of the information. Each User (including natural person, business or legal entity) may maintain only one main account at any given time. However, Users can open one or more subaccounts under the main account with the consent of Redot. For certain Redot Services, you may be required to set up a specific account independent from your Redot Account, based on the provisions of these Terms or the Supplementary Terms. The registration, use, protection and management of such trading accounts are equally governed by the provisions of this Section and Section VI, unless otherwise stated in these Terms or the Supplementary Terms.

b. Eligibility

By registering to use a Redot Account, you represent and warrant that (i) as an individual, you are at least 18 or are of legal age to form a binding contract under applicable laws; (ii) as an individual, legal person, or other organization, you have full legal capacity and sufficient authorizations to enter into these Terms; (iii) you have not been previously suspended or removed from using Redot Services; (iv) you do not currently have a Redot Account; (v) you are neither a United States user, a North Korea user, or an Iran-based user; nor are you acting on behalf of a United States user, a North Korea user, or an Iran-based user. If you act as an employee or agent of a legal entity, and enter into these Terms on their behalf, you represent and warrant that you have all the necessary rights and authorizations to bind such legal entity; (vi) your use of Redot Services will not violate any and all laws and regulations applicable to you, including but not limited to regulations on antimoney laundering, anti-corruption, and counter-terrorist financing.

Please note that some products and services may not be available in certain jurisdictions or regions or to certain users. Redot reserves the right to change, modify or impose additional restrictions at its discretion at any time.

<u>Futures and Derivatives Products.</u> Expiring Futures, Perpetual Futures, Vanilla Options, REPO/Loans and Margin ("Futures and Derivatives Products") might be restricted in certain jurisdictions, and Redot reserves the right to change or impose additional restrictions at its discretion at any time.

<u>Crypto Tokens.</u> Privacy tokens (such as XMR, ZEC, DASH, XVG, XZC, KMD, ZEN, PIVX, GRS and others) might be restricted in certain jurisdictions, and Redot reserves the right to change or impose additional restrictions at its discretion at any time.

c. User Identity Verification

Your registration of an account with Redot will be deemed your agreement to provide required personal information for identity verification. Such information will be used to verify Users' identity, identify traces of money laundering, terrorist financing, fraud and other financial crimes through Redot, or for other lawful purposes stated by Redot. We will collect, use and share such information in accordance with our Privacy Policy. In addition to providing such information, you agree to allow us to keep a record of that information during the period for which your account is active and within five (5) years after your account is closed, in compliance with global industry standards on data storage. You also authorize us to conduct necessary investigations directly or through a third party to verify your identity or protect you and/or us from financial crimes, such as fraud. The information we require to verify your identity may include, but is not limited to, your name, email address, contact information, phone number, username, government-issued ID, date of birth, and other information collected during account registration. When providing the required information, you confirm it is true and accurate. AFTER REGISTRATION, YOU MUST ENSURE THAT THE INFORMATION IS TRUE, COMPLETE, AND TIMELY UPDATED WHEN CHANGED. IF THERE ARE ANY GROUNDS FOR BELIEVING THAT ANY OF THE INFORMATION YOU PROVIDED IS INCORRECT, FALSE, OUTDATED OR INCOMPLETE, REDOT RESERVES THE RIGHT TO SEND YOU A NOTICE TO DEMAND CORRECTION, DIRECTLY DELETE THE RELEVANT INFORMATION, AND, AS THE CASE MAY BE, TERMINATE ALL OR PART OF REDOT SERVICES WE PROVIDE FOR YOU. IF WE ARE UNABLE TO REACH YOU WITH THE CONTACT INFORMATION YOU PROVIDED, YOU SHALL BE FULLY LIABLE FOR ANY LOSS OR EXPENSE CAUSED TO REDOT DURING YOUR USE OF REDOT SERVICES. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE THE OBLIGATION TO UPDATE ALL THE **INFORMATION IF THERE IS ANY CHANGE.BY REGISTERING AN ACCOUNT, YOU HEREBY** AUTHORIZE REDOT TO CONDUCT INVESTIGATIONS THAT REDOT CONSIDERS NECESSARY, EITHER DIRECTLY OR THROUGH A THIRD PARTY, TO VERIFY YOUR **IDENTITY OR PROTECT YOU, OTHER USERS AND/OR REDOT FROM FRAUD OR OTHER** FINANCIAL CRIMES, AND TO TAKE NECESSARY ACTIONS BASED ON THE RESULTS OF SUCH INVESTIGATIONS. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED TO CREDIT BUREAUS AND AGENCIES FOR FRAUD PREVENTION OR FINANCIAL CRIME PREVENTION, WHICH MAY RESPOND TO OUR **INVESTIGATIONS IN FULL.**

d. Account Usage Requirements

The Redot Account can only be used by the account registrant. Redot reserves the right to suspend, freeze or cancel the use of Redot Accounts by persons other than account registrant. If you suspect or become aware of any unauthorized use of your username and password, you should notify Redot immediately. Redot assumes no liability for any loss or damage arising from the use of Redot Account by you or any third party with or without your authorization.

e. Account Security

Redot has been committed to maintaining the security of User entrusted funds, and has implemented industry standard protection for Redot Services. However, the actions of individual Users may pose risks. You shall agree to treat your access credentials (such as username and password) as confidential information, and not to disclose such information to any third party. You also agree to be solely responsible for taking the necessary security measures to protect your Redot Account and personal information.

