Terms of Service

Important Notice: By creating or funding an account or accessing or using any Service (defined below), you acknowledge that you have read, understood, and fully agree to these Terms of Service (as updated and revised from time to time). If you do not agree to be bound by these Terms of Service or any subsequent revisions, changes, or updates, you may not access or use any Service. If you do access or use any Service, you will be bound by these Terms of Service (as updated and revised from time to time); if you do not wish to be bound by these Terms of Service, your sole remedy is to cease using all Services. These Terms of Service were last updated on February 1, 2025.

Only eligible persons are permitted to access or use the Services. Any use of the Services or access to the Website by any ineligible person is a violation of these Terms of Service and may be subject to forfeiture of any fiat currency, digital tokens, funds, proceeds, or other property (defined below).

These Terms of Service apply to users of Laniaex (all web pages at this address, including mobile applications and application programming interfaces, sometimes referred to as the "Website"). You should carefully read these Terms of Service to determine which terms apply to you. These Terms of Service should be read in conjunction with the Terms of Service applicable to other pages of the Website. Such terms will apply to you with respect to the services identified therein and are in addition to, but not exclusive of, these Terms of Service. For example, use of the Derivatives page of the Website and trading in any derivative products are governed by the Derivatives Terms of Service. By creating or funding an account or accessing or using any services, functions, or features offered from time to time on the Website (collectively or individually, a "Service"), the user (referred to herein as "you" or "your") agrees to these Terms of Service.

These Terms of Service, together with the materials contained herein, constitute the entire agreement and understanding between you and one of the following Laniaex Parties regarding access to or use of any or all Services and any method of accessing such Services through the Website:

- a) LaniaexWW Inc., unless you meet one or more of the criteria in paragraph (b); or
- b) LaniaexNA Inc., if you meet one or more of the following conditions:
- 1) you are a U.S. person (as defined below); or
- 2) you deposit, withdraw, or transfer fiat currency or digital tokens to, from, or to a U.S. financial institution to facilitate the provision of any Service. IMPORTANT: DO NOT DEPOSIT OR STORE ANY DIGITAL TOKENS ON THE WEBSITE USING ANY DEPOSIT ADDRESS CREATED BEFORE 19:00:00 UTC ON 1 January 2021. USE ONLY ADDRESSES GENERATED BY THE WEBSITE AFTER 19:00:00 UTC ON 1 January 2021. IN ADDITION TO OTHER LIMITATIONS OF LIABILITY, Laniaex CANNOT AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEPOSITS TO ANY DIGITAL TOKEN WALLET OR DIGITAL TOKEN ADDRESS CREATED BEFORE 19:00:00 UTC ON 1 January

If you meet any of the criteria set forth in clauses (b)(1) to (b)(2) above, you are a "LaniaexNA Customer." Otherwise, you are a "LaniaexWW Customer." You and LaniaexWW or LaniaexNA (as the case may be) are each a "Party" and collectively, the "Parties." The following documents are incorporated into these Terms of Service by reference: API Terms of Service; Laniaex Chatbot Terms of Service; tidal-ex.net Contest General Rules; Laniaex Market Data Terms of Use; Risk Disclosure Statement; Anti-Spam Policy; Law Enforcement Request Policy; and Fee Schedule. Additionally, these Terms of Service should be read in conjunction with the Privacy Notice and Cookies Policy. Please note that all digital token transactions on and off the Website may be subject to fees imposed by Laniaex, as listed and updated from time to time, or as otherwise agreed upon between you and Laniaex. In the event of any inconsistency between these Terms of Service and any other pages, policies, terms, conditions, licenses, restrictions, or obligations within or on the Website, these Terms of Service shall prevail.

Please carefully read the arbitration clause listed below, as it requires all Laniaex customers to resolve any claims and disputes on an individual basis through final and binding arbitration. By using the Services, you expressly acknowledge that you have read and understood all of these Terms of Service and have taken the time to consider the consequences of this important decision.

The Services are complex and carry a high level of risk and are not intended for users without the appropriate knowledge and experience. Laniaex has no obligation to evaluate the suitability of the Services for users, and any comments or statements made by Laniaex or any of its affiliates regarding the suitability of the Services for you should not be construed as investment or legal advice under any circumstances and should not be considered or relied upon as such. For more information on the risks associated with the Services, please review the Risk Disclosure Statement.

Laniaex may modify, change, or update these Terms of Service at any time without prior notice to you. You should frequently review the Website to confirm that you have copied and understood these Terms of Service and that they are current and correct. Your continued access or use of any Services after the effective date of any modification, change, or update constitutes your acceptance of these Terms of Service and the modifications to such modification, change, or update.

If access to or use of the Website and any Services is prohibited, illegal, or punishable under applicable law, such access or use shall be void and shall not constitute the basis for the assertion or recognition of any interest, right, remedy, power, or privilege. 1. Interpretation:

- 1.1. Definitions: In these Terms of Service and all documents incorporated herein by reference, unless otherwise specified, the following terms have the following meanings:
- 1.1.1. "Account" refers collectively to an individual's account, sub-accounts, digital token wallets, equity wallets, and other records, all of which Laniaex may use from time to time to record an individual's fiat currency, digital tokens, and other asset balances and service usage.
- 1.1.2. "Account Management" has the meaning set forth in Section 6.3 of these Terms of Service;
- 1.1.3. "Affiliates" means, with respect to a Person, such Person's direct or indirect subsidiaries,

such Person's holding company, and any other subsidiaries of such holding company;

- 1.1.4. "AML" means Anti-Money Laundering, which includes all laws applicable to each Party prohibiting money laundering or any act or attempted act that conceals or disguises the identity or source; alters the form; or moves, transfers, or transports illicit proceeds, property, funds, fiat currency, or digital tokens, including in furtherance of any illegal activity such as fraud, tax evasion, embezzlement, insider trading, financial crime, bribery, cyber theft or hacking, drug trafficking, weapons proliferation, terrorism, or violations of economic sanctions, which may also require internal controls to detect, prevent, report, and maintain records of suspected money laundering or terrorist financing;
- 1.1.5. "Anti-Corruption" means all laws applicable to each Party prohibiting corruption or bribery of government officials, kickbacks, inducements, and other related forms of commercial corruption or bribery;
- 1.1.6. "Apple" has the meaning set forth in Paragraph 29 of these Terms of Service;
- 1.1.7. "Affiliate" means Laniaex and each of its Affiliates, and each of its shareholders, directors, officers, employees, contractors, agents, partners, insurers, and attorneys;
- 1.1.8. "Laniaex" means:
- 1.1.8.1 If you are a U.S. person, or if you deposit, withdraw, or transfer fiat currency or digital tokens to a U.S. financial institution to facilitate the provision of the Services, LaniaexNA; and
- 1.1.8.2 If you are not a U.S. person, and if you do not deposit, withdraw, or transfer fiat currency or digital tokens to any U.S. financial institution to facilitate the provision of the Services, LaniaexWW;
- 1.1.9. "Laniaex Android App" has the meaning set forth in Paragraph 30 of these Terms of Service:
- 1.1.10. "Laniaex iOS App" has the meaning set forth in Paragraph 29 of these Terms of Service;
- 1.1.11. "LaniaexNA Customer" has the meaning set forth in paragraph a) above.;
- 1.1.12. "LaniaexWW Customer" has the meaning set forth in clause b) above;
- 1.1.13. "Loan" has the meaning set forth in clause 3.2 of these Terms of Service;
- 1.1.14. "Canadian Person" means:
- 1.1.14.1. a resident of any province or territory of Canada;
- 1.1.14.2. any person organized or established under the laws of Canada or any province or territory of Canada;
- 1.1.14.3. the estate of any deceased person who resided in any province or territory of Canada;
- 1.1.14.4. any person organized or established outside of Canada or any province or territory of Canada, any of which, individually or in the aggregate, directly or indirectly (i) holds 50% or more of the equity interest by vote or value, (ii) holds a majority of the seats on or membership in the board of directors of such entity, or (iii) authorizes, makes, directs, or otherwise controls the actions, policies, personnel decisions, or day-to-day operations of such person. 1.1.15. "Copyright" has the meaning set forth in Section 16.2 of these Terms of Service.
- 1.1.16. "CPR Rules" has the meaning set forth in Section 12.1 of these Terms of Service.
- 1.1.17. "CTF" means Counter-Terrorism Financing.
- 1.1.18. "Representative" has the meaning set forth in Section 4 of these Terms of Service.
- 1.1.19. "Delegated Sub-Account" has the meaning set forth in Section 4 of these Terms of

Service.

