

# TERMS OF SERVICE

Last Updated: September 12, 2019

These Terms of Service and any terms expressly incorporated herein (“Terms”) apply to your access to, or use of, any services provided, or made available, by AnkerPlatform (“AnkerPlatform”) through any self-service kiosk (“Kiosk”), the website ankeratm.com (“Site”), any mobile application, or other means (“Services”). These Terms also set forth the terms and conditions applicable to any purchase or sale by you of any virtual currency, cryptocurrency, cryptographic token or other digital asset (“Token”) from or to AnkerPlatform, including any purchase or sale using any Services (“Token Transaction”). By clicking on an “I Agree” button or checkbox presented with these Terms or, if earlier, by accessing or using any Services or engaging in a Token Transaction, you agree to be bound by these Terms.

THE ARBITRATION CLAUSE IN SECTION 18 GOVERNS RESOLUTION OF CERTAIN DISPUTES AND WAIVES ANY RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

## 1. MODIFICATION OF TERMS

AnkerPlatform may modify these Terms by providing notice of such changes, such as by sending you an email, providing notice through the Services, or updating the “Last Updated” date at the top of these Terms. By clicking on an “I Agree” button or checkbox presented with the modified Terms, or by continuing to access or use of the Services, you confirm your agreement to the modified Terms. If you do not agree to any modification to these Terms, you must stop using the Services. AnkerPlatform encourages you to frequently review the Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Services. If you have any question regarding the use of the Site or Services, please contact [info@ankerpay.com](mailto:info@ankerpay.com).

## 2. ELIGIBILITY

To use any Services you must (a) be of legal age to form a binding agreement in the state or other jurisdiction where the Service is accessed (for example, the jurisdiction in which the Kiosk you are using is

located) as well as in your state or country of residence; (b) not previously have been suspended or removed from using any products or services provided by AnkerPlatform; (c) not be identified as a “Specially Designated National” by the or any similar designation by any governmental authority; (d) Financial Intelligence Centre Act: Persons and entities identified in Targeted Financial Sanctions List of Security Council of United Nations. You represent and warrant that you satisfy the criteria above, that you have full power and authority to agree to these Terms and that you are purchasing Tokens for your own account and not for, or on behalf of, any other person or entity.

### 3. AnkerPlatform ACCOUNT

3.1 Generally. In order to use any Services, you must create and maintain an account through the Services (“AnkerPlatform Account”). To create or maintain your AnkerPlatform Account, or enable functions on your AnkerPlatform Account, you will be required to provide AnkerPlatform with certain information and documentation. You will: (a) provide complete and accurate information; (b) promptly update any information you have provided so that the information is complete and accurate at all times; (c) promptly notify AnkerPlatform if you discover or suspect any unauthorized access or use of your AnkerPlatform Account or any security breaches related to your AnkerPlatform Account; (d) be responsible for any use of your AnkerPlatform Account login credentials and all activities that occur under your AnkerPlatform Account, and (e) accept and assume all risks of any authorized or unauthorized access to your AnkerPlatform Account.

3.2 Identity Verification. AnkerPlatform may require identity verification or screening procedures in order to create your AnkerPlatform Account or to access or use any Services. These verification and screening procedures may include, without limitation, checking the information you provide against the Specially Designated Nationals and Blocked Persons list maintained by the Financial Intelligence Centre of the Republic of South Africa, and any similar list issued by any applicable governmental authority prohibiting or limiting business activities or transactions with any persons. You may be required to provide AnkerPlatform with certain personal information, including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number, photograph of your government-issued ID or other photographic proof of your identity, and information regarding your bank account. You hereby authorize AnkerPlatform, directly or through a third party, to make any inquiries AnkerPlatform considers necessary to verify your identity and/or protect against fraud or other illegal activity. AnkerPlatform may engage third parties to assist with verification and

screening procedures and you authorize AnkerPlatform to share your information with such third parties for that purpose. You also authorize any such third parties to share with AnkerPlatform any information they obtain and to otherwise fully respond to inquiries or requests from AnkerPlatform. AnkerPlatform will have no liability or responsibility for any permanent or temporary inability to access or use any Services as a result of any identity verification or other screening procedures. If you believe your access to any Services has been wrongly denied, please contact support@ankerpay.com.

