# TERMS OF SERVICE

C Link

These Terms constitute the agreement between: you ("User" or "you") and C Link ("we," "us", "our" or "C Link"), regarding your use of the C Link Wallet. The C Link Wallet has been developed and provided to you by UAB Cambix, a company incorporated under the laws of the Republic of Lithuania (registration number 306726345) and licensed as a virtual currency exchange and digital wallet operator. This includes the C Link website (the "Site"), and all related products and services, collectively referred to as the "Services", as well as the platform that delivers these Services (the "Platform").

By using our Services or by accessing the Platform through any means or using any or all of the Services, you agree to be legally bound by these Terms, regardless of your location, nationality, and/or the Services used. If you don't agree to be bound by these Terms, you should not access or use the Services.

These Terms may be made available in several languages, all of which become legally binding as soon as you register and/or use our Services, with the translated version relative to your country of residence where you are legally domiciled, becoming valid. In the event of any inconsistency between the English language version and a translated version, the English version shall prevail.

We reserve the right to update and/or modify these Terms at our sole discretion. It is your responsibility to ensure you read and understand the updated version of these Terms. By continuing to use the Platform, you agree to be bound by the latest version of these Terms.

# **1. KEY DEFINITIONS & RULES OF INTERPRETATION**

1.1 Key Definitions. Below are definitions that are applicable throughout these Terms:

"Applicable Laws" include any applicable common and civil law, principles of equity, and laws made by any government, relevant authority, or judicial body, including but not limited to any regulations, rules, directives, court judgments, decrees, policies, circulars, guidelines, codes or any other instruments (whether they have the force of law or not), and any amendments, replacements, modifications, consolidations, or re-enactments of any of the forementioned.

"Content" refers to all text, images, music, software, data, audio, video, works of authorship, information, and other materials generated, provided, or made available through the Services. This term also includes all User Content (as defined below) without limitation.

"Digital Asset" denotes any digital asset (also known as "convertible virtual currency," "virtual asset," "cryptocurrency," or "digital goods") based on a computer network's cryptographic protocol, which may be (a) centralized or decentralized, (b) closed or open-source, and (c) used as a medium of exchange and/or store of value. Digital Assets are expressed as units, capable of being transferred, stored, and traded on a peer-to-peer basis with or without conditions or limitations, and approved by C Link for use in the C Link Wallet from time to time. For clarity, any Digital Asset that: (a) is transferred on an additional layer atop a blockchain related to another Digital Asset or a side chain; or (b) is a derivative, has enhanced features, or functionality that supplements or interacts with another Digital Asset, is considered distinct from such other Digital Asset. Its use in connection with the Services is subject to C Link's approval. This also includes NFTs and other digital collectibles. Any reference to a Digital Asset includes any part or fraction thereof.

3

"Digital Wallet Address" refers to the public address for receiving and sending Digital Assets.

"Disputes" include any dispute, controversy, difference, or claim arising out of or relating to these Terms and the Services, including matters of existence, validity, interpretation, performance, breach, or termination (including whether such controversy or claim is arbitrable) and any dispute regarding non-contractual obligations related to these Terms and the Services.

"Force Majeure" comprises any event beyond C Link's control that prevents or delays us from fully performing our obligations under these Terms, including but not limited to: (a) natural disasters and/or acts of God, such as earthquakes, fires, cyclones, explosions, typhoons, floods, monsoons, landslides, lightning, storms, tempests, pandemics, droughts, or meteors; (b) acts of war, whether declared or undeclared, including invasion, acts of a foreign enemy, hostilities between nations, civil insurrection, or militarily usurped power; and acts of terrorism; (c) civil disorder, such as acts of a public enemy, malicious damage, terrorism, sabotage, or civil unrest; (d) embargoes or sanctions (such as confiscation, nationalization, requisition, expropriation, prohibition, restraint, or damage to property by or under the order of any government or governmental authority); (e) unnatural disasters, such as ionizing radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel; (f) labor disputes, including strikes, blockades, lock-outs, or other industrial disputes; (g) telecommunication failures, including the internet, communication networks, facilities, or other infrastructure, systems, operations, or equipment relevant to providing or using the Platform and/or Services; (h) data breaches or processing failures or incomplete processing; and/or (i) legal or regulatory changes that significantly affect the digital assets and/or blockchain industries.