- 1.1.20. "Principal" has the meaning set forth in Section 4 of these Terms of Service. 1.1.21. "Digital Token" means a digital representation of value that functions as (i) a medium of exchange; (ii) a unit of account; (iii) a store of value; and/or (iv) other similar digital representations of rights or assets, typically including blockchain-based assets or rights, including sovereign cryptocurrencies or virtual currencies such as Bitcoin, Litecoin, and Ethereum.
- 1.1.22. "Digital Token Address" means an alphanumeric identifier representing a potential destination for a Digital Token transfer, typically associated with a User's Digital Token Wallet.
- 1.1.23. "Digital Token Wallet" means a software application (or other mechanism) that provides a means for holding, storing, and transferring Digital Tokens (including a User's Digital Token Address, Digital Token Balance, and Cryptographic Keys). In connection with the Services, Digital Token Wallet means a device that: (i) holds, stores, and transacts Digital Tokens and Fiat Currency in connection with the Services, and (ii) transfers Digital Tokens that we provide to you as part of your Account (subject to the Terms of Service);
- 1.1.24. "Economic Sanctions" means financial sanctions, trade embargoes, export or import controls, anti-boycott and restrictive trade measures established, administered, enforced, or penalized under any Law applicable to you or the Site;
- 1.1.25. "Eligible Contract Participant" has the meaning ascribed to it in Section 1a(18) of the Commodity Exchange Act of the United States and Rule 1.3 of the Commodity Futures Trading Commission of the United States, as amended;
- 1.1.26. "FATF" means the Financial Action Task Force;
- 1.1.27. "FIA" means the British Virgin Islands Financial Investigation Agency;
- 1.1.28. "Fiat Currency" means the currency or money of any country or jurisdiction that:
- 1.1.28.1. is designated as legal tender; and
- 1.1.28.2. is circulated, customarily used, and accepted as a medium of exchange in the country or jurisdiction of issuance;
- 1.1.29. "Financing Order Book" has the meaning set forth in Section 3 of these Terms of Service;
- **1.1.30.** "Financing Provider" means any Provider offering financing for its own account on the Website:
- 1.1.31. "Financing Recipient" means any Recipient receiving financing from a Financing Provider on the Website;
- 1.1.32. "FinCEN" means the Financial Crimes Enforcement Network of the United States Department of the Treasury;
- 1.1.33. "Google" has the meaning set forth in Paragraph 30 of these Terms of Service;
- 1.1.34. "Government" means any national, federal, state, municipal, local, or foreign government, including any department, agency, subdivision, bureau, commission, court, tribunal, arbitration body, or other governmental, government-appointed, or quasi-governmental instrumentality or component exercising executive, legislative, judicial, regulatory, or administrative power, authority, or function, including any quasi-governmental corporation or state-owned (majority or more) or controlled commercial enterprise;
- 1.1.35. "Government Approval" means any authorization, permit, license, consent, approval, concession, franchise, or other authorization granted by or to any government for the conduct

- of any party's business or the execution, delivery, and performance of the Services or any transaction entered into under these Terms of Service. , lease, determination, certification, exemption, exception, filing, or waiver;
- 1.1.36. "Government Official" means an officer or employee of any government, a director, officer, or employee of any governmental entity, a candidate for public office, a political party or party official, an officer or employee of a public international organization, and any person acting in any of the foregoing official capacities, even if such person is acting temporarily and without compensation;
- 1.1.37. "Law" means all laws, statutes, orders, regulations, rules, treaties, and/or official obligations or requirements enacted, promulgated, issued, approved, enforced, or administered by any government that apply to you or the Site;
- 1.1.38. "Lien" has the meaning set out in Section 6.2 of these Terms of Service;
- 1.1.39. "Loss" means any claim, application, loss, injury, delay, accident, cost, business interruption cost or any other expense (including attorneys' fees or costs of any claim or action), including any incidental, direct, indirect, general, special, punitive, exemplary or consequential damages, loss of goodwill or business profits, work stoppage, loss of data, computer failure or malfunction, or any and all other commercial losses;
- 1.1.40. "Trademark" has the meaning set out in Section 16 of these Terms of Service;
- 1.1.41. "Non-Exempt UK Person" means any natural or legal person using the Services in the United Kingdom who has not been assessed by Laniaex as exempt from the financial promotion restrictions in Section 21(1) of the Financial Services and Markets Act 2000 (UK);
- 1.1.42. "OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury;
- 1.1.43. "Person" includes an individual, association, partnership, corporation, company, other corporate body, trust, estate, and any form of organization, group, or entity (whether or not having separate legal personality);
- 1.1.44. "Personal Information" has the meaning set forth in the Privacy Statement.
- 1.1.45. "Prohibited Jurisdiction" means any jurisdiction subject to a general embargo by the British Virgin Islands, the United States, or the United Nations. Jurisdictions, as of the date these Terms of Service were last updated, include: Cuba, the Democratic People's Republic of Korea (DPRK), Iran, Syria, Crimea (the region of Ukraine annexed by the Russian Federation), the self-proclaimed Donetsk People's Republic (Ukraine), the self-proclaimed Luhansk People's Republic (Ukraine), and the self-proclaimed Zaporizhia People's Republic (Ukraine).
- 1.1.46. "Prohibited Person" means any U.S. person; any Canadian; any non-exempt United Kingdom person; the government of Venezuela; any resident, government, or government official of any Prohibited Jurisdiction; and any Sanctioned Person.
- 1.1.47. "Prohibited Uses" has the meaning set forth in paragraph 14 of these Terms of Service.
- 1.1.48. "Sanctions Lists" means the Specially Designated Nationals and Blocked Persons ("SDN") list and non-SDN lists, including the Industry Sanctions Identification Lists, published by OFAC; the Section 311 Special Measures targeting jurisdictions, financial institutions, or international transactions of primary money laundering concern published by the Financial Crimes Enforcement Agency; and any other list of foreign terrorist organizations or other

sanctioned, restricted, or prohibited parties published by the FIA or pursuant to the U.S. Government, the British Virgin Islands (including any list of sanctioned, restricted, or prohibited parties under UK law applicable to the British Virgin Islands), the United Nations, or any other jurisdiction or government, as amended, supplemented, or replaced from time to time, as determined by you, Tether, or the Services.

- 1.1.49. "Sanctioned Persons" means: (i) any person or group specifically listed on any Sanctions List; (ii) any person or group directly or indirectly owned by more than 50% of the person or group; or more Digital Token addresses, or Digital Token wallets associated with such individuals or individuals, or any government or government official of any prohibited jurisdiction named on any sanctions list; or (iii) any individual or Digital Token address sanctioned by any government or subject to sanctions, restrictions, or penalties under applicable economic sanctions, anti-money laundering, or counter-terrorist financing laws;
- 1.1.50. "Staking Rewards" has the meaning set forth in Section 3.7 of these Terms of Service;
- 1.1.51. "Staking Wallet" has the meaning set forth in Section 3.7 of these Terms of Service;
- 1.1.52. "Tax Information Exchange Laws" means laws relating to the exchange of tax information between governments, including the U.S. Foreign Account Tax Compliance Act (enacted by Chapter V, Subchapter A of the Job Recovery and Hiring Incentives Act (P.L. 111-147 (2010)), as amended); and the Common Reporting Standard or the Automatic Exchange of Financial Account Information standard;
- 1.1.53. "Terms of Service" means these Terms and Conditions of Service, as they may be changed, amended, or updated from time to time, including the following website policies and pages: API Terms of Service; Laniaex Chatbot Terms of Service; tidal-ex.net Contest General Rules; Laniaex Market Data Terms of Use; Risk Disclosure Statement; Anti-Spam Policy; Law Enforcement Request Policy; and Fee Schedule.
- 1.1.54. "U.S. Territories or Insular Possessions" means the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and all other U.S. territories and possessions other than Indian Lands (as such term is defined in the Indian Gaming Regulatory Act);
- 1.1.55. "Third-Party Services" has the meaning set forth in paragraph 19 of these Terms of Service:
- 1.1.56. "Trade Order Book" has the meaning set forth in Section 3 of these Terms of Service;
- 1.1.57. "United States" or "U.S.A." means each state of the United States and the District of Columbia;
- 1.1.58. "United States citizen or resident of the United States" includes any United States citizen, lawful permanent resident of the United States, person protected by section 1324b(a)(3) of the Immigration and Nationality Act of the United States, or person holding a passport issued by the United States government (i.e., a U.S. national);
- 1.1.59. "User Insolvency Event" means any of the following insolvency events: (i) you cease or suspend the payment of any debts, or are unable or admit to being unable to pay your debts as they become due; (ii) you enter into negotiations with one or more creditors, or enter into any composition, compromise, assignment, or arrangement to restructure any debts (due to actual or anticipated financial difficulties); (iii) declare a moratorium on the payment of any debts; (iv) take any action, proceeding, procedure, or step in connection with: (a) entering into a composition, compromise, assignment, or arrangement with any creditor; or (b) the

appointment of a liquidator, receiver, administrative receiver, administrator, compulsory administrator, or other similar official for you or any of your assets; (v) the value of your assets is less than your liabilities (taking into account contingent and anticipated liabilities); (vi) Any event occurring in any jurisdiction with respect to you that is similar to the events described in paragraphs (i) through (v) above, inclusive;