#### 4. TOKEN TRANSACTIONS

4.1 Price Quotes. After indicating your interest in purchasing or selling any Token available for purchase or sale by AnkerPlatform, AnkerPlatform will provide you (through the applicable user interface or otherwise) with a price quote for the purchase or sale, as applicable, of the relevant Token. This price is a quote for your reference only. It is not a binding offer to purchase or sell at the price quoted. The price for any Token quoted by AnkerPlatform is not necessarily the same price that could be found through another seller, or the spot market price for the applicable Token quoted on an exchange or quoting service. The price quoted by AnkerPlatform may be higher or lower depending on factors determined by AnkerPlatform at its discretion, including, without limitation, allowance for price fluctuations, AnkerPlatform operating costs, fees payable to third parties and other financial considerations or arrangements.

4.2 Offers. You may make an offer to engage in a Token Transaction at the price quoted in a variety of ways depending on the manner in which you are accessing the Services. For example, if you are using a Kiosk you may make an offer to purchase by inserting an accepted form of currency into the appropriate slot of the Kiosk. If you are using a Kiosk that enables Token sales, you may make an offer to sell using the user interface on the Kiosk. If you are using the Site or a mobile application that enables Token purchases or sales, you may make an offer to purchase or sell using the applicable user interface. Any offer to engage in a Token Transaction is subject to acceptance or rejection, in whole or in part, by AnkerPlatform at its discretion. You will be notified through the applicable user interface of the rejection or acceptance, in part or in whole of any, offer and the Token Transaction will be completed as to that portion of any offer that is accepted by AnkerPlatform.

4.3 All Transactions Final, No Cancellations or Refunds. All Token Transactions that are accepted by AnkerPlatform are final and, except as may be required by applicable law, you may not cancel or rescind any Token Transaction after it has been accepted by AnkerPlatform. All AnkerPlatform fees and other amounts

payable to AnkerPlatform are fully earned when paid to or assessed by AnkerPlatform. Unless required by applicable law, no fees or other amounts paid to or assessed by AnkerPlatform will be refunded for any reason.

## 5.KIOSK OPERATIONS

5.1 Currency Types. AnkerPlatform may limit the type of currency accepted through a Kiosk (for example, accepted currency may be limited to South African paper bills). You may only insert currency of the type accepted at the Kiosk that is clean, not written on or defaced, not ripped and not otherwise damaged (“Accepted Currency”). Do not insert foreign currency, antique currency, commemorative currency, currency no longer in circulation, ripped or damaged currency, or any other objects or items other than Accepted Currency. Anything other than Accepted Currency will not be counted and anything inserted into the Kiosk may not be returned. Inserting anything other than Accepted Currency into the Kiosk may cause errors in count or other malfunctions that may result in the loss of Accepted Currency inserted by you.

5.2 Count. The Kiosk is designed and maintained with a goal of achieving an accurate count of the Accepted Currency that you insert into the Kiosk. AnkerPlatform does not guarantee accuracy, however, as errors may occur. Variances may arise because of, among other things, debris inserted into the Kiosk, insertion of currency or items other than Accepted Currency, mechanical damage to the Kiosk, a software malfunction, a power interruption, or otherwise abnormal operating conditions. If you believe that your currency has been counted inaccurately, you agree (a) to provide AnkerPlatform with written notice of any issues with accuracy within 30 days of your transaction and prior to initiating any dispute with AnkerPlatform, and (b) that any dispute between you and AnkerPlatform regarding the accuracy of the count will be resolved after such notice has been provided pursuant to arbitration conducted pursuant to Section 18, below. As explained in more detail in Section 18, you specifically waive your right to sue in court, a jury trial or to bring a class action.

5.3 Transaction Limits. AnkerPlatform may impose minimum or maximum limits on the value of currency that may be inserted, or Tokens that may be purchased, by you or by all users at a particular Kiosk on a per-day or other periodic basis. AnkerPlatform may also impose time limits on the period of time during which purchases can be made at a quoted price and/or the duration of a purchasing session at a Kiosk. AnkerPlatform reserves the right to impose other conditions and restrictions on any Token

Transactions or other Services available through a Kiosk at its sole discretion. If you insert an amount of currency that does not reach a minimum or exceeds a maximum limit, or with respect to which your offer to purchase Tokens is rejected by AnkerPlatform, AnkerPlatform will use reasonable efforts to return the applicable amount of currency (or equivalent Tokens) to you after deducting any applicable fees or other amounts payable to AnkerPlatform (for example, by depositing an appropriate amount of funds or Tokens to your AnkerPlatform Account, issuing a voucher through the Kiosk, or other means). If a purchase session is timed out on a Kiosk, the transaction that you initiated prior to the session timing out may be completed based on the amount of currency inserted up to that point during the applicable session.