"Losses" include all incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, as well as loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, and any other commercial and non-commercial losses, including without limitation, all interest, assessments, and other charges paid or payable in connection with or with respect to any of the foregoing of any kind.

"Password" includes certificates, access codes, passwords, passphrases, user IDs, APIs, or other credentials and login information (collectively "Passwords").

"Personal Data" includes any information related to an identified or identifiable natural person, such as a name, identification number, location data, online identifier, or one or more factors specific to the physical, economic, cultural, or social identity of you. It may also encompass network information regarding transactions, such as, but not limited to, device type, access times, hardware models, operating systems and versions, and other unique device identifiers; information about potential plug-ins related to cryptocurrency asset management; your email and wallet addresses; and any other interactions with our Services and other related information that passes through our Services and/or other related blockchain technologies.

"Platform" means the entire services of C Link Wallet, website, platforms, plug-ins, and any other applications that offer our Services under "C Link Wallet".

"Restricted Location(s)" refers to any location where C Link does not offer the Services whether by commercial choice or due to regulatory restrictions.

"Site" refers to the C Link Website, may be used synonymously with "Platform".

"Taxes" encompass any and all taxes, levies, stamps, charges, imposts, and duties imposed by any governmental authority, as well as related interest, penalties, fines, and expenses in connection with them, except if imposed on, or calculated having regard to, the overall net income of C Link.

"Third Party Blockchain" means a blockchain supported by C Link and its Services and through which Users may withdraw and transfer available Digital Assets to such blockchain.

"Third Party Platforms" mean other platforms owned, controlled, or operated by third parties. C Link does not have any control of these platforms and also does not endorse any product, service information, or disclaimer they provide, nor does C Link guarantee the accuracy of the third-party platform's information.

"Third Party Partner" means a third party service provider or business partner we collaborate with to ensure the Services are provided to you as intended. Our Third Party Partners may change from time to time at our discretion to ensure continuity of service.

"User Content" means any Content that Users make available through the Services.

1.2 Rules of Interpretation. The ultimate authority to interpret these Terms shall rest with this Website/C Link. All references in these Terms are subject to this Website's interpretation, including but not limited to references to documents, clauses, schedules, individuals, entities, time periods, and legal terms.

# 2. OUR SERVICES

2.1 Description of Our Services. C Link is a digital wallet, which allows users to store, manage, send and receive digital assets. Wallet services also include digital asset security management services; a display of digital asset exchange rate and transaction information; and other Services available on the C Link Wallet, which may be modified and updated from time to time. All of the functions within the C Link Wallet are mentioned as "Services" or "Products" within the "Site" and "Platform".

2.2 For unlimited access to our Services, you must have a valid C Link login, completed account verification, and sufficient funds, if applicable, and comply with any additional requirements set by the Platform. C Link retains sole discretion over access to its Services and may apply different eligibility criteria as needed. You can still access the C Link Wallet without being verified, but you will not enjoy full access to the features in the wallet until you have completed account verification. See section 9 for further details.

2.3 Prohibited or Restricted Regions. The Services may not be available in all markets and jurisdictions, and we may restrict or prohibit the use of all or part of the Services from certain locations, including but not limited to Restricted Locations. The content of these Terms shall not be excluded from the laws of the country or region under which the User belongs. As a result, if you do not meet these eligibility requirements, you may not access or use the Services. As a user of the Platform, you represent and warrant that you are not a citizen or resident of a country affected by an international embargo or sanction, as defined and set by OFAC and FATF.

4

2.4 Third-Party Content and Services. C Link, as a peer-to-peer Web3 service, enables you to explore Digital Assets, including NFTs created by third parties, and interact with various blockchains. C Link also offers access to third-party DApps. C Link makes no representations or warranties about third-party content, including NFTs displayed on the platform, and you are responsible for verifying their legitimacy, authenticity, and legality. C Link cannot guarantee the continued visibility, availability, or transferability of NFTs.