- 1.1.60. "User Submissions" has the meaning set forth in paragraph 11.1 of these Terms of Service;
- 1.1.61. "U.S. Financial Institution" means any U.S. person organized, incorporated, or located in the United States, or its territories or insular possessions, and any of its affiliates, branches, offices, or agents that engages in the business of: (i) accepting deposits; (ii) making, granting, transferring, holding, or brokering remittances, loans, or credits; or (iii) purchasing or selling foreign exchange, securities, commodity futures, or options, or procuring the purchase or sale of the same, whether as principal or agent, and such term shall apply to the affiliates, branches, offices, and agents of any foreign financial institution located in the United States, its territories, or insular possessions, but shall not include any affiliates, branches, offices, or agents of such foreign financial institution located outside of the United States or its territories or insular possessions;
- 1.1.62. "U.S. Person" means:
- 1.1.62.1. a U.S. citizen or resident;
- 1.1.62.2. a corporation, partnership, or other entity organized or incorporated under the laws of the United States;
- 1.1.62.3. any estate: (i) of a U.S. citizen or resident at the time of death; (ii) whose executor or administrator is a U.S. person (unless such executor or administrator is a professional trustee who shares investment decisions with a non-U.S. person over the estate's assets that are governed by non-U.S. laws); (iii) an estate administered under the laws of the United States; and (iv) whose assets are located within the United States;
- 1.1.62.4. any trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and (ii) one or more U.S. persons are entitled to control all significant decisions of the trust;
- 1.1.62.5. any person organized or incorporated outside the United States and its territories or insular possessions, any of which, individually or in the aggregate, directly or indirectly (i) holds 50% or more of the equity interest by vote or value, (ii) Holds a majority of seats on or membership in the board of directors of such entity, or (iii) authorizes, makes, directs, or otherwise controls the actions, policies, personnel decisions, or day-to-day operations of such individual; or
- 1.1.62.6. Any pension plan for employees, officers, or principals of a legal entity described in paragraph 1.62.2, unless such pension plan is primarily for foreign employees of such entity;
- 1.1.63. "Virus" means any harmful or surreptitious code that has the purpose, effect, or reasonable expectation of: (i) causing any unintended interruption in the operation of a website (such as this Website), software, or computer system; (ii) enabling unauthorized use of a website (such as this Website), software, or computer system; (iii) altering, damaging, or preventing the use of a website (such as this Website), software, or computer system; or (iv)

preventing access to or hindering the use of or access to a website or computer system. Viruses include malware, Trojan horses, system monitors/keyloggers, dialers, adware, adware cookies, and other malicious software. locks, time bombs, key-locking device programs, or disabling codes; and

- 1.1.64. "You" or "Your" refers to the User.
- 1.2. Headings: The headings and subheadings in these Terms of Service are for reference only and should not be considered in constructing or interpreting any provision to which they refer.
- 1.3. Extended Meaning: Unless otherwise specified in these Terms of Service, words importing the singular include the plural and vice versa, and words importing gender include all genders. The words "include," "including," or "includes" shall be construed on an inclusive basis and as if followed by the words "without limitation."
- 1.4. Currency: Unless otherwise specified in these Terms of Service, "\$" means U.S. dollars.
- 1.5. Governing Law: These Terms of Service shall be governed by, construed and enforced in accordance with the laws of the British Virgin Islands and shall be interpreted in all respects as a British Virgin Islands contract. Any transaction, dispute, controversy, claim, or action arising out of or related to your access to or use of the Website or these Terms of Service shall also be governed by the laws of the British Virgin Islands, excluding its choice of law principles.
- 2. Right to Use the Website: Laniaex may not use the Website if you (i) have an Account, (ii) are not a Prohibited Person, (iii) do not operate your Account, any Sub-Account, or Digital Token Wallet for the benefit of a Prohibited Person, and (iv) comply with these Terms of Service. Grants you a limited right to use the Services. The right to use the Services is a personal, restricted, non-exclusive, non-transferable, non-sublicensable, revocable, limited license, subject to the restrictions and obligations in these Terms of Service. Nothing in these Terms of Service grants you any license (except as stated in this paragraph), right, title or ownership to the Site, any Services, copyrights or trademarks. If Laniaex determines that you have violated, breached or acted inconsistently with any of these Terms of Service, or exposes Laniaex or its affiliates to the possibility of sanctions, restrictions or losses under applicable laws, or in connection with an investigation related to any of the foregoing, Laniaex may We may, in our sole discretion, suspend or terminate the Services to you, your Account, any Sub-account, or Digital Token Wallet, or any of your Digital Token addresses, or freeze or terminate your Account, any Sub-account, or Digital Token Wallet, or your fiat currency or Digital Tokens, as required by applicable law.
- 2.1. Any Prohibited Person is strictly prohibited from directly or indirectly holding, owning, or operating an Account, any Sub-account, or Digital Token Wallet, or otherwise transacting on or using the Services or Website.
- 2.2. Operating any Account, Sub-account, or Digital Token Wallet for a Prohibited Person, or executing orders or transactions in any Digital Token Wallet for a Prohibited Person for financial or other gain, is prohibited.
- 2.3. For any person organized or incorporated outside of the continental United States, its territories, or insular possessions, the prohibitions in paragraphs 2.1 and 2.2 are subject to Section 1.1.62.5. The terms of this paragraph will govern and apply at the entity level.
- 3. Trading and Financing Activities: This Website is a trading environment for spot purchases

and sales of digital tokens. This Website permits both non-financed and financed transactions. Non-financed purchases are funded entirely by the transaction participants using digital tokens or fiat funds deposited into your account from a digital token address or otherwise. For example, if you deposit \$100.00 into your account, you can purchase \$100.00 worth of digital tokens in a non-financed transaction. Purchases and sales of digital tokens on this Website, whether non-financed or financed, are settled by the seller physically delivering the full amount of digital tokens to the buyer's digital token wallet and the buyer paying the full amount into the seller's digital token wallet.

Important: Financing is not permitted where prohibited by applicable law. Furthermore, any prohibited person is strictly prohibited from directly or indirectly holding, owning, or operating any account, sub-account, or digital token wallet, or otherwise transacting on or using the Services or Website.

3.1. No U.S. person may use this Website or any service, including using any account, sub-account, or digital token wallet on this Website for exchange trading services. Laniaex Exceptions to this policy may be made solely for eligible contract participants (LaniaexNA customers only) at LaniaexNA's sole discretion. Despite such exceptions, such eligible contract participants may not be Financing Providers or Financing Recipients.

For the avoidance of doubt, as stated above, U.S. persons (including U.S. citizens or residents) may not use the Website or any Services, including the Exchange Trading Services. Furthermore, if you are not a U.S. person, but Laniaex knows or has reason to know that you are depositing, withdrawing, or transferring fiat currency or digital tokens to or from a U.S. financial institution, or through a U.S. financial institution in order to provide services to you, then you may be deemed a LaniaexNA customer and prohibited from using the Website or any Services, as determined by LaniaexNA in its sole discretion.

3.2. Financing transactions and other purposes for digital tokens, including withdrawals from the Website, are available through the peer-to-peer financing functionality supported by the Website platform. Financing providers may choose to provide financing to others from designated digital token wallets on the Website. Financing Recipients may accept financing from Financing Providers for transactions up to a maximum of the purchase value of the digital tokens. 90%, but the maximum financing amount varies by Digital Token. For example, if the maximum financing amount for a particular Digital Token is 90%, and you deposit \$10.00 into the Website, you may receive up to \$90.00 in financing to purchase \$100.00 worth of Digital Tokens in a financing transaction. In other words, the maximum total Digital Token to Equity ratio you may receive is 10:1. Financing Recipients may also accept financing from Financing Providers for purposes other than Digital Token transactions ("borrowings"), including withdrawals from the Website. Financing Recipients may accept financing in the form of fiat currency or Digital Tokens up to 90% of the value of the collateral held in the Financing Recipient's designated Digital Token wallet on the Website, but the required collateral varies by Digital Token and fiat currency. For example, if the maximum borrowing amount is 90% of the value of the particular Digital Token provided as collateral, and you wish to receive \$900.00 in financing in a borrowing, you must provide at least \$1,000.00 worth of fiat currency or other

Digital Tokens. The digital tokens of US dollars are used as the initial collateral. The financing recipient is eligible to borrow from the financing provider only after completing the verification process described on the website. Different borrowing options will be provided based on the verification level completed by the financing recipient. Any (1) financing recipientThe maximum loan amount available to a recipient is US\$250,000.00.

- 3.3. Short selling digital tokens is another type of financing transaction permitted on the Website. In a typical "short sale" of digital tokens, the seller conducts a regular spot sale of digital tokens and settles the transaction by delivering digital tokens that the seller fully owns. In a "short sale" of digital tokens, the seller also conducts a regular spot sale of digital tokens, but the transaction is settled by delivering digital tokens that the seller has borrowed.
- 3.4. Digital tokens may be borrowed for short sales through the Website's peer-to-peer financing feature. Digital token borrowers may seek quotes or bid on the financing order book to borrow digital tokens. Digital token borrowers may not borrow more than the maximum limit specified for the specific digital token being sold in the short sale transaction. Fiat proceeds from any short sale transaction will serve as collateral for the borrowed digital tokens until such time as they are repaid.
- 3.5. Laniaex allows users to leverage third-party peer-to-peer financing from other participants on the Website. Financing Recipients can obtain financing in one of two general ways: they can bid for financing on the Website's separate peer-to-peer financing order book (the "Funding Order Book"); or they can choose to be automatically matched with one or more Financing Providers on the Financing Order Book through the Website's order matching engine at the best prevailing price on the Financing Order Book. Although Laniaex is generally not a party to these financing contracts, Laniaex executes the contracts established between Financing Providers and Financing Recipients on the Financing Order Book.
- 3.6. The Financing Order Book operates independently of the spot contract trading order book (the "Trading Order Book"). Once a Financing Recipient obtains the required financing, funded and non-funded transactions on the Trading Order Book are indistinguishable from the Trade Matching Engine.
- 3.6.1. The Financing Amount, Financing Terms, and Interest Rate are commercial terms negotiated between the Financing Provider and Financing Recipient through the Financing Order Book. For example, suppose Person A has \$30.00 (in USD) in a designated digital token wallet on the Website. Person A obtains \$70.00 in financing from Financing Provider B at Interest Rate X on the Financing Order Book (thereby becoming a Financing Recipient). With this total of \$100.00, A can purchase \$100.00 worth of digital tokens from C or one or more other sellers listed on the trade order book. A is entitled to repay the financing (including any accrued interest) at any time without prepayment or other penalties. Receiving financing does not create any obligation to purchase digital tokens listed on the trade order book. A can also replace the financing from B with more favorable financing at any time.
- 3.6.2. In the above example, the digital tokens purchased by A (\$100.00) will be subject to a lien by B up to the total amount of financing received from B (\$70.00 plus any interest). A can withdraw any number of digital tokens not subject to a lien from the website or the user's designated digital token wallet.
- 3.6.3. A can sell his digital tokens and repay the loan. Any profit or loss from the sale of the digital tokens will be offset against A's remaining balance.