You should be solely responsible for keeping safe of your Redot Account and password, and be responsible for all the transactions under your Redot Account. Redot assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account credentials, including but not limited to information disclosure, information release, consent or submission of various rules and agreements by clicking on the website, online agreement renewal, etc.

By creating a Redot Account, you hereby agree that:

- i. you will notify Redot immediately if you are aware of any unauthorized use of your Redot Account an d password or any other violation of security rules;
- ii. you will strictly abide by all mechanisms or procedures of Redot regarding security, authentication, tra ding, charging, deposit, and withdrawal; and
- iii. you will take appropriate steps to logout from Redot at the end of each visit.

III. Redot Services

Upon completion of the registration and identity verification for your Redot Account, you may use various Redot Services, including but not limited to, Crypto-to-crypto Trading, Fiat Trading, Futures and Derivative Products Trading, Loan/Repo Trading, leveraged trading, staking, acquiring market-related data, research and other information released by Redot, participating in User activities held by Redot, etc., in accordance with the provisions of these Terms (including Redot Platform Rules and other individual agreements). Redot has the right to:

- 1. Provide, modify or terminate, in its discretion, any Redot Services based on its development plan; and
- 2. Allow or prohibit some Users' use of any Redot Services in accordance with relevant Redot Platform Rules.

1. Service Usage Guidelines

a. License

Provided that you constantly comply with the express terms and conditions stated in these Terms, Redot grants you a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to access and use Redot Services through your computer or Internet compatible devices for your personal/internal purposes. You are prohibited to use Redot Services for resale or commercial purposes, including transactions on behalf of other persons or entities. All the above actions are expressly prohibited and constitute a material violation of these Terms. The content layout, format, function and access rights regarding Redot Services should be stipulated in the discretion of Redot. Redot reserves all rights not expressly granted in these Terms. Therefore, you are hereby prohibited from using Redot Services in any way not expressly authorized by these Terms.

These Terms only grant a limited license to access and use Redot Services. Therefore, you hereby agree that when you use Redot Services, Redot does not transfer Redot Services or the ownership or intellectual property rights of any Redot intellectual property to you or anyone else. All the text, graphics, user interfaces, visual interface, photos, sounds, process flow diagrams, computer code (including html code), programs, software, products, information and documents, as well as the design, structure, selection, coordination, expression, look and feel, and layout of any content included in the services or provided through Redot Services, are exclusively owned, controlled and/or licensed by Redot Operators or its members, parent companies, licensors or affiliates. Redot owns any feedback, suggestions, ideas, or other information or materials (hereinafter collectively referred to as "Feedback") about Redot or Redot Services that you provide through email, Redot Services, or other ways. You hereby transfer all rights, ownership and interests of the Feedback and all related intellectual property rights to Redot. You have no right and hereby waive any request for acknowledgment or compensation based on any Feedback, or any modifications based on any Feedback.

b. Restriction

When you use Redot Services, you agree and undertake to comply with the following provisions:

- i. During the use of Redot Services, all activities you carry out should comply with the requirements of a pplicable laws and regulations, these Terms, and various guidelines of Redot;
- ii. Your use of Redot Services should not violate public interests, public morals, or the legitimate interest s of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using Redot Services;
- You agree not to use the services for market manipulation (such as pump and dump schemes, wash tra ding, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether prohib ited by law);
- iv. Without written consent from Redot, the following commercial uses of Redot data are prohibited:

1) Trading services that make use of Redot quotes or market bulletin board information.

2) Data feeding or streaming services that make use of any market data of Redot.

3) Any other websites/apps/services that charge for or otherwise profit from (including through adverti sing or referral fees) market data obtained from Redot.

- v. Without prior written consent from Redot, you may not modify, replicate, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any copy right statement or label, or license, sub-license, sell, mirror, design, rent, lease, private label, grant sec urity interests in the properties or any part of the properties, or create their derivative works or otherwise take advantage of any part of the properties.
- vi. You may not (i) use any deep linking, web crawlers, bots, spiders or other automatic devices, program s, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties, or replicate or bypass the navigational structure or presentation o f Redot Services in any way, in order to obtain or attempt to obtain any materials, documents or infor mation in any manner not purposely provided through Redot Services; (ii) attempt to access any part o r function of the properties without authorization, or connect to Redot Services or any Redot servers or any other systems or networks of any Redot Services provided through the services by hacking, passw ord mining or any other unlawful or prohibited means; (iii) probe, scan or test the vulnerabilities of Re dot Services or any network connected to the properties, or violate any security or authentication meas ures on Redot Services or any network connected to Redot Services; (iv) reverse look-up, track or see k to track any information of any other Users or visitors of Redot Services; (v) take any actions that im poses an unreasonable or disproportionately large load on the infrastructure of systems or networks of Redot Services or Redot, or the infrastructure of any systems or networks connected to Redot services; (vi) use any devices, software or routine programs to interfere with the normal operation of Redot Ser vices or any transactions on Redot Services, or any other person's use of Redot Services; (vii) forge he aders, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of an y messages or transmissions you send to Redot, or (viii) use Redot Services in an illegal way.