5.4 Third Party Kiosk Operators. AnkerPlatform may contract with certain third party kiosk operators to provide certain services related to the provisioning and operation of Kiosks not owned or operated by AnkerPlatform through which AnkerPlatform makes services available (any such kiosk operator, a “Third Party Operator”). You may be asked to contact the Third Party Operator for issues related to the function, malfunction or other operation of the third party kiosk, including without limitation issues related to inserting currency, currency count, receipt printing and other printing functions, kiosk shutdown or malfunction, and electrical or other facility or infrastructure issues. You will follow any instructions provided on the third party kiosk screen with respect to any such issues. If you purchase any Tokens through a kiosk operated by a Third Party Operator, you will need to input, using your AnkerPlatform Account, the code printed on a receipt printed by the third party kiosk (the “Collection Code”) in order for AnkerPlatform to credit the purchased Tokens into your AnkerPlatform Account. You must retain and store the receipt in a safe place and keep the Collection Code secret. If (a) the receipt is lost and you do not know the Collection Code, (b) the receipt is found or stolen by someone else who uses the Collection Code before you, or (c) the Collection Code is otherwise disclosed to or discovered by someone else who uses the Collection Code before you, then the relevant Tokens that are linked to that Collection Code will be permanently lost by you. Until such time as you have created your AnkerPlatform Account, any Token purchased by you at a third party kiosk will be held in a temporary wallet. Any such Token will be linked to the phone number that you provide through the third party kiosk at the time of purchase as well as to the code Collection Code. After your AnkerPlatform Account is created and the applicable Collection Code entered, the relevant Tokens purchased by you will be credited to the wallet associated with your Account. Neither AnkerPlatform nor the Third Party Operator will have any liability or responsibility for any lost or stolen receipt, faded receipt, for the use of any Collection Code by someone else, or otherwise for your inability to collect or redeem any Tokens due to your failure or inability to create an AnkerPlatform

Account or enter the applicable Collection Code. AnkerPlatform may limit the total quantity or value of Tokens that can be collected or redeemed by any individual on a daily or other periodic basis.

5.5 Receipts. Kiosks operated by AnkerPlatform and Third Party Operators may print receipts containing information about any Token Transaction or other transaction completed using the Kiosk. Receipts are printed on thermal paper and may fade or become hard to read over time, especially if exposed to high heat or bright light. Record the information on the receipt to preserve it for future use.

5.6 Contact for Kiosk Issues. If you are using a AnkerPlatform Kiosk and believe the calculation of amount of currency you inserted is inaccurate or have any other questions, please contact [support@ankerpay.com](mailto:support@ankerpay.com). If you are using a Kiosk operated by a Third Party Operator, please direct all questions and concerns to the Third Party Operator using the contact information on the third party kiosk.

## 6. ASSUMPTION OF RISK; RELEASE OF CLAIMS

There are risks associated with Token Transactions and the Services that may cause you to incur financial losses including, but not limited to, the following: (a) your Tokens or data may be stolen or hacked, (b) you may be unable to collect or redeem your Tokens if you are unwilling or unable to create a AnkerPlatform Account or enter the appropriate Collection Code (or if someone else obtains and enters the Collection Code before you), (c) someone else may claim your Tokens if you leave a Kiosk unattended during a session, (d) any Token may be compromised or cease to operate as intended due to technological failure, technological progression, changes to applicable laws or regulations or third party hacks, (e) Token values are highly volatile and any Token may lose some or all of its value due to market volatility, lack of demand, market manipulation, or any reason described in (d), above, and (f) information or instructions transmitted over the Internet may be delayed, interrupted, stolen or altered due to software or hardware malfunction or third party hacks. You assume full responsibility, and AnkerPlatform will not have any responsibility or liability, for all such risks.

You hereby irrevocably waive, release and discharge any and all claims, whether known or unknown to you, against AnkerPlatform, AnkerPlatform's business partners and affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives related to any of the risks set forth herein.

## 7. OTHER SERVICES, ACCOUNT OPERATIONS

7.2 **Approved External Accounts.** You may wish to transfer Tokens to and from an account, wallet or address not hosted or controlled by AnkerPlatform (“External Account”). AnkerPlatform may require that you verify your control over an External Account or satisfy other verification or screening requirements prior to enabling transfers between the applicable External Account and your Hosted Wallet (any such External Account, an “Approved External Account”).