- 3.6.4. Alternatively, A can satisfy the lien and release the digital tokens by repaying the financing used to purchase the digital tokens. Uncollateralizing digital tokens simply refers to the process of using some combination of unrealized gains or additional deposited fiat funds (or both) to repay the financing and release the lien.
- 3.6.5. As another example, suppose X has \$1,000.00 USD in BTC in a designated digital token wallet on the Website, with a maximum borrowing amount of 90% of the value of the BTC provided as collateral. X uses his \$1,000.00 USD in BTC as collateral to borrow and receives \$900.00 USD from Financing Provider Y on the Financing Order Book at Interest Rate A for Term B (thus becoming a Financing Recipient). X can withdraw up to \$900.00 USD from the Website. However, if the BTC price decreases, causing the value of the BTC provided as collateral to fall below \$1,000.00 USD, X must add additional collateral. If the BTC price increases, causing the value of the BTC provided as collateral to exceed \$1,000.00 USD, X may be able to borrow more than \$900.00 USD. X also needs to manage its collateral to pay interest to Y.
- 3.6.6. In the example above, X provides digital tokens as collateral, and Y has a lien up to the total amount of funds raised from Y (\$900.00 plus any interest). X can remove any number of digital tokens provided as collateral, up to the minimum required collateral.
- 3.6.7. X can repay the \$900.00 borrowed and applicable interest at any time to release the lien and unencumber the digital tokens.
- 3.7. Some digital tokens support staking. Staking is the process of supporting the operation of a digital token protocol or the digital token itself. Those who stake digital tokens typically receive rewards ("Staking Rewards"). Laniaex intends to arrange for certain digital tokens held in digital token wallets ("Staking Wallets") traded or funded on the Website to be staked, and will disclose from time to time the digital tokens being staked on the Website. Laniaex may modify, change, or update the staked digital tokens at any time without prior notice to you. Laniaex may choose to cease staking activities at any time. Because staking may require locking up digital tokens (which may hinder withdrawals) and staking may expose digital tokens to risk, Laniaex will only arrange for staking of a portion of the total digital tokens held by Laniaex and its affiliates. By holding digital tokens staked in a staking wallet, you accept the risk that your digital token withdrawals may be delayed if withdrawals by other users exceed the unstaked portion of the digital tokens held in the staking wallet. The duration of any potential delay depends on the characteristics of the applicable digital token. Laniaex may choose to have service providers stake some or all of the digital tokens. Staking rewards collected by Laniaex or its affiliates for digital tokens held in staking wallets will be used to cover staking costs (either as fees charged to service providers or Laniaex affiliates or directly by Laniaex) and staking fees collected by Laniaex. The percentage of staking rewards allocated to you and the timing of such allocation will be determined by Laniaex in its sole discretion. Staking rewards vary by digital token. You agree and understand that Laniaex does not guarantee that you will receive staking rewards. Any information regarding the potential amount of any staking rewards listed on the Website or elsewhere is only an estimate. Laniaex makes no representations or warranties, and does not guarantee that: (i) any specified percentage of staking rewards will be received, (ii) staking will be continuous, (iii) staking will be uninterrupted or error-free, or (iv) any specific digital token will be or will continue to be staked. Certain events related to staking may result in staked digital tokens being subject to "slashing penalties" in addition to unpaid staking rewards. Laniaex has historically assumed liability for slashing penalties unless the slashing

penalties are caused by your actions or omissions, the actions of hackers or other malicious actors, or force majeure events, but it has no obligation to continue to do so. Some staked digital tokens and some staking rewards may be represented by digital tokens, which are subject to the specific terms for such digital tokens as reflected on the Website. By holding digital tokens staked in a staking wallet or accepting any staking rewards, you expressly agree to the terms set forth in this paragraph.

- 3.8. You agree and understand that you have no right to claim interest on any of your flat currency or digital tokens from Laniaex.
- 3.9. Laniaex does not own or control the blockchain protocol governing the operation of digital tokens, and it is possible that miners and users may begin using different versions of the protocol, resulting in a fork. A protocol fork could affect the operation of digital tokens on the forked network. Laniaex may choose to support digital tokens on a forked protocol or not. Laniaex may also suspend digital token services (including transfers from Laniaex) for any period of time deemed appropriate by Laniaex due to an underlying protocol fork. Laniaex may not support the distribution of new digital tokens triggered by events in the blockchain protocol, such as airdrops of new digital tokens to existing digital token holders. As a result, users may forgo the opportunity to receive new digital tokens and instead retain their existing digital tokens on Laniaex.
- 3.10. You agree that: (i) upon fulfillment of the conditions for purchase through this Website, each party will be irrevocably responsible for the sale and purchase of digital tokens through this Website; and (ii) you will be irrevocably responsible for the transfer of ownership of any such transactions in your account, any sub-account, or digital token wallet when Laniaex records transactions for you through Laniaex servers currently located outside the United States.
- 4. Subaccounts: Each account allows the creation of subaccounts. These subaccounts may be created at the sole discretion of the Laniaex account holder and will not affect the relationship between the Laniaex account holder and Laniaex unless expressly agreed to in writing by Laniaex.

In addition, the subaccount holder (the "Principal") agrees that by depositing or transferring fiat currency or digital tokens into a subaccount, such assets will be recorded in the books and records of Laniaex in the name of the primary account holder (the "Principal"). By such transfers, the Principal authorizes the Trustee to use the services of the subaccount to which such fiat currency and digital tokens have been transferred (the "Delegated Subaccount"), including the Trustee's right to determine: (i) how transactions may be conducted in the Delegated Subaccount, (ii) whether to transfer fiat currency or digital tokens from the Delegated Subaccount to other subaccounts controlled by the Trustee, (iii) whether to withdraw fiat currency or digital tokens from the Delegated Subaccount, and (iv) whether to impose restrictions on the Principal's access to the fiat currency or digital tokens in the Delegated Subaccount or other rights to use the services through or for the benefit of the Delegated Subaccount.

The terms and conditions of the delegated sub-account, the powers and authority of the

principal, and the rights of the principal may be further agreed upon between the principal and the principal, even if different from the foregoing terms. However, Laniaex will not be a party to, be bound by, or incur any obligations under such terms and conditions agreed upon between the principal and the principal. Without limiting the generality of the foregoing, if the principal imposes restrictions on the principal's authority over the delegated sub-account, the principal is responsible for imposing such restrictions through an agreement with the principal. Laniaex is not bound by such agreements and is not liable for the principal or the principal's breach of such agreements. In addition, when the principal's authority over the delegated sub-account is properly revoked, the principal's access to the assets, information, and data in the delegated sub-account will terminate, even if otherwise provided in the agreement between the principal and the principal.

In order for Laniaex to allow delegated sub-accounts, the principal and the delegate hereby agree as follows:

- 4.1. Laniaex is not responsible for any act or omission of the principal or the delegate, and no affiliate shall be liable in respect thereof, including (i) the use or inability to use the Services, (ii) any losses incurred in the delegated sub-accounts as a result of the use of the Services, or (iii) any losses incurred from transferring any fiat currency or digital tokens between accounts or digital token wallets or between sub-accounts within any account.
- 4.2. Laniaex may act upon and rely on instructions or other information provided by the delegate to any affiliate in connection with the delegated sub-accounts. No affiliate shall be liable for: (i) any losses caused by any error made by the delegate in connection with the delegated sub-accounts, or (ii) any error caused directly or indirectly by fraud or duplication of any instructions or other information provided by the delegate to any affiliate.
- 4.3. Neither the principal nor the delegate shall be entitled to any form of damages, specific performance (including freezing of assets in any delegated sub-account), or compensation from any affiliate due to the use of the Services within the delegated sub-accounts. 4.4. The Principal hereby represents and warrants that the Principal and its use of the Services on behalf of the Delegated Sub-Account complies with all of the Principal's legal, regulatory, contractual, operational, and other requirements and obligations. The Principal's exercise of its rights and obligations with respect to the Delegated Sub-Account does not require any governmental approvals, nor any other actions by any other person, unless such approvals have been obtained or made and are in full force and effect. The Delegated Sub-Account and all actions taken by the Principal will comply with all laws relating to the regulation of fiat currencies and digital assets, the conduct of trading activities, and the use of the Services on behalf of third parties.
- 4.5. Any information regarding the Principal's plans for the Delegated Sub-Account and the Principal's anticipated associated risks should be provided by the Principal, not Laniaex. The Principal has informed the Principal of any governmental approvals it holds or is legally required to hold with respect to the Delegated Sub-Account or the Principal's actions or services provided for the Delegated Sub-Account.
- 4.6. The Principal has determined and agrees that it is solely responsible for ensuring that the services provided by the Principal with respect to the Delegated Sub-Account are sufficient to meet all of the Principal's legal, regulatory, contractual, operational, and other requirements

and obligations and that such services are appropriate and desirable for the Principal. 4.7. Laniaex makes no warranties, guarantees, or representations, whether express or implied, that the services provided by the Representative in connection with the Delegated Sub-Accounts satisfy any legal or regulatory requirements applicable to the Representative or the Principal.