By accessing Redot Services, you agree that Redot has the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions under relevant regulations without your consent or prior notice. Examples of such actions include, but are not limited to:

- 1. Blocking and closing order requests;
- 2. Freezing your account;
- 3. Reporting the incident to the authorities;
- 4. Publishing the alleged violations and actions that have been taken;

5. Deleting any information you published that are found to be violations.

2. Crypto-to-crypto Trading

Upon completion of the registration and identity verification for your Redot Account, you may conduct Crypto-to-crypto Trading on Redot in accordance with the provisions of these Terms and Redot Platform Rules.

a. Orders

Upon sending an instruction of using Redot Services for Crypto-to-crypto Trading (an "Order"), your account will be immediately updated to reflect the open Orders, and your Orders will be included in Redot's order book to match other users' Orders. If one of your Orders fully or partially matches another user's Order, Redot will execute an exchange (a "Transaction"). Once the Transaction is executed, your account will be updated to reflect that the Order has been fully executed and closed, or the Order has been partially executed. The Order will remain uncompleted until it is fully executed or cancelled under paragraph (b) below. To conclude a Transaction, you authorize Redot to temporarily control the Digital Currencies involved in your Transaction.

b. Cancellation

For Orders initiated through Redot Services, you may only cancel them before they have been matched with other Users' Orders. Once your Order has been matched with another user's Order, you may not change, revoke or cancel Redot's authorization to complete the Order. For any partially matched Order, you may cancel the unmatched part of the Order unless such portion has been matched. Redot reserves the right to reject any cancellation request related to the Order you have submitted. If your account does not have sufficient amount of Digital Currencies to execute an Order, Redot may cancel the entire Order, or execute part of the Order with the amount of Digital Currencies you have in your account (in each case, any Transaction related fees payable to Redot are deducted as stated in paragraph (c) below).

c. Fees

You agree to pay Redot the fees specified in <u>https://redot.com/fee-schedule</u>. Redot may, in its discretion, update the fees at any time. Any updated fees will apply to any sales or other Transactions that occur following the effective date of the updated fees. You authorize Redot to deduct from your account any applicable fees that you owe under these Terms.

d. Other Types of Crypto-to-crypto Trading

In addition to the Crypto-to-crypto Trading that allows users to directly place orders as mentioned in paragraph (a) above, Redot may, in its discretion, provide technical and platform services for other types of Crypto-tocrypto Trading under its separately formulated Redot Platform Rules, such as One Cancels the Other (OCO), block trading, and other order types.

3. Fiat Trading

Prior to conducting Fiat Trading, in accordance with type of fiat trading, you shall separately read and agree User Agreements with various Redot partnered OTC platforms, and comply with their Legal Terms, Privacy Policies and Terms of Service (<u>https://www.coinify.com/legal/</u>, <u>https://paxful.com/terms-of-service</u>, <u>https://paxful.com/privacy-notice</u>), and other specific Redot Platform Rules related to Fiat Trading as well as the business rules of such partners, and open an account on such Redot OTC platforms, following the completion of the registration and identity verification for your Redot Account, if applicable.

4. Futures and Options Trading

You should always carefully consider whether Redot Futures and Options are consistent with your risk tolerance, investment objectives, investment experience or sophistication, financial condition, financial needs, personal circumstances, and other considerations that may be relevant to you.

a. Futures and Options trading is highly risky. As a futures and Options trader, you acknowledge and agree that you shall access and use the futures and options trading service at your own risks;