NFTs and third-party links/websites may be subject to specific terms between buyers and sellers ("Purchase Terms"), C Link is not a party to any such Purchase Terms, which are solely between the buyer and the seller. The buyer and seller are entirely responsible for communicating, promulgating, agreeing to, and enforcing Purchase Terms. You are solely responsible for reviewing such Purchase Terms.

C Link's Services may contain links or access to third-party websites, applications, or materials. C Link does not endorse or guarantee the accuracy of any content on these platforms, or their operability, and is not liable for any Losses arising from their use. You are subject to the terms and conditions of these third parties when you access their services. C Link and these third-party platforms are independent entities, and these Terms do not create any agency, partnership, or cooperative binding relationship between them.

2.5 Services are Provided As-Is. Please note that C Link provides all information regarding and/or on the Services on an as-is and as-available basis. You may not redistribute any information displayed on or provided by the C Link Wallet or its related Services.

2.6 Actions Regarding the Services. C Link has sole and absolute discretion in the provision and administration of the Services, whether under these Terms, the Terms, or otherwise.

### **3. USER REQUIREMENTS**

3.1 Connection with Digital Wallet. You understand and agree that in order to use and access the Platform and the Services, you must create an account to access the C Link wallet under these terms. You are responsible for all activities and events relating to or affiliated with your digital wallet, and You shall bear all liability directly or indirectly caused by any and all actions and behaviors of this wallet address.

- 3.2 Access. Users must prepare the following devices and bear any related costs:
- internet-connected device(s), including but not limited to computer or other internet-connectivity terminals; and
- 2. internet-accessing costs, including but not limited to internet fees, rental charges for internet-connected equipment, cellular data fees; etc.

3.3 Third Parties. You understand and agree that if you authorize any third party to use your digital wallet, the third party will know your digital wallet information (including without limitation, information relating to your assets, transactions, operating authority for trading and digital wallet information; etc.); your digital wallet will be exposed to certain risks, and you may suffer Losses. You are solely responsible for any Losses caused by your authorization of any third party or third-party platform to use your account information, and any Losses you incur by the third party or third-party platform using your account.

# **4. RISK DISCLOSURE**

4.1 General. Digital Asset trading involves significant risk. The use of our Services also involves risks. In this section, we set out a non-exhaustive list of some of the risks below. These risks, as well as additional risks arising from now or in the future can be substantial and potentially devastating. You should therefore carefully consider whether using any of our Services is suitable for you in light of your financial condition prior to commencing your use. You must also seek professional advice regarding your particular financial condition prior to commencing your use of our Services. By proceeding to use our Services, you warrant that you are suitably financially and technically sophisticated to understand the inherent risks associated with using blockchain based systems. Specifically, you appreciate that C Link does not operate the blockchain protocol and is not responsible for any updates, vulnerabilities or bugs. Finally, please ensure that you review the latest version of these Terms as they may change from time to time.

4.2 The regulatory landscape for blockchain technologies and digital assets is evolving rapidly and is regarded as emerging technology. The Platform may be subject to various laws, regulations, or directives that are constantly evolving and being implemented, which could impact your ability to use the Platform or access your Digital Assets. Such regulatory changes are out of C Link's control, and therefore may result in the temporary suspension, modification, or cessation of Services, and you agree that C Link will not be liable for any Losses resulting from such regulatory actions.

4.3 The C Link Wallet relies on blockchain technologies, which are inherently subject to cybersecurity threats, technical failures, and other vulnerabilities. There is no guarantee that the Platform will operate without errors, breaches, or interruptions. Any reliance on third-party integrations, smart contracts, or other software components introduces additional risks that may result in loss or inability to access your digital assets. You acknowledge that C Link cannot guarantee the absolute security or uninterrupted availability of the Platform.

4.4 Digital assets, including those stored or transacted through the C Link Wallet, are subject to significant price volatility, market risk, and liquidity constraints. The value of digital assets can fluctuate widely, and you may incur a substantial or total loss of value. The Platform does not provide investment advice, and your participation on the Platform is at your own risk.

4.5 The use of C Link may also involve the following risks that are not explained explicitly, review these risks carefully in light of your financial situation.