- 4.8. The Representative has established and shall maintain technical and organizational measures to protect the security and confidentiality of the Representative's information and comply with laws restricting the collection, use, disclosure, processing, and free flow of personal data.
- 4.9. Neither the Principal nor the Delegated shall falsify or materially omit any information, or provide misleading or inaccurate information requested by any Affiliate, including information regarding the use of the Delegated Sub-Accounts or any services related thereto.
- 5. Limitation of Risk and Liability: Important Notice: This paragraph supplements the Risk Disclosure Statement. Digital token trading is volatile, and the market is subject to rapid fluctuations in price, liquidity, market depth, and trading dynamics. The information provided on or through the Website is for general reference only, and Laniaex and its affiliates do not guarantee the accuracy, completeness, or usefulness of this information. You are solely responsible and liable for all trading and non-trading activities on the Website and your account (including any sub-account or digital token wallet on the Website); and for understanding the

The true status of any position or contract with any other party, even if the Website presents it incorrectly at any time. If there is any conflict between the information reflected in your account (including any sub-account or digital token wallet on the Website) and the information in Laniaex's books and records, Laniaex's books and records will prevail, even if this causes you to incur losses or increases your losses. You acknowledge and agree that you are solely responsible for all gains and losses arising from your trading and non-trading actions and omissions on the Website and your use of the Website and any services; any negative balance in your account (including any sub-account or digital token wallet on the Website); all obligations arising from any financing activities on the Website; and protecting access to the Website and any services and any information provided through the Website and any services, including any accounts, sub-accounts, digital token wallets, digital token addresses, private keys, usernames, passwords, and bank account details. You shall not be entitled to any form of damages, specific performance, or compensation from Laniaex for actions taken in its management of the digital token market.

This Website does not guarantee that you will not suffer losses. If you participate in services on this website or in the event of force majeure, you may suffer losses exceeding the amount in your account (including any sub-accounts or digital token wallets).

When using margin trading, the lender assumes risk, such as if the value of your digital tokens declines. If the value of your digital tokens falls below a certain level, you are responsible for responding to such market conditions with fiat currency or other digital tokens satisfactory to Laniaex. Failure to respond promptly may result in the forced liquidation of the digital tokens in your digital token wallet. Even if Laniaex is able to force liquidate any of your positions (for

example, due to market volatility and liquidity), stop-loss orders cannot be guaranteed. Laniaex is not responsible for any loss of fiat currency funds or digital tokens of any funding recipient on the website, or for any losses incurred by any funding recipient or any other party on the website.

- 6. Laniaex's Role: Laniaex generally does not act as principal, counterparty, or market maker in transactions conducted through the website, nor does it provide financing for margin trading on the website. However, Laniaex may occasionally choose to do so or contract with third parties to do so. When Laniaex or contracted third parties conduct transactions on the Website or Services, their orders, trades, and other transactions will be treated equally with, or given a lower priority than, those of other users.
- 6.1. Laniaex also manages the trading platform and is responsible for bidding, quoting, and executing contracts between parties involved in financing activities on the Website. If a dispute arises between parties regarding the Services (including transactions conducted through the Website or between parties providing financing for financing transactions on the Website), Laniaex may, at its sole discretion, suspend all or part of the Services to you until the dispute is resolved.
- 6.2. You hereby irrevocably appoint Laniaex as your exclusive agent for any contracts on the Website for which you are the recipient of financing. Specifically, you hereby grant Laniaex the power of attorney and authorize and instruct Laniaex to: impose, collect, monitor, and maintain liens on all fiat amounts and digital tokens held in your name or under your control in any account on the Website (including any sub-account or any digital token wallet) in favor of one or more financing providers ("Liens"); and, if necessary, liquidate any digital tokens or fiat amounts held in your name or under your control in any account (including any sub-account or any digital token wallet) to ensure full repayment of any financing provider on the Website from whom you obtained financing.
- 6.3. Laniaex may, from time to time, provide account support services ("Account Management") to certain users of the Services. Account Management will be considered part of the Services and will be subject to these Terms of Service. Laniaex may choose to discontinue Account Management at any time, for any reason, and without notice to you. Account Management is typically provided remotely and is generally available to discuss technical issues and help you achieve your technical goals related to your use of the Services. Account Management is not, and should not be construed as, a recommendation regarding any specific transaction related to the Services. 6.4. For the avoidance of doubt, except as provided in Paragraph 20 of these Terms, Laniaex does not provide any investment, portfolio management, legal, accounting, tax, or other advice, or recommendations regarding trading techniques, models, algorithms, or any other schemes. Laniaex does not endorse, monitor, inspect, evaluate, or license any Representatives or any other third parties that may provide or purport to provide any of the foregoing.
- 7. Satisfying Liens: If you attempt to withdraw your Digital Tokens and Fiat Funds from your Account and there is an outstanding Lien against any of your Fiat Funds or Digital Tokens, Laniaex may satisfy the Lien. In addition to Liens, you agree not to create or have any outstanding security interest in any Digital Tokens and Fiat Funds in your Account.

- 8. Withdrawals and Deposits: Laniaex reserves the right to process and send withdrawals from your Account (including any Sub-Account or Digital Token Wallet) using fiat currency or any one or more Digital Tokens, even if you initiate the withdrawal using a different Digital Token or fiat currency. In processing and sending withdrawals of any fiat currency or one or more digital tokens, or processing and receiving deposits into your account, Laniaex or its affiliates may need to share your user information with other contracting parties (including financial institutions), or as required by applicable law or any government lawful request. You hereby irrevocably grant Laniaex and its affiliates full permission and authority to share this information with such contracting parties, or as required by applicable law or any government lawful request, and release Laniaex and its affiliates from any liability, error, mistake, or omission related thereto. You accept all consequences of withdrawing digital tokens from Laniaex or depositing digital tokens into Laniaex. If you choose to withdraw digital tokens from Laniaex to a third-party wallet address or deposit digital tokens from a third-party wallet address into your account, the administrator of such third-party wallet may reject your transfer or your transfer may fail for any other reason. You acknowledge that Laniaex is not responsible for any losses incurred as a result of your transfer of digital tokens to or from Laniaex. Blockchain transactions are irreversible. Once you send digital tokens to an address, whether intentionally or through fraudulent or accidental transactions, you accept the risk that you may lose access to those digital tokens and any claims against them. Laniaex is not responsible for any losses or for taking any action to attempt to recover any lost, stolen, or misdirected digital tokens. You acknowledge that Laniaex may delay or suspend withdrawals, deposits, or transfers in various circumstances, including if Laniaex determines that you have engaged in prohibited activities; if Laniaex is directed to do so by any government; if your digital token wallet or other accounts or wallets are subject to pending litigation, investigations, or government proceedings; or if Laniaex suspects unauthorized access attempts to your digital token wallet or account.
- 9. Liquidation and Losses: If the value of your digital tokens falls below a certain level, or if your positions pose a serious threat to the normal functioning of the digital token market, this may result in Laniaex taking certain actions against you. First, Laniaex always reserves the right to forcibly liquidate the digital tokens in your digital token wallet. In this event, your digital tokens will be seized by Laniaex and used to repay any outstanding amounts owed to your financing provider. Secondly, if (i) you have negative equity, (ii) Laniaex determines, in its sole discretion, that one or more of your positions, or a combination of two or more positions, is likely to have negative equity (i.e., your equity falls below a certain maintenance requirement) upon liquidation, or (iii) Laniaex determines, in its sole discretion, that one or more of your positions, or a combination of two or more positions, poses a serious threat to the normal functioning of the digital token market (including the price of digital tokens), Laniaex reserves the right to seize, take over, and assume all of your debts and collateral, and dispose of one or more positions, or retain one or more positions, at Laniaex's risk and expense. Furthermore, in the second scenario, if the sum of all your margin positions exceeds a certain value specified in the Fee Schedule, you may be charged additional fees as specified in the Fee Schedule. In addition to your liability for all trading and financing activity and inactivity on the Website, Laniaex may,

at its sole discretion, take any action under this paragraph at any time, with or without notice to you.

10. Inactivity Fee: If you do not trade or participate in any financing activity on the Website for one consecutive year, Laniaex reserves the right to charge you an inactivity fee of US\$5.00 per month thereafter, with or without notice to you. This fee will be deducted from your digital tokens and other property held on the Website. This amount and the conditions associated with this fee may be updated from time to time in the Fee Schedule.

11. User Submissions, Feedback, and Suggestions:

11.1. User Submissions: The Website or certain Services may contain member profile pages, forums, groups, and other interactive features that allow users to post, submit, publish, display, or transmit to other users content or materials on or through the Website (collectively, "User Submissions"). You hereby grant Laniaex and its affiliates a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, modify, publish, transmit, broadcast, display, and distribute User Submissions in any media or distribution method, whether now known or later developed. You agree that you are responsible for, and will indemnify and hold Laniaex and its affiliates harmless for, any User Submissions you submit or contribute, and that you, and not Laniaex or its affiliates, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. Laniaex and its affiliates are not responsible, and assume no liability to anyone, for the content or accuracy of User Submissions posted by you or other users of the Site.