- b. You should fully understand the risks associated with futures and options trading, have sufficient investment knowledge and experience and the capacity and be solely responsible and liable for any and all trading and non-trading activity on your Redot account. Do not enter into a transaction or invest in funds that are above your financial abilities;
- c. Before performing Futures and Options trading, you have read and understood all the relevant Redot Platform Rules, and have consulted relevant professionals to make informed decisions on whether and how to complete Futures and Options trading according to their recommendations and your own reasonable judgment;
- d. You are solely responsible and liable for knowing the true status of any position, even if presented incorrectly by Redot at any time;
- e. You agree to maintain in your Redot account a sufficient amount of assets required by Redot for users to engage in futures and options trading. Failure to maintain a sufficient amount of assets can result in the forced liquidation of assets in your account;
- f. You agree to trade in good faith. No person shall trade with intent to disrupt, or with reckless disregard for the adverse impact on, the orderly conduct of trading or the fair execution of transactions. Redot reserves the right to prohibit and prosecute any disruptive and manipulative trading practices that Redot finds to be abusive to the orderly conduct of trading or the fair execution of transactions. If Redot suspects any such accounts to be in violation of this term, Redot shall have the right to immediately suspend your Redot Account (and any accounts beneficially owned by related entities or affiliates), freeze or lock the Digital Assets or funds in all such accounts, and suspend your access to Redot. Redot may, in its sole discretion, perform measures to mitigate potential losses to you on your behalf, including, but not limited to, suspending you from trading without any prior notification.
- g. During Redot system maintenance, you agree that you are solely responsible and liable for managing your account under risks, including but not limited to, keep or close your position.
- h. You agree that you conduct all futures and options trading on your own account and claim full responsibility for your activities. Redot does not take any responsibility for any loss or damage incurred as a result of your use of any services or your failure to understand the risks involved associated with assets use generally or your use of our services.
- i. You agree that all investment operations conducted on Redot.com represent your true investment intentions and that unconditionally accept the potential risks and benefits of your investment decisions.
- j. Redot reserves the right to suspend or terminate Redot Futures and Options service. If necessary, Redot can suspend and terminate Redot Futures and Options service at any time.
- k. Due to network delay, computer system failures and other force majeure, which may lead to delay, suspension or deviation of Redot Futures and Options service execution, Redot will use commercially reasonable effort to ensure but not promise that Redot Futures and Options service execution system run stably and effectively. Redot does not take any responsibility if the final execution doesn't match your expectations due to the above factors.
- 1. Redot reserves the right to delist, i.e. removal of a listed asset from the exchange, at any time.
- m. You agree and authorize Redot to take various reasonable measures in its discretion (including but not limited to forced liquidation, socialized losses and forced position reduction under specific circumstances) in accordance with the relevant Redot Platform Rules to protect the legitimate interests of you, Redot and other Users.

5. Margins Trading

a. Risks of Margins Trading

Margins Trading is highly risky. As a leveraged trader, you acknowledge and agree that you access and use Margins Trading and Borrowing services at your own risk, which include but are not limited to:

- i. The liquidity, market depth and dynamics of the trading market fluctuate violently and change rapidly. The use of leverage may work to your advantage or disadvantage, which may result in major gains or l osses as the case may be.
- ii. You are not eligible to receive forked currencies split from any blockchain assets in your account, eve n if you have not engaged in any Margins Trading or borrowing at all.
- iii. Loans carry risk, and the value of your blockchain assets may decline. If the value of your assets drops to a certain level, you are responsible for dealing with these market circumstances.
- iv. In some market situations, you may find it difficult or impossible to liquidate a position. This may occ ur, for example, as a result of insufficient market liquidity or technical issues on Redot.
- v. Placing contingent Orders does not necessarily limit your losses to the expected amount, as market co nditions may prevent you from executing such orders.
- vi. Margins Trading does not have guaranteed measures against losses. As a borrower, you may suffer los ses that exceed the amount you deposited into your Collateral Account.

b. To start Margins Trading:

- i. You represent and warrant that you are neither from the U.S. nor on any list of trade embargoes or eco nomic sanctions, such as the Specially Designated National by OFAC (The Office of Foreign Assets C ontrol of the U.S. Department of the Treasury).
- ii. You should fully understand the risks associated with Margins Trading and Lending, and be fully resp onsible for any trading and non-trading activities under your Redot Account. You should not engage i n Transactions or invest in funds that are beyond your financial capacities;
- iii. You are fully responsible for knowing the true status of any position, even if Redot may present it inco rrectly at any time;
- iv. You agree to keep enough Digital Assets in your Collateral Account, as required by Redot for Users' e ngagement in Margins Trading, and promptly repay your loan in full. Failure to keep enough assets or to timely repay the outstanding loan may result in forced liquidation of the assets;
- v. Even if with the ability to forcefully liquidate any position, Redot cannot guarantee to stop losses. If y our assets are insufficient to repay the outstanding loan after the liquidation of your position, you are s till liable for any further shortfall of assets;
- vi. Redot may take measures, in its discretion and on your behalf, to reduce your potential losses from ex cess margin in adverse market conditions;
- vii. During Redot system maintenance, you agree to be fully responsible for managing your account under risks, including but not limited to, closing positions and repaying your loan.
- viii. You agree to conduct all Transactions, Margins Trading and/or borrowing on your own, and be fully r esponsible for your activities. Redot assumes no liability for any loss or damage caused by your use of any Redot services or your unawareness of the risks associated with the use of Digital Assets or with y our use of Redot Services.