4.5.1 Digital Asset Risks:

- Not Legal Tender: Digital Assets may not backed by physical assets or government guarantees.
- High-Risk Asset Class: They may be high-risk and not classified as securities in some jurisdictions.
- Complex Nature: Their complex and novel nature may make their risks difficult to understand.
- Value Loss: They may lose value due to various factors, including regulatory changes and market manipulation.

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carefully.

4.5.2 Trading Risks on DApps:

- Market Stability: Digital Asset markets may be volatile.
- Conversion Risks: Converting Digital Assets might result in losses if market conditions change.
- No Deposits: Digital Assets are not regulated deposits.
- No Statutory Protection: Digital Assets are not protected by government compensation funds.
- Fees: Be aware of all fees associated with transactions.
- Wallet Access: Granting access to your wallet involves risks. Monitor and control wallet access
   International Laws: Digital Assets may be subject to international regulations.
- Operational Risks: Risks exist in allowing others to operate your wallet.
- Network Events: Unexpected network events may impact transactions.
- Irreversible Transactions: Transactions are irreversible; exercise caution.
- Timing Risks: Orders may not execute as expected due to market volatility.
- Unauthorized Access: Unauthorized third parties may access your wallet.
- Outdated Materials: Ensure you use updated versions of the platform.
- Unjust Enrichment: You may be required to return gains from any trading loopholes.

4.5.3 Cybersecurity and Technology Risks:

- Forks and Attacks: Digital Assets can be affected by network forks or security attacks.
- Cyber Attacks: Risks include hacking, fraud, and other cyber threats.
- Malicious Targets: Protect against targeted theft attempts.
- Technology Dependence: Internet and technology issues may disrupt transactions.

4.5.4 Market Risks:

- Liquidity Risks: You may face losses if you cannot sell or convert Digital Assets.
- Acceptance Risk: Future acceptance of Digital Assets as payment is uncertain.
- Regulatory Interference: Government actions may affect Digital Asset value.
- I nflation Risks: Additional Digital Assets may reduce value.
- Whale Impact: Large holders may influence market prices.

4.5.5 User Error:

- Password and Recovery Email Loss: Losing your account information and recovery alternatives means losing access to your Digital Assets.
- Jailbroken Devices: Using jailbroken devices may compromise security.

### 4.5.6 Blockchain Risks:

- Irreversibility: Blockchain transactions are generally irreversible.
- Open-Source Risks: Risks from open-source blockchain technology, including potential flaws and attacks.
- Cryptographic Innovation: Advances in cryptography may pose risks.

4.5.7 General Risks:

- Jurisdiction Risks: Ensure compliance with applicable laws in your jurisdiction.
- Service Risks: Understand terms and risks associated with Digital Assets and services.
- Taxes: Be aware of tax implications and seek professional advice.
- Localized Risks: Transactions in foreign jurisdictions may face additional risks.
- Regulatory Uncertainty: Legal treatment of Digital Assets is evolving.
- Conflicts of Interest: Be aware of potential conflicts of interest with platform operators.
- Forward-Looking Statements: Statements about future performance may not be accurate.

4.5.8 Service-Specific Risks:

- Digital Wallet Risks: Secure your equipment and software. C Link is not responsible for losses from inadequate protection.
- Third-Party Platforms: C Link is not liable for losses from third-party platforms.
- Password Security: You are responsible for safeguarding your account and password.
- Consideration Before Use: Understand all risks before using our Services and seek professional advice.

This summary does not cover all possible risks. By using our Services, you accept that you may incur losses.

4.6 Careful Consideration Prior to Use of Services. In light of these risks (as well as potentially others that are not listed), Participating Users must carefully consider whether all applicable risks are acceptable when creating and using the C Link Wallet. You also appreciate that the risk disclosure statement herein is not and cannot be comprehensive or exhaustive. You must seek professional advice regarding your particular financial condition prior to commencing your use of Services. YOU UNDERSTAND THAT LOSSES MAY BE INCURRED RATHER THAN PROFIT MADE AS A RESULT OF PARTICIPATING IN OUR SERVICES, AND THIS IS A RISK THAT YOU FULLY APPRECIATE AND ACCEPT.