11.2. User Feedback and Suggestions: Without limiting the scope of paragraph 11.1, by sharing feedback and suggestions with Laniaex or its affiliates (including as part of the account management service), you grant Laniaex and its affiliates a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license (with the right to sublicense) to use any intellectual property rights you may own in the feedback and suggestions you share with Laniaex or its affiliates, including for the purpose of improving the Services, copying, reproducing, modifying, publishing, transmitting, broadcasting, displaying, and distributing them. You agree that by submitting feedback or suggestions to Laniaex or its affiliates, you will not be entitled to any compensation of any kind if Laniaex or its affiliates consider or develop technology identical or similar to such feedback or suggestions.

12. Mandatory Arbitration of Disputes:

12.1. Covered Claims: Except for the excluded claims set forth in paragraph 12.2 below, Laniaex and you agree that any dispute, claim, or controversy arising out of or relating to (a) these Terms of Service, or the existence, breach, termination, enforcement, interpretation, or validity thereof, or (b) your operation of the Site and Services, or (c) your access to or use of the Services at any time, will be subject to and finally resolved by confidential, binding arbitration on an individual basis, and not in a class, representative, or consolidated action or proceeding. The arbitration will be conducted using video conferencing technology (unless the parties agree that an in-person hearing is appropriate given the nature of the dispute) and conducted by a single arbitrator in accordance with the International Non-Administered Arbitration Rules of the International Institute for Conflict Prevention and Resolution (as amended from time to

time) (the "CPR Rules"). The sole arbitrator must be a licensed attorney in the British Virgin Islands with at least fifteen (15) years of experience in commercial disputes and hold a valid license to practice law. The interpretation and enforceability of this arbitration clause shall be governed by the United States Federal Arbitration Act, as applicable. If the parties fail to jointly appoint an arbitrator within thirty (30) days of commencing the arbitration, the International Institute for Conflict Prevention and Resolution will select an arbitrator who meets the qualifications set out above. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the parties fail to timely agree on the location of the arbitration, the location of the arbitration shall be the British Virgin Islands if an in-person hearing is elected. The language of the arbitral proceedings shall be English. No discovery shall be conducted unless agreed upon by the parties or approved by the arbitrator, and the arbitrator shall minimize the burden of discovery. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys' fees, and the arbitration decision may be enforced in court. For claims under \$15,000, Laniaex will reimburse you for all initial filing fees if the claim is successful. The prevailing party determined by the arbitrator shall be entitled to its arbitration costs (including arbitrator fees) and its reasonable attorneys' fees and costs. 12.2. Excluded Claims: The following claims and causes of action will be excluded from arbitration, as set forth in Paragraph 12.1: any party seeking injunctive or other equitable relief alleging unlawful use of its intellectual property, including, but not limited to, copyrights, trademarks, trade names, trade secrets, or patents, or its confidential information or private data. Nothing in this Paragraph 12 will prevent Laniaex from seeking any other form of injunctive relief in any court of competent jurisdiction, whether or not interim relief has also been sought from the arbitrator.

12.3. Authority: The arbitrators shall have the authority to hear and determine objections to their jurisdiction, including any objections to the formation, existence, scope, enforceability, or validity of the Arbitration Agreement. This authority applies to objections to jurisdiction over the subject matter of the dispute and the parties to the arbitration. In addition, the arbitrators shall have the authority to determine the existence, validity, or scope of any contract containing an arbitration clause. For purposes of objections to the arbitrators' jurisdiction, each clause in this Paragraph 12 will be deemed severable from any contract to which it pertains. Any objection to the arbitrator's jurisdiction (other than an objection based on the award itself) must be raised no later than the Notice of Defence or (in the case of a counterclaim) the Response to the Counterclaim; however, if a claim or counterclaim is subsequently added or amended, such objection may be raised no later than the Response to such claim or counterclaim as provided for in the CPR Rules.

12.4. Class Action Waiver: You and Laniaex expressly intend and agree that: (a) you hereby waive class action and representative actionvYou may not advertise or otherwise promote any actions or services taken, performed, or offered to be performed by or on behalf of any Sub-Account you represent by taking any action described in paragraph 6.1.

16.3. You may link to the homepage of this Website or other Website pages, provided that you do so in a manner that is fair and legal, does not confuse consumers, and does not damage, tarnish, interfere with, endanger, or otherwise negatively impact the reputation of Laniaex or take advantage of it. For clarity, any link that suggests any form of association, approval, affiliation, or endorsement by Laniaex without the prior express written consent constitutes an

express breach of these Terms of Service.

16.4. This Website may offer certain online and/or social media features that enable you to link to, send communications, or display certain content from this Website. You may use these features only as provided and intended by Laniaex. You may not establish a link from any website or social media profile/account that is not owned and controlled by you, cause the Website or portions of its content to be displayed on any other website or application (e.g., by framing, deep linking, or inline linking), or otherwise take any action with respect to materials on the Website that is inconsistent with any other provision of these Terms of Service.

16.5. You may not register, record, control, own, or encourage or assist any third party to register, record, control, or own any assets that are identical to, similar to, or incorporate any IP, including, but not limited to, any domain names, social media names/profiles, trademarks, service marks, trade names, websites, email addresses, telephone numbers, metadata, codes, logos, text, images, graphics, protected works, trade secrets, registrations, records, or any other intellectual property owned by Laniaex, any of its affiliates, or any of its licensors, directly or through a third party ("Prohibited Assets"). If Laniaex becomes aware that you own or control any Prohibited Assets, or encourage or assist any third party to own or control any Prohibited Assets, the Prohibited Assets will automatically be transferred and assigned to Laniaex, its designated affiliates, or its licensors, as applicable, in accordance with these Terms of Service. You agree to execute all instruments and documents and take such additional actions as Laniaex, its affiliates, or its licensors deem necessary or desirable to record and perfect the transfer of rights under this Paragraph 16. If Laniaex, its affiliates, or its licensors are unable for any reason to ensure that you promptly execute any document to which they are entitled under this Paragraph 16 within fourteen (14) days, you hereby irrevocably appoint and designate Laniaex, its affiliates, and its licensors, and their duly authorized directors, officers, and agents, as your attorneys-in-fact, with full authority to act on your behalf, to execute and submit any such documents on your behalf, and to take all other legally permissible actions to further the foregoing purposes, with the same legal effect as if they were executed by you. 16.6. The Website, Services, and Intellectual Property are protected by copyright, trademark, trade secret, and other intellectual property or proprietary rights laws of various jurisdictions, as well as by international treaties and agreements. All rights not expressly granted to you in these Terms of Service are reserved by Laniaex, its affiliates, and/or its licensors. Unless expressly authorized by Laniaex, you may not (i) license, sublicense, rent, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to anyone all or part of the Website, Services or Intellectual Property in any manner; (ii) copy, modify, republish, distribute or create derivative works based on the Website, Services or Intellectual Property; (iii) "frame" or "mirror" all or part of the Website, Services or Intellectual Property on any other server or wireless or Internet-based device; or (iv) reverse engineer or access all or any part of the Website, Services or IP for any purpose, including, but not limited to, to (a) build a competing product or service, (b) build a product or service using ideas, features, functions or graphics similar to all or any part of the Website, Services or IP, or (c) copy any ideas, features, functions or graphics of all or any part of the Website, Services or IP.

17. Your Representations and Warranties: You represent and warrant to Laniaex that, as of the date you accept or are deemed to have accepted these Terms of Service and each day you use

or access the Services, in each case with reference to the facts and circumstances existing on such date, the following are true:

- 17.1. If you are an individual user, you are at least 18 years of age and have the capacity to enter into contracts under applicable law;
- 17.2. If you are registering to use or using the Website on behalf of a legal entity, (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction in which it is organized; and (ii) you and any individual using the Services on behalf of such legal entity are duly authorized by such legal entity to act on its behalf;
- 17.3. You understand the risks involved in using the Website and the risks set forth in Section 2 of these Terms of Service. You agree that the Terms of Service and the Services do not prohibit or restrict your use of the Website, that applicable law does not prohibit you from using the Website or acting for the benefit of others who are prohibited or restricted from using the Website, and that you have had an opportunity to seek legal, accounting, tax, and other professional advice regarding these Terms of Service and the Services.
- 17.4. You will not use the Website or any Services to conceal or obscure the source or nature of proceeds of crime or terrorist financing, or to further any applicable anti-money laundering or counter-terrorism financing laws, or to deal in any illegal digital tokens, fiat currency, property, funds, or proceeds.
- 17.5. You will not trade, obtain financing, or otherwise transact on the Website, or use any Services, with anything other than fiat funds or digital tokens that you have lawfully obtained and for which you have good and reliable access. The sale of title or other relevant and sufficient rights thereto is free and clear of any liens, claims, and encumbrances inconsistent with such transactions or use of the Services on this Website; provided, however, that any fiat funds or digital tokens used to obtain financing must be free and clear of all liens, claims, and encumbrances except as provided for in these Terms or expressly set forth herein.
- 17.6. You currently comply with and must comply, at your own expense, with all laws relating to or affecting the services performed under these Terms of Service (and, if applicable, any Delegated Sub-Accounts), including anti-money laundering laws, anti-terrorist financing laws, anti-corruption laws, economic sanctions laws, tax information exchange laws, or other tax laws.
- 17.7. You agree to comply with the laws of the United States and other jurisdictions under the Anti-Money Laundering Laws, Anti-Terrorist Financing Laws, Anti-Corruption Laws, Economic Sanctions Laws, Tax Information Exchange Laws, or other tax laws. and other tax laws reasonably determined by Laniaex.
- 17.8. Neither you nor any of your affiliates shall, directly or indirectly, (i) use any digital tokens, fiat currency, property, proceeds, or funds subject to the Website Services on behalf of or for the benefit of a prohibited person or any person subject to a prohibited jurisdiction, unless authorized by government approval or unrestricted by applicable law; (ii) violate or become prohibited, restricted, or penalized under applicable economic sanctions laws; or (iii) act in any manner that violates, fails to comply with, is penalized, or results in the non-filing of any report required by applicable anti-money laundering laws, anti-terrorist financing laws, or economic sanctions laws.
- 17.9. You have not (i) violated; (ii) been fined, debarred, sanctioned, restricted, or otherwise penalized; (iii) received any oral or written notice from any government regarding your actual

or potential violation; or (iv) Receive any other report that you are the subject of sanctions, restrictions, penalties, or enforcement actions or investigations under any applicable laws (including anti-money laundering, counter-terrorist financing, anti-corruption, or economic sanctions laws);