7.5 **Other Terms Applicable to Transfers.** You will be responsible for: (a) paying all fees charged by any third party service provider associated with any External Account or Approved External Account as well as for paying any fees charged by AnkerPlatform for any transfers; (b) ensuring that any inbound and outbound transfers are handled in compliance with AnkerPlatform requirements, third party service provider requirements or Token requirements; (c) ensuring that the address to which any Tokens are to be transferred is properly formatted and suitable for the type of Token being transferred; and (d) ensuring that there are no errors in any of the transfer instructions you provide using the Services. In the event you fail to comply with any requirements of this Section 7.5, the transferred Tokens may be permanently lost. Because any Blockchain used to confirm transfer of any Token is a decentralized networks of independent third-parties, AnkerPlatform has no control over them, and therefore cannot and does not ensure that any transfer will be confirmed on any Blockchain. The transfer requests you submit via the Services may not be completed, or may be substantially delayed, by the Blockchain for the applicable Token. When you complete a transfer request via the Services, you authorize us to submit your transfer request to the applicable Blockchain in accordance with the instructions you provide via the Services. The timing for completing any transfer will depend on the Blockchain and other third party actions that are outside the control of AnkerPlatform and AnkerPlatform makes no guarantee regarding whether a transfer will be completed or the amount of time it may take to complete any transfer, including transfers to your Hosted Wallet to deliver Tokens purchased by you from AnkerPlatform.

7.6 **Conditions and Restrictions.** AnkerPlatform may, at any time and in its sole discretion, refuse any transfer request, or other transaction request submitted via the Services, impose limits on the amounts of transfers that can be completed on a daily or other periodic basis or impose any other conditions or restrictions upon your use of the Services, without prior notice. For example, AnkerPlatform may: (a) limit the number of Tokens that can be purchased or sold on a daily or other periodic basis, (b) limit the number

of Tokens that can be collected or redeemed based on purchases made at third party kiosks on a daily or other periodic basis; (c) restrict transaction requests from certain locations; or (d) restrict withdrawals or other transactions if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if AnkerPlatform receives reasonable notice that your ownership of some or all of the Tokens in your AnkerPlatform Account is in dispute.

7.7 Accuracy of Information. You must provide any information required by any screen displayed within the Services. You represent and warrant that all information you provide via the Services is accurate and complete.

7.8 Support for Tokens. AnkerPlatform retains the right, in its sole discretion, to determine whether to support transfer, storage or Token Transactions of any Token using the Services, and may discontinue or terminate any support for any Token at any time for any or no reason. Unless otherwise required by law or law enforcement, AnkerPlatform will make reasonable efforts to notify you of its decision to cease to support of a Token. If AnkerPlatform ceases to support transfer or storage of a particular Token using the Services, AnkerPlatform will use commercially reasonable efforts to notify you at least 14 days prior so as to afford you with an opportunity to transfer the affected Token from your Hosted Wallet to an Approved External Account. If you do not transfer the affected Token out of your Hosted Wallet prior to cessation of support for the Token by AnkerPlatform, the Token may be lost due to your inability to access, transfer or otherwise control the Token. AnkerPlatform will not be liable to you for any losses, liability or expenses related to its decision to cease any support for any Token.

7.9 Compliance with Law; Taxes. You are responsible for complying with all applicable laws related to any Token Transaction or other use of the Services, including, without limitation, any reporting obligations and payment of all applicable taxes. You will determine what, if any, taxes apply to the Token Transaction and any other transactions you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. AnkerPlatform is not responsible for determining whether taxes apply to your Trades or for collecting, reporting, withholding, or remitting any taxes arising from any Token Transaction or other use of any Services. While AnkerPlatform has no obligation to do so, you authorize AnkerPlatform to deduct (or recover) and pay any such taxes at any time where required or permitted by applicable law.

7.10 South Africa allows the use of cryptocurrencies. According to the South African Revenue Service: “Investors can exchange local currency for a cryptocurrency (or vice versa) by using cryptocurrency exchanges, which are essentially markets for cryptocurrencies, or through private transactions.”<sup>4</sup> However cryptocurrencies are not considered legal tender in South Africa, only South African Rands are, and as such “Goods or services can be exchanged for cryptocurrencies. This transaction is regarded as a barter transaction. Therefore the normal barter transaction rules apply.” AnkerPay ATM’s act as a direct intermediary between the user and cryptocurrency exchanges as defined by the South African Reserve Bank.

7.11 AML/KYC Compliance. As a registered Money Services Business, AnkerPlatform maintains an internal anti-money laundering and know your customer compliance program (“AML/KYC Program”). The AML/KYC Program is a risk-based program founded on requirements of the Financial Intelligence Centre Act (“FICA”), other anti-money laundering laws and implementing regulations, and guidance promulgated by the Financial Intelligence Centre. This AML/KYC Program may be updated from time-to-time, including the procedures that AnkerPlatform uses to verify its customers’ identities.