6. Lending Services and Lending Pool Services

a. There are considerable risks involved in Lending Services and Lending Pool Service, which include without limitation to risks of fluctuation of the borrowed Digital Assets' value, derivative risks, interest rate risks, interest rate change risks, liquidity risks, and technical risks. You shall carefully consider and exercise clear judgment to evaluate your financial situation and the aforesaid risks to make any decision on using Lending Services or Lending Pool Services, and you shall be responsible for all losses arising therefrom;

b. you shall cooperate to provide the information and materials related to identity verification and Lending Services and Lending Pool Services as required by Redot, and be solely responsible for taking necessary security measures to protect the security of your account and personal information;

c. you shall carefully read relevant Redot Platform Rules before using Lending Services or Lending Pool Services, and be aware of, understand and observe the specific information and rules regarding the operations of Lending Services or Lending Pool Services, and you undertake that the use of the assets borrowed shall conform to requirements of these Terms and related laws and regulations;

d. Redot has the full right to manage your account and collateral during the period in which Lending Services and Lending Pool Services are offered, and reserves the right, to implement various risk control measures, which include but are not limited to forced liquidation or position reduction. Such steps may cause major losses to you and you shall be solely responsible for the outcomes of such measures;

e. Redot has the right to temporarily or permanently prohibit you from using Lending Services or Lending Pool Services when it deems it necessary or reasonable, and to the maximum extent permitted by law, without liability of any kind to you.

7. Staking Programs

Redot will from time-to-time launch Staking Programs for specific types of Digital Currencies to reward, as per certain rules, users who hold such Digital Currencies in their Redot Accounts. When participating in Staking Programs, you should note that:

a. Unless otherwise stipulated by Redot, Staking Programs are free of charge and Users may trade during the staking period;

b. Redot does not guarantee Users' proceeds under any Staking Program;

c. Redot has the right to initiate or terminate Staking Program for any Digital Currencies or modify rules on such programs in its sole discretion;

d. Users shall ensure that sources of the Digital Currencies they hold in Redot Accounts are legal and compliant and undertake to observe related laws and regulations. Otherwise, Redot has the right to take necessary steps in accordance with these Terms or Redot Platform Rules, including, without limitation, freezing Redot Accounts or deducting the Digital Currencies awarded to Users who violate the rules of respective Staking Programs.

IV. Liabilities

1. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, REDOT SERVICES, REDOT MATERIALS AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF REDOT ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND **REDOT EXPRESSLY DISCLAIMS, AND YOU WAIVE, ANY AND ALL OTHER WARRANTIES OF** ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. WITHOUT LIMITING THE FOREGOING, REDOT DOES NOT REPRESENT OR WARRANT THAT THE SITE, REDOT SERVICES OR REDOT MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. REDOT DOES NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED OR REMAIN OPEN. EXCEPT FOR THE EXPRESS STATEMENTS, AGREEMENTS AND RULES SET FORTH IN THESE TERMS, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT **RELIED UPON ANY OTHER STATEMENT OR AGREEMENT, WHETHER WRITTEN OR ORAL,** WITH RESPECT TO YOUR USE AND ACCESS OF REDOT SERVICES. WITHOUT LIMITING

THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT REDOT WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (A) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL ASSETS PRICE DATA, (B) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA, (C) INTERRUPTION IN ANY SUCH DATA, (D) REGULAR OR UNSCHEDULED MAINTENANCE CARRIED OUT BY REDOT AND SERVICE INTERRUPTION AND CHANGE RESULTING FROM SUCH MAINTENANCE, (E) ANY DAMAGES INCURRED BY OTHER USERS' ACTIONS, OMISSIONS OR VIOLATION OF THESE TERMS, (F) ANY DAMAGE CAUSED BY ILLEGAL ACTIONS OF OTHER THIRD PARTIES OR ACTIONS WITHOUT AUTHORIZED BY REDOT; AND (G) OTHER EXEMPTIONS MENTIONED IN DISCLAIMERS AND PLATFORM RULES ISSUED BY REDOT. THE DISCLAIMER OF IMPLIED WARRANTIES CONTAINED HEREIN MAY NOT APPLY IF AND TO THE EXTENT IT IS PROHIBITED BY APPLICABLE LAW OF THE JURISDICTION IN WHICH YOU RESIDE.

2. Disclaimer of Damages and Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL REDOT, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, **REVENUE, PROFITS OR OTHER BUSINESSES OR FINANCIAL BENEFITS) ARISING OUT OF REDOT SERVICES, ANY PERFORMANCE OR NON-PERFORMANCE OF REDOT SERVICES,** OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF **REDOT AND ITS AFFILIATES, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY** OR OTHER THEORY EVEN IF REDOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF REDOT'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL THE LIABILITY OF REDOT, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF SERVICES OFFERED BY OR ON BEHALF OF REDOT AND ITS AFFILIATES, ANY PERFORMANCE OR NON-PERFORMANCE OF REDOT SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY, EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO REDOT UNDER THESE TERMS IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

3. Indemnification

You agree to indemnify and hold harmless Redot Operators, their affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with, Redot Services, (ii) your breach or our enforcement of these Terms, or (iii) your violation of any applicable law, regulation, or rights of any third party during your use of Redot Services. If you are obligated to indemnify Redot Operators, their affiliates, contractors, licensors, and their respective directors, officers,

employees or agents pursuant to these Terms, Redot will have the right, in its sole discretion, to control any action or proceeding and to determine whether Redot wishes to settle, and if so, on what terms.