# **5. USER REPRESENTATIONS AND WARRANTIES**

C Link cannot guarantee the continuous availability of the Platform due to the nature of the internet and computer systems. Although efforts are made to keep all sites part of the C Link Wallet virus-free, no assurance can be given in this regard. Users must take necessary precautions, such as using a virus scanner before downloading any content. The C Link Wallet and its services may be temporarily unavailable for maintenance or other reasons, and C Link is not liable for any disruptions or technical issues, including those related to user equipment or internet traffic. All services and information on the C Link Wallet are provided "as is" and "as available" for personal, non-commercial use, with no warranties regarding accuracy, reliability, or freedom from viruses. Users access and use the C Link Wallet at their own risk, and C Link disclaims liability for any damage or Losses incurred.

C Link is not liable for any indirect, direct, special, or consequential damages, including loss of profits, resulting from breaches of agreements, user business operations, incorrect information provided by users, or the failure to provide necessary data. C Link is not responsible for any Losses or damages resulting from errors, omissions, or changes in information, links, or materials encountered while accessing the C Link Wallet. C Link also disclaims liability for any third-party services selected by users on its platform, and users bear all risks associated with such services. Users agree to indemnify C Link from any claims arising from their use of the C Link Wallet or Services.

8

Users represent and warrant that they will use C Link's Services only for legal purposes and comply with all Applicable Laws and regulations. They are fully responsible for their activities on the Site, including any actions related to third-party services. C Link has the right to place advertisements and promotional content on the platform, and users accept this as part of the service. If users engage in any illegal or inappropriate activities, see 5.1 and 5.2, C Link may suspend or terminate their access to the Services without liability.

Users must also comply with C Link's rules and regulations, which may be updated periodically. C Link reserves the right to remove any content that violates laws or regulations or is deemed inappropriate, without notification to the user and without assuming any liability.

5.1 General Representations and Warranties.

- You represent and warrant the following:
  - You fully understand all risks associated with using our Services, and you have the necessary experience, understanding, and risk tolerance for using our Services, including the necessary experience and knowledge to enter into relevant transactions under the Services;
  - You shall carefully consider and use clear judgment to evaluate your financial situation and risks before making any decisions to use our Services, and you shall bear any and all Losses arising from your decisions;
  - You have the ability to perform operations on the internet in order to use our Services;
  - These Terms do not conflict with the Applicable Laws of your applicable jurisdiction(s), and you shall comply with all Applicable Laws of your applicable jurisdiction(s);
  - You are the legal and rightful owner of all funds and/or Digital Assets in your wallet or other Digital Assets
    or funds that you may use in connection with our Services. You represent and warrant that the sources of
    such funds and Digital Assets are legal, and you will not trade or obtain financing on or through C Link or
    any of its Services with anything other than funds or Digital Assets that have been legally obtained by you
    and that belong to you;
  - You agree to indemnify and hold C Link, and their officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any and all demands, Losses, liability, claims or expenses (including attorneys' fees), made against C Link by any third party due to or arising out of or in connection with your use of this Platform or the Services; and
  - Any trading, transfer, exchange, or any other instructions received or undertaken through your signature credentials are deemed to be valid, binding and conclusive, and C Link may act upon such instructions without any liability.

You expressly acknowledge and agree that use of the services and content is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. The product, site and services are provided on an "As is" and "As available" basis without any representation or warranty, whether express, implied or statutory. To the maximum extent permitted by applicable law, C Link specifically disclaims any express or implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. C Link does not make any representations or warranties that access to the services or any of the materials contained therein will be continuous, uninterrupted, timely, or error-free. Service interruptions may cause you to be signed out of your account and require you to re-enter your login information.