7.12 Error Correction Attempts. AnkerPlatform may, at its option and discretion, attempt to correct, reverse or cancel any Token Transaction or transfer with respect to which AnkerPlatform has discovered that there was an error, whether such error was by you, AnkerPlatform or a third party. You hereby authorize AnkerPlatform to attempt any such correction, reversal or cancellation described in the preceding sentence. AnkerPlatform provides no guarantee or warranty that any such attempt will be successful and will have no responsibility or liability for the error or any correction attempt.

7.13 Unclaimed Property. If your AnkerPlatform Account has been inactive and you have not responded to reasonable attempts by AnkerPlatform to contact you for a period of several years (as defined by the relevant state statutes), AnkerPlatform may have an obligation to report any Tokens in your Hosted Wallet to the applicable governmental entity as unclaimed property. If this happens, AnkerPlatform will attempt to contact you using the contact information provided by you. If you do not respond, AnkerPlatform may be obligated to turn over any Tokens in your Hosted Wallet to the applicable governmental entity after deducting any fees payable to AnkerPlatform.

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<sup>4</sup><https://www.sars.gov.za/Media/MediaReleases/Pages/6-April-2018---SARS-stance-on-the-tax-treatment-of-cryptocurrencies-.aspx>

7.14 Property Disputes. If AnkerPlatform receives notice that any Tokens held in your Hosted Wallet are alleged to have been stolen or otherwise are not lawfully possessed by you, AnkerPlatform may, but has no obligation to, place an administrative hold on the affected Tokens or your Hosted Wallet. If AnkerPlatform does place an administrative hold on some or all of your Tokens, AnkerPlatform may continue such hold until such time as the dispute has been resolved and evidence of the resolution acceptable to AnkerPlatform has been provided to AnkerPlatform in a form acceptable to AnkerPlatform. AnkerPlatform will not involve itself in any such dispute or the resolution of the dispute. AnkerPlatform will have no liability or responsibility for any such hold, or for your inability to transfer Tokens during the period of any such hold.

7.15 Airdrops and Other Token Promotions. You are responsible for doing all things and taking all actions necessary to enable or receive financial or other benefits made available to Token holders. For example, and without limitation, if new or additional Tokens are provided (whether by “airdrop“ or other means) to holders of a Token, it would be your responsibility to claim the Tokens and to designate the wallet address for such Tokens to be delivered. AnkerPlatform has no responsibility to enable, facilitate or help with claiming or receiving any such Tokens or other benefits.

7.16 Unacceptable Use or Conduct. You will not:

- violate any law, regulation or contract by which you are bound;
- engage in any Token Transaction or use the Services in connection with any plan or scheme to pay for, support, or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;
- engage in any Token Transaction or use any Services for, or on behalf of, any other person or entity;
- provide false, inaccurate, or misleading information;
- use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner;
- use any robot, spider, crawler, scraper, or other automated means or interface not provided by AnkerPlatform to access the Services or to extract data;
- use or attempt to use another user’s account without authorization;
- attempt to circumvent any content filtering techniques AnkerPlatform employs, or attempt to access any service or area of the Services that you are not authorized to access;

- introduce to the Services any malware, virus, trojan worms, logic bombs, or other harmful material;
- develop any third-party applications that interact with our Services without our prior written consent, or unless otherwise agreed;
- post content or communications that are, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;
- post content containing unsolicited promotions, political campaigning, or commercial messages (SPAM) or any chain messages or user content designed to deceive or trick the user of the Service;
- post content containing private information of any third-party including, but not limited to, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers; or
- encourage or induce any third party to engage in any of the activities prohibited under these Terms.

## 8. DATA AND INFORMATION; PRIVACY POLICY

Please refer to AnkerPlatform's [Privacy Policy] for information about how AnkerPlatform collects, uses, processes, shares and stores your information.

## 9. AnkerPlatform FEES, PAYMENT

You will pay AnkerPlatform the fees described in the Services for any Token Transaction or any other transaction or Service provided by AnkerPlatform or its business partners, as such fees are periodically updated by AnkerPlatform at AnkerPlatform's discretion. Any update to any fees will apply to any Token Transaction or other transaction or Service that take place after the updated fee information has been published using the Services. You authorize AnkerPlatform to remove Tokens from your Hosted Wallet for any applicable fees owed by you under these Terms.