V. Announcements

Please be aware that all official announcements, news, promotions, competitions and airdrops will be listed on <u>https://redot.com/blog</u>. USERS UNDERTAKE TO REFER TO THESE MATERIALS REGULARLY AND PROMPTLY. REDOT WILL NOT BE HELD LIABLE OR RESPONSIBLE IN ANY MANNER OF COMPENSATION SHOULD USERS INCUR PERSONAL LOSSES ARISING FROM IGNORANCE OR NEGLIGENCE OF THE ANNOUNCEMENTS.

VI. Termination of Agreement

1. Suspension of Redot Accounts

You agree that Redot shall have the right to immediately suspend your Redot Account (and any accounts beneficially owned by related entities or affiliates), freeze or lock the Digital Assets or funds in all such accounts, and suspend your access to Redot for any reason including if Redot suspects any such accounts to be in violation of these Terms, our Privacy Policy, or any applicable laws and regulations. You agree that Redot shall not be liable to you for any permanent or temporary modification of your Redot Account, or suspension or termination of your access to all or any portion of Redot Services. Redot shall reserve the right to keep and use the transaction data or other information related to such Redot Accounts. The above account controls may also be applied in the following cases:

- 1. The Redot Account is subject to a governmental proceeding, criminal investigation or other pending li tigation;
- 2. We detect unusual activities in the Redot Account;
- 3. We detect unauthorized access to the Redot Account;
- 4. We are required to do so by a court order or command by a regulatory/government authority.

2. Cancellation of Redot Accounts

In case of any of the following events, Redot shall have the right to directly terminate these Terms by cancelling your Redot Account, and shall enjoy the right but not the obligation to permanently freeze (cancel) the authorizations of your Redot Account on Redot and withdraw the corresponding Redot Account thereof:

- 1. after Redot terminates services to you;
- 2. you allegedly register or register in any other person's name as a Redot User again, directly or indirect ly;
- 3. the information that you have provided is untruthful, inaccurate, outdated or incomplete;
- 4. when these Terms are amended, you state your unwillingness to accept the amended Terms by applyin g for cancellation of your Redot Account or by other means;
- 5. you request that Redot Services be terminated; and
- 6. any other circumstances where Redot deems it should terminate Redot Services.

Should your Redot Account be terminated, the account and transactional information that meet data retention standards will be securely stored for 5 years. In addition, if a transaction is unfinished during the account



termination process, Redot shall have the right to notify your counterparty of the situation at that time. You acknowledge that a user-initiated account exit (right to erasure under GDPR or other equivalent regulations) will also be subjected to the termination protocol stated above.

If Redot is informed that any Digital Assets or funds held in your Redot Account are stolen or otherwise are not lawfully possessed by you, Redot may, but has no obligation to, place an administrative hold on the affected funds and your Redot Account. If Redot does lay down an administrative hold on some or all of your funds or Redot Account, Redot may continue such hold until such time as the dispute has been resolved and evidence of the resolution acceptable to Redot has been provided to Redot in a form acceptable to Redot. Redot will not involve itself in any such dispute or the resolution of the dispute. You agree that Redot will have no liability or responsibility for any such hold, or for your inability to withdraw Digital Assets or funds or execute trades during the period of any such hold.

3. Remaining Funds After Redot Account Termination

Except as set forth in paragraph 4 below, once a Redot Account is closed/withdrawn, all remaining account balance (which includes charges and liabilities owed to Redot) will be payable immediately to Redot. Upon payment of all outstanding charges to Redot (if any), Users will have 5 business days to withdraw all Digital Assets or funds from the account.

4. Remaining Funds After Redot Account Termination Due to Fraud, Violation of Law, or Violation of These Terms

Redot maintains full custody of the Digital Assets, funds and User data/information which may be turned over to governmental authorities in the event of Redot Accounts' suspension/closure arising from fraud investigations, investigations of violation of law or violation of these Terms.

VII. No Financial Advice

Redot is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any trades or other decisions or activities effected by you using Redot Services. No communication or information provided to you by Redot is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice. Unless otherwise specified in these Terms, all trades are executed automatically, based on the parameters of your order instructions and in accordance with posted trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you according to your personal investment objectives, financial circumstances and risk tolerance, and you shall be solely responsible for any loss or liability therefrom. You should consult legal or tax professionals regarding your specific situation. Redot does not recommend that any Digital Asset should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Digital Asset, you should conduct your own due diligence and consult your financial advisors prior to making any investment decision. Redot will not be held responsible for the decisions you make to buy, sell, or hold Digital Asset based on the information provided by Redot.