17.10. You or any of your Affiliates: (i) are not owned or controlled (beneficially or on record) by a Sanctioned Person; (ii) engage in any transaction, transfer, or conduct, whether or not using or receiving Services from any Digital Token Wallet or Digital Token Address, that could make you or your Affiliates, or your or your Affiliates' shareholders, directors, officers, employees, agents, or partners, a Sanctioned Person; (iii) reside or are domiciled in, or transfer Digital Tokens, legal tender, funds, or property to, from, or through any Digital Token Wallet or Digital Token Address, or participate in any transaction on the Website from a Prohibited Jurisdiction; (iv) are a government or government official of a Prohibited Jurisdiction; or (v) Other Prohibited Persons;

17.11. Neither you nor any of your Affiliates, nor any of your or your Affiliates' shareholders, directors, officers, employees, agents, or partners, has directly or indirectly offered, promised, given, or authorized any payment, or offered, promised, given, or authorized the giving of anything else of value, including any digital token or fiat currency, to a government official or individual employed by another entity in the private sector, in violation of any applicable anti-corruption laws;

17.12. You will not falsify any digital token wallet or account registration or administrative details provided to Laniaex;

17.13. You will not falsify or materially omit any information, or provide Laniaex with misleading or inaccurate information directly or indirectly related to or arising from your activities on the Website or use of any Services, including during the registration or administrative or other due diligence process, and you will promptly notify Laniaex if any information provided to Laniaex becomes incorrect or outdated, including information relating to your beneficial ownership. Provide corrected information;

17.14. You shall employ reasonable anti-virus, anti-malware, and other software and technology to protect you and your account (including any sub-account or digital token wallet) from hacking or other malicious activity, to protect the integrity of your account (including any sub-account or digital token wallet), and to keep your account (including any sub-account or such digital token wallet) and access to the Website from others;

17.15. You shall not introduce or transmit any viruses to the Website or the computer systems of Laniaex and its affiliates;

17.16. You acknowledge and agree that the fiat currency, digital tokens, or other property in your account, sub-account, or digital token wallet is not an independent asset held in your name or for your benefit, but is reflected solely in the books and records of Laniaex;

17.17. You acknowledge and agree that any use of your login credentials or from Laniaex Any transactions or other instructions received or executed through the Website using your authorized email address on file will be deemed valid, binding, and conclusive, regardless of any errors caused by instructions issued by you or on your behalf, errors caused directly or indirectly by fraud or duplication of any instructions issued by you or on your behalf, or failure of any equipment used to transmit instructions or compromise of credentials, and Laniaex may act upon such instructions without any liability or obligation.

- 17.18. You will fairly and promptly report all income related to your activities on the Website and pay all taxes in accordance with applicable law.
- 17.19. You own or control all rights in your User Submissions and have the right to grant the license set forth above to Laniaex, its affiliates, and their respective licensors, successors, and assigns.
- 17.20. Laniaex and its affiliates' use of User Submissions in connection with the Services will not infringe upon the rights of any other person or violate applicable laws or regulations;
- 17.21. All of your User Submissions comply with these Terms of Service;
- 17.22. You will determine whether any transactions you initiate or receive are subject to tax and, if so, will report and/or pay the correct amount of tax to the appropriate tax authorities;
- 17.23. You have not experienced a User Insolvency Event and have no reason to believe that you will experience a User Insolvency Event within the next six (6) months; and
- 17.24. If you know or have reason to know that any of the foregoing representations or warranties are no longer true or become incorrect, you will accurately and promptly notify Laniaex.
- 18. Laniaex Makes No Representations or Warranties: Laniaex makes no representations, warranties, undertakings, or guarantees of any kind to you, and, to the extent permitted by applicable law, Laniaex expressly disclaims all representations, warranties, undertakings, or guarantees, whether express, implied, or statutory, regarding the Website and the Services. The Website and the Services are provided strictly as is and as available, and without limiting the generality of the foregoing, no representations of merchantability or fitness for any particular purpose are made. Laniaex may also provide access to features or services identified as "beta" or pre-release. Without limiting the preceding sentence in this paragraph, you understand that such services are still under development, may contain bugs or errors, may be incomplete, may change significantly prior to full commercial release, or may never be commercially released. You acknowledge that Laniaex relies on your representations, warranties, confirmations, and agreements as a condition of providing the Services, and that Laniaex would not provide any Services to you without your representations, warranties, confirmations, and agreements.
- 19. Third-Party Services: Laniaex and its affiliates contract with individuals to provide certain data, information, insights, analysis, and articles available through the Website and Services, and may also provide links to third-party websites or services that are not controlled by Laniaex or its affiliates (such information and services, including those provided by Representatives, are collectively referred to as "Third-Party Services"). In addition to the Terms of Service, you may also be subject to any additional terms required by the third-party service provider, including the privacy settings, policies, and/or procedures of the third-party service provider, which may differ from those of Laniaex and its affiliates. Laniaex and its affiliates make no representations about, assume no responsibility for, and have no control over the privacy, security, or other practices of any Third-Party Services or any third-party service providers. Furthermore, Laniaex and its affiliates (x) assume no duty of care with respect to such Third-Party Services and (y) assume no responsibility for the accuracy or reliability of any information, data, opinions, policies, advice, or statements contained in Third-Party Services or

the services provided thereby, and it is your sole responsibility to review such information.

20. No Advice: Laniaex does not provide any investment, portfolio management, legal, accounting, tax, or other advice, or recommendations regarding trading techniques, models, algorithms, or any other schemes. Any information provided while you access and use the Services should not be construed as professional advice. Educational materials that Laniaex or any affiliate may provide from time to time are for informational purposes only, and you should not rely on such information.

Laniaex and its affiliates undertake no obligation to update or publicly revise any such materials. Before making any financial, legal, or other decision involving the Services, you should seek independent professional advice from an individual licensed and qualified in the field to which such advice applies. These Terms of Service are not intended to, and do not, create or impose any fiduciary duty on us. You further agree that our sole responsibilities and obligations to you are those expressly set forth in these Terms of Service.

- 21. Website Content: Laniaex strives to provide accurate and reliable information on its website, but the information on the website may not always be complete, correct, or current. The information is as of the date provided, and Laniaex undertakes no obligation to update or publicly revise any information on the website except as necessary in connection with the Services. This website does not constitute a part of, and is not incorporated by reference into, these Terms of Service. In the event of any inconsistency between this website and these Terms of Service, these Terms of Service will control.
- 22. Limitation of Liability and Disclaimer: Important Notice: To the maximum extent permitted by applicable law, you irrevocably agree and acknowledge that no Affiliate assumes any responsibility or liability, and no Affiliate shall have any responsibility or liability for any losses arising directly or indirectly from or related to the following:
- 22.1. Your breach of any provision of these Terms of Service;
- 22.2. The Website and your use of the Website, except as expressly provided in these Terms of Service:
- 22.3. The Services, and your use of any of them, except as expressly provided in these Terms of Service;
- 22.4. Your or any Affiliate's failure to comply with applicable law;
- 22.5. Any information or materials provided through the Website, whether from Laniaex, its Affiliates, or any other person;
- 22.6. The actual or perceived value of any currency or digital token traded or used on the Website, or the price of any digital token displayed at any time on the Website;
- 22.7. Any inaccurate, misleading, or incomplete statements on Laniaex or on the Website regarding your account, sub-account, or digital token wallet, whether caused by Laniaex. negligence or otherwise;
- 22.8. Any failure, delay, malfunction, interruption, or decision of Laniaex in operating the Website or providing any Service (including any decision made by Laniaex to change or interfere with your rights);
- 22.9. Theft, loss, or unauthorized use of your account (including any sub-account or digital

token wallet) information, any security breach or data leak related to your account (including any sub-account or digital token wallet) information, or any criminal or other third-party conduct affecting Laniaex or any Affiliate;

- 22.10. Any offer, representation, advice, statement, or claim made by any Affiliate regarding Laniaex, the Website, or any Service;
- 22.11. With respect to any Principal, any act, omission, or inaction of the Principal, and any action or inaction taken by Laniaex based on information or warranties provided by the Principal;
- 22.12. With respect to any Representative, any act, omission, or inaction of the Representative, any action or inaction based on information or assurances provided by a Representative; or 22.13. any claim by a Principal or Representative arising out of or related to a Sub-Account.