## 10. CHANGES; SUSPENSION; TERMINATION

10.1 Changes to Services. AnkerPlatform may, at its discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any portion of any Services.

10.2 Suspension or Termination of Services. AnkerPlatform may, at its discretion and without liability to you, with or without prior notice and at any time, temporarily suspend or permanently terminate your access to all or a portion of any Services.

10.3 No Liability. AnkerPlatform will not be liable for any losses suffered by you resulting from any modification of any Services or from any suspension or termination of your access to all or a portion of any Services (whether pursuant to this Section 10 or for any other reason). If and when Services resume, you acknowledge that Token valuations may differ significantly from the valuations and rates prior to such event.

10.4 Effect of Termination. In the event of discontinuation of all Services or other termination of your right to access all Services: (a) all amounts payable by you to AnkerPlatform will immediately become due; (b) AnkerPlatform may delete or deactivate your AnkerPlatform Account and all related information and files in such account without liability to you; and (c) AnkerPlatform may cancel any open transaction requests that are pending at the time of discontinuation or termination. In the event of discontinuation or termination of all Services or discontinuation or termination of transfer or storage Services for all or some Tokens, AnkerPlatform will use commercially reasonable efforts, unless prohibited in order to comply with applicable laws or regulations or by order of law enforcement or other governmental authority, to provide you with a period of 90 days to remove the affected Tokens from your Hosted Wallet.

10.5 Survival. The terms of Sections 2.3, 3.3, 4, 5, 6 and 8 through 20 will survive any termination of your access to the Services.

## 11. ELECTRONIC NOTICES

11.1 Consent to Electronic Delivery. You consent to receive electronically all communications, agreements, documents, receipts, notices, and disclosures (collectively, "Communications") that AnkerPlatform provides in connection with these Terms, your AnkerPlatform Account or any Services. AnkerPlatform may provide these Communications to you by posting them via the Services, by emailing them to you at the email address you provide, sending them using an app or other messaging service to your account on the app or messaging service, and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's normal, messaging, data, and other rates and fees may apply to any

mobile Communications. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may also contact AnkerPlatform's Support Team to request additional electronic copies of Communications or, for a fee, paper copies of Communications (as described below) by submitting a support request to [info@ankerpay.com](mailto:info@ankerpay.com)

11.2 Hardware and Software Requirements. In order to access and retain electronic Communications, you will need a computer with an Internet connection that has a current web browser with cookies enabled and 128-bit encryption. You will also need to have a valid email address on file with AnkerPlatform and have sufficient storage space to save past Communications or an installed printer to print them.

11.3 Withdrawal of Consent. You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to [info@ankerpay.com](mailto:info@ankerpay.com). If you decline or withdraw consent to receive electronic Communications, AnkerPlatform may suspend or terminate your use of the Services.

11.4 Requesting Paper Copies. If, after you consent to receive Communications electronically, you would like a paper copy of a Communication that AnkerPlatform previously sent you, you may request a copy within 30 days after the date AnkerPlatform provided the Communication to you by contacting AnkerPlatform at [info@ankerpay.com](mailto:info@ankerpay.com). In order for AnkerPlatform to send paper copies to you, you must have a current street address on file with AnkerPlatform. Please note that our Services operate exclusively online and it is very burdensome for AnkerPlatform to produce paper copies of Communications. Therefore, if you request paper copies, AnkerPlatform may charge you a processing fee for each page of Communication requested.

11.5 Updating Contact Information. It is your responsibility to keep your email address and/or mobile phone number on file with AnkerPlatform up to date so that AnkerPlatform can communicate with you electronically. If AnkerPlatform sends you an electronic Communication but you do not receive it because your email address or mobile phone number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, AnkerPlatform will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add AnkerPlatform to your email address book so that you will be able to receive the Communications AnkerPlatform sends to you. You can update your email address, mobile phone number, or street address at any time by sending notice to [info@ankerpay.com](mailto:info@ankerpay.com) If your email address or mobile phone number becomes invalid such that electronic

Communications sent to you by AnkerPlatform are returned, AnkerPlatform may deem your account to be inactive, and you may not be able to complete any transaction via our Services until AnkerPlatform receives a valid, working email address or mobile phone number from you.

## 12. PROPRIETARY RIGHTS

12.1 Ownership of Services. The Services, Site and all technology, content and other materials used, displayed or provided in connection with the Services or Site (“AnkerPlatform Materials”) together with all intellectual property rights in any of the foregoing are, as between you and AnkerPlatform, owned by AnkerPlatform.