VIII. Compliance with Local Laws

It is Users' responsibility to abide by local laws in relation to the legal usage of Redot Services in their local jurisdiction as well as other laws and regulations applicable to Users. Users must also factor, to the extent of their local laws all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities. ALL USERS OF REDOT SERVICES ACKNOWLEDGE AND DECLARE THAT THEIR FUNDS COME FROM LEGITIMATE SOURCES AND DO NOT ORIGINATE FROM ILLEGAL ACTIVITIES; USERS AGREE THAT REDOT WILL REQUIRE THEM TO PROVIDE OR OTHERWISE COLLECT THE NECESSARY INFORMATION AND MATERIALS AS PER

RELEVANT LAWS OR GOVERNMENT ORDERS TO VERIFY THE LEGALITY OF THE SOURCES AND USE OF THEIR FUNDS. Redot maintains a stance of cooperation with law enforcement authorities globally and will not hesitate to seize, freeze, terminate Users' accounts and funds which are flagged out or investigated by legal mandate.

IX. Privacy Policy

Access to Redot Services will require the submission of certain personally identifiable information. Please review Redot's Privacy Policy at <u>https://redot.com/documents/legal/Redot_Privacy_Policy.pdf</u> for a summary of Redot's guidelines regarding the collection and use of personally identifiable information.

X. Resolving Disputes: Forum, Arbitration, Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY, AS IT INVOLVES A WAIVER OF CERTAIN RIGHTS TO BRING LEGAL PROCEEDINGS, INCLUDING AS A CLASS ACTION.

1. Notice of Claim and Dispute Resolution Period. Please contact Redot first - Redot wants to address your concerns without resorting to formal legal proceedings, if possible. If you have a dispute with Redot, then you should contact Redot and a ticket number will be assigned. Redot will attempt to resolve your dispute internally as soon as possible. The parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).

In the event the dispute cannot be resolved satisfactorily, and you wish to assert a legal claim against Redot, then you agree to set forth the basis of such claim in writing in a "Notice of Claim," as a form of prior notice to Redot. The Notice of Claim must (1) describe the nature and basis of the claim or dispute, (2) set forth the specific relief sought, (3) provide the original ticket number, and (4) include your Redot account email. The Notice of Claim should be submitted to an email address provided in your correspondence with Redot. After you have provided the Notice of Claim to Redot, the dispute referenced in the Notice of Claim may be submitted by either Redot or you to arbitration in accordance with paragraph 2 of this Section, below. For the avoidance of doubt, the submission of a dispute to Redot for resolution internally and the delivery of a Notice of Claim to Redot are prerequisites to commencement of an arbitration proceeding (or any other legal proceeding). During the arbitration, the amount of any settlement offer made by you or Redot shall not be disclosed to the arbitrator.

2. Agreement to Arbitrate and Governing Law. You and Redot Operators agree that, subject to paragraph 1 above, any dispute, claim, or controversy between you and Redot (and/or Redot Operators) arising in connection with or relating in any way to these Terms or to your relationship with Redot (and/or Redot Operators) as a user of Redot Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) will be determined by mandatory final and binding individual (not class) arbitration, except as set forth below under Exceptions to Agreement to Arbitrate. You and Redot Operators further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including without limitation any objections with respect to the existence, scope or validity of the Agreement to Arbitrate, or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow this agreement and can award the same damages and relief as a court (including, if applicable, attorney fees), except that the arbitrator may not award declaratory or injunctive relief in favor of anyone but the parties to the arbitration. The arbitration provisions set forth in this Section will survive termination of these Terms. Arbitration Rules. The arbitration shall be subject to the LCIA Administered Arbitration Rules ("LCIA Rules") in force when the Notice of Arbitration is submitted, as modified by this Section X. The arbitration will be administered by the London Court of International Arbitration (LCIA). Unless the parties agree otherwise, there shall be only one arbitrator appointed in accordance with the LCIA Rules. Any arbitration will be conducted in the English language. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written

decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. JUDGMENT ON ANY ARBITRAL AWARD MAY BE GIVEN IN ANY COURT HAVING JURISDICTION OVER THE PARTY (OR OVER THE ASSETS OF THE PARTY) AGAINST WHOM SUCH AN AWARD IS RENDERED. Time for Filing: ANY ARBITRATION AGAINST **REDOT OPERATORS MUST BE COMMENCED BY FILING A REOUEST FOR ARBITRATION** WITHIN ONE (1) YEAR. AFTER THE DATE THE PARTY ASSERTING THE CLAIM FIRST KNOWS OR REASONABLY SHOULD KNOW OF THE ACT. OMISSION OR DEFAULT GIVING RISE TO THE CLAIM: AND THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD. THIS ONE YEAR LIMITATION PERIOD IS INCLUSIVE OF THE INTERNAL DISPUTE RESOLUTION PROCEDURE SET FORTH IN PARAGRAPH 1 OF THIS SECTION, ABOVE. THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD. If applicable law prohibits a oneyear limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. Process; Notice: The party who intends to seek arbitration after the expiration of the Dispute Resolution Period set forth in paragraph 1, above, must submit a request to the LCIA in accordance with the LCIA Rules. If we request arbitration against you, we will give you notice at the email address or mailing address you have provided. You agree that any notice sent to this email or mailing address shall be deemed effective for all purposes, including without limitation to determinations of adequacy of service. It is your obligation to ensure that the email address and/or mailing address on file with Redot is up-todate and accurate. Seat of Arbitration: The seat of the arbitration shall be London. Place of Hearing: The location of any in-person arbitration hearing shall be London, unless otherwise agreed to by the parties. Governing Law: These Terms (including this arbitration agreement) shall be governed by, and construed in accordance with, the laws of United Kingdom. Confidentiality: The parties agree that the arbitration shall be kept confidential. The existence of the arbitration, any nonpublic information provided in the arbitration, and any submissions, orders or awards made in the arbitration (together, the "Confidential Information") shall not be disclosed to any non-party except the tribunal, the LCIA, the parties, their counsel, experts, witnesses, accountants and auditors, insurers and reinsurers, and any other person necessary to the conduct of the arbitration. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision shall survive termination of these Terms and of any arbitration brought pursuant to these Terms.

3. Class Action Waiver. You and Redot agree that any claims relating to these Terms or to your relationship with Redot as a user of Redot Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) shall be brought against the other party in an arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You and Redot further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of all parties, including Redot.

4. Modifications. Redot reserves the right to update, modify, revise, suspend, or make any future changes to Section X regarding the parties' Agreement to Arbitrate, subject to applicable law. You hereby consent and agree that it is your responsibility to ensure that your understanding of this Section is up to date. Subject to the applicable law, your continued use of your Redot account shall be deemed to be your acceptance of any modifications to Section X regarding the parties' Agreement to Arbitrate. You agree that if you object to the modifications to Section X, Redot may block access to your account pending closure of your account. In such circumstances, the Terms and Conditions prior to modification shall remain in full force and effect pending closure of your account.

5. Severability. If any portion of these Terms are adjudged to be invalid or unenforceable for any reason or to any extent, the remainder of these Terms will remain valid and enforceable and the invalid or unenforceable portion will be given effect to the greatest extent permitted by law.

XI. Miscellaneous

1. Independent Parties. Redot is an independent contractor but not an agent of you in the performance of these Terms. These Terms shall not be interpreted as facts or evidence of an association, joint venture, partnership, or franchise between the parties.

2. Entire Agreement. These Terms constitute the entire agreement between the parties regarding use of Redot Services and will supersede all prior written or oral agreements between the parties. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms herein.

3. Interpretation and Revision. Redot reserves the right to alter, revise, modify, and/or change these Terms at any time. All changes will take effect immediately upon being published on Redot websites. It is your responsibility to regularly check relevant pages on our websites/applications to confirm the latest version of these Terms. If you do not agree to any such modifications, your only remedy is to terminate your usage of Redot Services and cancel your account. You agree that, unless otherwise expressly provided in these Terms, Redot will not be responsible for any modification or termination of Redot Services by you or any third party, or suspension or termination of your access to Redot Services.

4. Force Majeure. Redot will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond Redot's reasonable control.

5. Severability. If any portion of these Terms is held invalid or unenforceable, such invalidity or enforceability will not affect the other provisions of these Terms, which will remain in full force and effect, and the invalid or unenforceable portion will be given effect to the greatest extent possible.

6. Assignment. You may not assign or transfer any right to use Redot Services or any of your rights or obligations under these Terms without prior written consent from Redot, including any right or obligation related to the enforcement of laws or the change of control. Redot may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

7. Waiver. The failure of one party to require performance of any provision will not affect that party's right to require performance at any time thereafter. At the same time, the waiver of one party to seek recovery for the other party's violation of these Terms or any provision of applicable terms shall not constitute a waiver by that party of any subsequent breach or violation by the other party or of the provision itself.

8. Third-Party Website Disclaimer. Any links to third-party websites from Redot Services does not imply endorsement by Redot of any product, service, information or disclaimer presented therein, nor does Redot guarantee the accuracy of the information contained on them. If you suffer loss from using such third-party product and service, Redot will not be liable for such loss. In addition, since Redot has no control over the terms of use or privacy policies of third-party websites, you should read and understand those policies carefully.

9. Matters Related to Apple Inc. If you use any device manufactured by Apple Inc. to participate in any commercial activities or reward programs through Redot Services, such activities and programs are provided by Redot and are not associated with Apple Inc. in any manner.

10. Contact Information. For more information on Redot, you may refer to the company and license information found on Redot websites. If you have questions regarding these Terms, please feel free to contact Redot for clarification via our Customer Support team at <u>help@redot.com</u>.