You hereby agree to release the Affiliates from any and all such losses, and you shall indemnify and hold the Affiliates harmless from all such losses. To the fullest extent permitted by applicable law, the foregoing limitations, exemptions, and indemnities shall apply regardless of whether the alleged liability or loss is based on contract, negligence, tort, unjust enrichment, strict liability, violation of statute or regulation, or any other basis, even if the Affiliate has been advised of or should have known of the possibility of such losses and damages, and regardless of the success or effectiveness of any other remedy.

- 23. No Insurance: You acknowledge that digital tokens and fiat currencies are not subject to any government-provided protection or insurance. Furthermore, while any person may purchase insurance for their own benefit in connection with their business, such insurance, if purchased, is for that person's use only and does not in any way guarantee or insure other users of the Website.
- 24. No Waiver; Available Remedies: The failure of any Affiliate to exercise any right, power, or remedy available to it under these Terms of Service, or any delay by any Affiliate in exercising such right, power, or remedy, does not constitute a waiver of any such right, power, or remedy. The single or partial exercise by any Affiliate of any right, power, or remedy does not preclude the exercise of any other right, power, or remedy. The remedies of any Affiliate are cumulative with and not exclusive of any other remedies available under these Terms of Service or at law or in equity. You agree that the remedies available to any Affiliate include (i) an injunction to prevent breach of these Terms of Service and to specifically enforce the terms and provisions herein, and you waive any requirement for a bond in connection with such remedies, (ii) the right to recover any losses by offsetting any amounts Laniaex would otherwise have been obligated to pay to you, and (iii) the right to seize and repossess any digital tokens, fiat currency, or other funds held by Laniaex or any of its Affiliates or your interests.
- 25. Force Majeure: Laniaex shall not be liable for any delay or failure to perform under these Terms of Service if such delay or failure is due to fire, strike, flood, bank failure, collapse or volatility of the digital token market, power outage or failure, acts of God or acts of enemies of the state, actions of any government or government official, any and all market movements, shifts or fluctuations, computer, server or internet failures, viruses and mechanical, power or

communications failures, security breaches or cyberattacks, criminal acts, delays or defaults caused by common carriers, acts or omissions of others, or any other delay, default, failure or interruption that could not be reasonably foreseen or prevented or that is beyond Laniaex's control. In the event of Force Majeure, Laniaex shall be relieved of any and all performance obligations under these Terms of Service.

- 26. Assignment and Third-Party Rights: You may not assign these Terms of Service and any rights, duties and obligations contained or incorporated herein without Laniaex's prior written consent. Laniaex may freely assign these Terms of Service and any rights, duties, and obligations contained herein, in whole or in part, without notifying you or obtaining your consent (for clarity, this right of assignment includes Laniaex's right to assign any claim arising therefrom, in whole or in part). Any attempt by you to assign these Terms of Service without written consent will be void. Subject to the foregoing, these Terms of Service and any rights, duties, and obligations contained or incorporated herein will be binding upon and inure to the benefit of you and Laniaex's heirs, executors, administrators, personal or legal representatives, successors, and assigns. No provision of these Terms of Service, or any rights, duties, and obligations contained or incorporated therein, will inure to the benefit of or be enforceable by you or any creditor of Laniaex or any other person, except as follows: (i) to a successor or assign under this Agreement, (ii) Laniaex's partners are third-party beneficiaries of the rights and privileges expressly set forth as applicable to partners under this Agreement and will have the right to enforce such rights and privileges (including those set forth in paragraphs 11, 14, and 22) as if they were directly related under these Terms of Service, subject to the conditions and restrictions of this Agreement, including those relating to dispute resolution; and (iii) Apple and Google are third-party beneficiaries of the rights and privileges expressly set forth as applicable to Apple and Google under paragraphs 31 and 32 and will have the right to enforce such rights and privileges as if they were directly related under these Terms of Service, subject to the conditions and restrictions of this Agreement, including those relating to dispute resolution. No modification or amendment to these Terms of Service requires the consent of any person.
- 27. Severability: If any provision of these Terms of Service, or any portion thereof as amended from time to time, is held by any court of competent jurisdiction to be invalid, void, or unenforceable, in whole or in part, such invalidity, voidness, or unenforceability shall apply only to the extent of such provision, and all other provisions of these Terms of Service shall remain in full force and effect.
- 28. Sharing of Personal Information: Laniaex occasionally receives requests for information from governments, law enforcement agencies, and courts worldwide. In such circumstances, Laniaex may be required to share and/or voluntarily provide your personal information with law enforcement agencies, courts, and/or government-designated personnel, as reasonably necessary. You hereby consent to the sharing of your personal information, as further detailed in these Terms of Service, the Privacy Statement, and, if applicable, the Law Enforcement Request Policy.

- 29. Electronic Communications and Receipts: You consent and agree to receive all communications, agreements, documents, receipts, notices, and disclosures that Laniaex may provide in connection with these Terms of Service electronically, either by posting on any portion of the Site or by sending to your authorized email address on file with Laniaex. Such notice shall be deemed effective and received by you on the date the notice is posted on any portion of the Site or an email is sent to such authorized email address. These Terms of Service may be accepted electronically, and it is the parties' intention that such acceptance shall be deemed as effective as if the original signature were applied to these Terms of Service.
- 30. Reporting Suspected Violations: If you become aware of activity or materials on the Site or Services that violate these Terms of Service, please report the suspected violation to Laniaexusa@gmail.com. Laniaex and its affiliates have processes for investigating such reports and will take such action as they deem appropriate.
- 31. Access through Laniaex's iOS Application: If you access or use the Services through an application provided by Laniaex or its affiliates (available for download from the Apple Inc. (Apple Inc. and all of its affiliates, collectively, "Apple") App Store) ("Laniaex' s iOS Application"), then in addition to all other terms and conditions in these Terms of Service, the following terms and conditions apply to your access or use of the Services through the Laniaex' s iOS Application: (i) These Terms of Service are between the parties, not with Apple, and Apple is not responsible for the Services, the content of which is governed by these Terms of Service; (ii) Notwithstanding anything to the contrary in this Agreement, you may only use the Laniaex' s iOS Application on Apple-branded devices; (iii) The parties acknowledge that Apple has no obligation to provide any maintenance or support services with respect to the Services (including the Laniaex's iOS Application); and (iv) if the iOS version of the Laniaex Application fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price (if any) of the iOS version of the Laniaex Application to you. In addition to the foregoing, to the maximum extent permitted by applicable law, Apple has no liability to you for any losses incurred by you with respect to the Services (including the iOS Application). Laniaex App for iOS) has no other warranty obligation whatsoever, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be governed by these Terms of Service; (v) any claims relating to the Services relating to product liability, failure to conform to applicable legal or regulatory requirements, or claims under consumer protection or similar legislation will be governed by these Terms of Service, and Apple will have no liability for such claims; (vi) any third-party claim that the Services or your possession and use of the Laniaex App for iOS infringes that third-party's intellectual property rights will be governed by these Terms of Service, and Apple will not be responsible for the investigation, defense, settlement or discharge of such intellectual property infringement claims; (vii) You represent and warrant that you are not: (a) located in any country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country; or (b) listed on any U.S. government list of prohibited or restricted parties; (viii) You may contact Laniaex in writing at the contact information provided on the following webpages for any notices, questions, complaints or claims regarding the Services (including the Laniaex App for iOS); (ix) You represent and

warrant that in using the Services (including the Laniaex App for iOS) (x) you will comply with any applicable third-party terms of agreement when accessing the Services; and (x) Apple is a third-party beneficiary of these Terms of Service and may enforce these Terms of Service against you.

32. Access through the Laniaex Android Application: If you access or use the Services through an application provided by Laniaex or its affiliates, the application may be downloaded from the "Google Play" application store provided by Google LLC. (Google LLC and all of its affiliates, collectively, "Google" and the application, collectively, the "Laniaex Android Application"), then, in addition to all other terms and conditions in these Terms of Service, the following terms and conditions apply to your access to or use of the Services through the Laniaex Android Application: (i) these Terms of Service are between the parties, not Google, and Google is not responsible for the Services, the content of which is governed by these Terms of Service; (ii) the parties acknowledge that Google has no obligation whatsoever to provide any maintenance or support services with respect to the Services (including the Laniaex Android Application); (iii) to the maximum extent permitted by applicable law, Google will have no warranty obligation whatsoever with respect to the Services (including the Laniaex Android Application), and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be subject to these Terms of Service; (iv) any claims relating to product liability, failure to comply with applicable legal or regulatory requirements, or claims arising under consumer protection or similar legislation relating to the Services are subject to these Terms of Service, and Google has no liability for such claims; (v) any third-party claim that the Services or your use of the Laniaex Android Application is a violation of any applicable law. The possession and use of the Laniaex application for Android infringes the intellectual property rights of such third party and will be subject to these Terms of Service. Google is not responsible for the investigation, defense, settlement and release of such intellectual property infringement claims; (vi) You may contact Laniaex in writing for any notices, questions, complaints or claims relating to the Services (including the Laniaex application for Android) using the contact information provided on the following webpage; (vii) You represent and warrant that you will comply with any applicable third-party terms of agreement when using the Services (including the Laniaex application for Android); and (viii) Google is a third-party beneficiary of these Terms of Service and may enforce these Terms of Service against you.