12.2 Limitations. You may use the AnkerPlatform Materials solely as authorized by AnkerPlatform in connection with your use of the Services for as long as AnkerPlatform permits you to continue to access the Services. Without limiting the foregoing: you will not (a) resell, lease, lend, share, distribute or otherwise permit any third party to use the Site, Services or AnkerPlatform Materials or use the Site, Services or AnkerPlatform Materials in any service bureau environment; (b) modify or create derivative works of the Site, Services or AnkerPlatform Materials, or any portion thereof; (c) frame, display or incorporate the Site, Services or AnkerPlatform Materials in any website or any other work of authorship; (d) decompile, disassemble, reverse engineer or attempt to discover the source code of the Site, Services or AnkerPlatform Materials; (e) use the Site, Services or AnkerPlatform Materials to design, develop or create any competing product or service; or (f) otherwise use the Site, Services or AnkerPlatform Materials for any commercial or noncommercial purpose other than their intended purposes determined at AnkerPlatform’s discretion. “AnkerPlatform”, any product or service names, logos, and other marks used on the Site or AnkerPlatform Materials, or otherwise in connection with the Services, are trademarks owned by AnkerPlatform or its licensors. You may not copy, imitate or use them without AnkerPlatform’s prior written consent.

12.3 Feedback. AnkerPlatform will own any feedback, suggestions, ideas, or other information or materials regarding AnkerPlatform or the Services that you provide, whether by email, posting through the Services or otherwise (“Feedback”). You hereby assign to AnkerPlatform all right, title and interest to Feedback together with all associated intellectual property rights. You will not be entitled to, and hereby waive any claim for, acknowledgment or compensation based on any Feedback or any modifications made based on any Feedback.

12.4 User Content. You hereby grant to AnkerPlatform a royalty-free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium or manner, any text, information, data, materials, images, or other content you provide to AnkerPlatform using the Services or submit or post to the Site and that is not Feedback owned by AnkerPlatform (the “User Content”). You represent and warrant that: (a) you own the User Content or have the right to grant the rights and licenses in these Terms, and (b) the User Content and use by AnkerPlatform of the User Content as licensed herein does not and will not violate, misappropriate or infringe on the rights of any third party. AnkerPlatform may remove any User Content from the Site for any reason at AnkerPlatform’s discretion.

### 13. THIRD PARTY SERVICES

Certain Services may be offered in conjunction with or using products, services or content provided by third parties, including without limitation services provided by Third Party Operators (“Third Party Services”). AnkerPlatform does not control or endorse any Third-Party Services and shall have no responsibility or liability for any Third Party Services, including, without limitation, Third Party Services that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. AnkerPlatform is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Services, and your interactions with third parties, is at your own risk.

### 14. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AnkerPlatform MAKES NO REPRESENTATIONS OR WARRANTIES, AND AnkerPlatform HEREBY EXPRESSLY DISCLAIMS, AND YOU HEREBY WAIVE, ANY REPRESENTATIONS, WARRANTIES OR REMEDIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATED TO THIS AGREEMENT, ANY SERVICES, ANY TOKEN TRANSACTION, ANY TOKEN OR ANY OTHER ITEMS PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

WITHOUT LIMITING THE FOREGOING, ALL TOKENS ARE SOLD “AS IS”, “WHERE IS” AND “AS AVAILABLE” AND AnkerPlatform PROVIDES NO WARRANTY THAT THE TOKENS OR ASSOCIATED SOFTWARE OR PROTOCOLS WILL OPERATE AS INTENDED, BE FREE OF ERRORS OR DEFECTS, BE FREE OF VIRUSES, OR BE SECURE FROM “HACKS” OR OTHER ATTEMPTS TO COMPROMISE THEIR SECURITY OR INTEGRITY, OR THAT ANY DATA OR INFORMATION RELATED TO ANY TOKEN OR TRANSMISSION OF ANY TOKEN WILL BE SECURE AGAINST LOSS, CORRUPTION OR THEFT DURING TRANSMISSION OVER THE INTERNET OR ANY OTHER NETWORK.

THE DISCLAIMER OF IMPLIED WARRANTIES CONTAINED HEREIN MAY NOT APPLY IF AND TO THE EXTENT IT IS PROHIBITED BY APPLICABLE LAW OF THE JURISDICTION IN WHICH YOU RESIDE.

#### 15. INDEMNIFICATION

You will defend, indemnify, and hold harmless AnkerPlatform and AnkerPlatform’s business partners and affiliates, and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, “Indemnified Parties”) from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including, without limitation, reasonable attorneys’ fees, arising out or relating to (a) your purchase or sale of any Tokens; (b) your violation of these Terms; or (c) your violation of any applicable law or the rights of any other person or entity. If you are obligated to indemnify any Indemnified Party, AnkerPlatform (or, at AnkerPlatform’s discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether AnkerPlatform wishes to settle, and if so, on what terms.

#### 16. DISCLAIMER OF DAMAGES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AnkerPlatform BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS) ARISING OUT OF OR IN ANY WAY RELATED TO ANY SERVICES, ANY TOKEN TRANSACTION, ANY TOKEN OR OTHERWISE RELATED TO

THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

#### 17. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF AnkerPlatform, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR IN ANY WAY RELATED TO ANY SERVICES, ANY TOKEN TRANSACTION, ANY TOKEN OR OTHERWISE RELATED TO THIS AGREEMENT OR ANY PURCHASE TRANSACTION, EXCEED \$100.

The limitations set forth in Section 16 and this Section 17 of these Terms will not limit exclude or limit liability for fraud or intentional misconduct of AnkerPlatform.

#### 18. DISPUTE RESOLUTION; ARBITRATION; WAIVER OF CLASS ACTION

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

You and AnkerPlatform agree to arbitrate any dispute arising from these Terms or your purchase of any Token, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT. You and AnkerPlatform agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to AnkerPlatform shall be sent to [info@ankerpay.com](mailto:info@ankerpay.com). You and AnkerPlatform further agree: (a) to attempt informal resolution prior to any demand for arbitration; (b) that any arbitration will occur in Cape Town South Africa; (c) that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of AFSA domestic. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that

would otherwise be available in court. Any dispute between the parties will be governed by these Terms and the laws of the South Africa. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AND AnkerPlatform WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE ACTION OR PROCEEDING.

## 19. GOVERNING LAW

The interpretation and enforcement of these Terms, and any dispute related to these Terms or any Token purchases, will be governed by and construed and enforced in accordance with the laws of South Africa, without regard to conflict of law rules or principles (whether of South Africa or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. With respect to any other proceeding that is not subject to arbitration under these Terms, courts located in Cape Town, South Africa will have exclusive jurisdiction and you agree that venue lies in such courts.

## 20. OTHER TERMS

20.1. Copyright Violations. AnkerPlatform has a policy of limiting access to our Services and terminating the accounts of users who infringe the intellectual property rights of others. If you believe that anything on our Services infringes any copyright that you own or control, you may notify AnkerPlatform's Designated Agent. Please see the Copyright Act of 1978 for the Republic of South Africa for the requirements of a proper notification. Also, please note that if you knowingly misrepresent that any activity or material on our Services is infringing, you may be liable to AnkerPlatform for certain costs and damages.

20.2. Remedies. If you violate any of these Terms, AnkerPlatform may, as it determines reasonably necessary to remedy or mitigate your violation, delete all or part of such information transmitted by you, suspend or cancel your account, or confiscate Tokens owned by you without any prior notice to you. AnkerPlatform shall in no event be responsible or liable for any damage incurred by the user as a result of an action taken by AnkerPlatform pursuant to this paragraph. Any right or remedy of AnkerPlatform set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under statute, at law or in equity.

20.3. AnkerPlatform Affiliates and Contractors. An "Affiliate" is, with respect to a legal entity, another legal entity that controls, is under common control with, or is controlled by the first legal entity. The Site

and any Services may be operated or provided by AnkerPlatform, its Affiliates or their respective contractors. To the extent that an Affiliate of AnkerPlatform, or contractor of AnkerPlatform or an Affiliate of AnkerPlatform, is operating or providing any Services, the Affiliate or contractor's provision of such Services will be under terms identical to these Terms substituting the Affiliate or contractor's name wherever AnkerPlatform's name occurs in these Terms.

20.4. **Non Waiver.** Anker Platform's failure or delay in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof.

20.5. **Severability.** The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

20.6. **Force Majeure.** AnkerPlatform will have no responsibility or liability for any failure or delay in performance of any Services, or any loss or damage that you may incur, due to any circumstance or event beyond the control of AnkerPlatform, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

20.7. **Assignment.** You may not assign or transfer any right to use the Services or any of your rights or obligations under these Terms without prior written consent from us, including by operation of law or in connection with any change of control. AnkerPlatform may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

20.8. **Headings.** Headings of sections are for convenience only and shall not be used to limit or construe such sections.

20.9. **Entire Agreement; Order of Precedence.** These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. In the event of any conflict between these Terms and any other agreement you may have with AnkerPlatform, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.