5.2 Performance of Obligations.

- You must abide by all Applicable Laws of all applicable jurisdiction(s) when using our Services, and you agree to strictly perform the following obligations:
  - You shall not use the Services for any illegal purposes, including without limitation, illegal gambling, money laundering, fraud, extortion, data breaches, terrorist financing, and any other violent acts or any businesses prohibited by Applicable Laws;
  - You shall not conduct, initiate, or promote any forms of unfair trading practices, market manipulation or other forms of illegal conduct, including without limitation, illegal gambling, money laundering, fraud, extortion, data breaches, terrorist financing, and any other violent activities or businesses prohibited by Applicable Laws;
  - You shall not use our Services to engage in money laundering, stealing trade secrets, stealing personal
    information, or any other illegal or criminal activities, including but not limited to payment by illegal means
    like fictitious transactions, false prices, and transaction refunds; illegal cash-out activity via entity bank
    settlement account; illegal fund transfer from the bank settlement account of an entity to an individual
    account; illegal check cash-out activity or any unlawful, illegal, fraudulent or harmful purpose or activity
    under Applicable Laws;
  - You shall not in any way or capacity interfere with C Link's normal operations or intrude upon C Link's computer systems, including using our Services in any way that causes or may cause damage to our Services or impair the availability of or accessibility to the Services;
  - You shall not transmit or publish any illegal, criminal, harassing, slanderous, abusive, intimidating, harmful, vulgar, obscene, uncivilized or other similar information materials;
  - You shall not solicit others to engage in acts prohibited by these Terms or Applicable Laws; You shall not use your C Link Wallet for for-profit business operations and activities that are prohibited by these Terms or Applicable Laws;
  - You shall not infringe upon the copyrights, trademark rights, and other intellectual property rights or legal rights and interests of any third party;
  - C Link's goodwill and reputation will not be maliciously slandered by means of fiction, exaggeration of facts, or any other derogatory and/or false manner;
  - You shall not engage in other acts that violate Applicable Laws, public order and good customs, internet or online interests, or any other acts that C Link reasonably determines to be inappropriate.

If you fail to comply with any of the above, C Link has the right at its sole discretion to immediately suspend or terminate your access to the Services and take other measures without assuming any liability.

5.3 C Link's Rules and Regulations. You shall strictly abide by the various rules and regulations announced or modified by C Link from time to time. C Link reserves the right to delete any and all of C Link's information or content which does not comply with laws or regulations or is untrue or inappropriate without notifying you, and C Link shall not bear any liability.

## **6. C LINK CONTENT**

6.1 C Link Content and User Content. Please note that C Link does not claim any ownership rights to any User Content on the Platform. Unless otherwise specifically indicated in these Terms, C Link does not restrict any rights that any User may have to use and exploit their User Content. Subject to the foregoing, C Link and its licensors exclusively hold all right, title and interest in and to the Services and Content, including any and all related intellectual property rights. You understand and agree that the Services and Content are protected by Applicable Laws. You further understand that you shall not illegally use, alter, obscure or dispose of the intellectual property rights or any other proprietary rights of this Website, C Link Wallet or its Services, or any Third Party Partner, or other person during your use of the Services offered by C Link Wallet.

6.2 Rights You Grant to C Link. Upon accepting this Agreement, you agree to transfer and assign exclusively and free of charge to this Website all copyright and related rights for any content you publish on the C Link Platform. This includes but is not limited to, copyrights, distribution rights, lease rights, exhibition rights, performance rights, projection rights, broadcasting rights, information network dissemination rights, shooting rights, adaptation rights, translation rights, and compilation rights. C Link shall have the right to enforce these rights and seek full compensation for any infringement.

Additionally, you grant C Link a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, and transferable license to use, copy, distribute, display, perform, and create derivative works from your User Content. This license is granted for the purpose of operating, improving, and providing our Services. This Agreement applies to all content published by you on the Platform whether created before or after signing the Agreement. For more details on how your privacy and User Content are handled, please refer to our Privacy Policy.

6.3 Right and Authority over User Content. You warrant and represent that you have the right and authority to submit your User Content and that the User Content or any part thereof does not infringe the intellectual property rights or any other rights of any third party.

6.4 Deletion or Removal of User Content. You acknowledge that, in certain instances, where you have removed your User Content (whether by specifically deleting it or other similar actions), some of your User Content (whether in whole or in part) may not be completely removed and copies of your User Content may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

6.5 C Link Rights in Content. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to download, view, copy, display and print the Content solely in connection with your permitted use of the Services.

6.6 Intellectual Property Rights. C Link will take down works in response to the European Union Copyright Directive ("EUCD") takedown notices and other intellectual property infringement claims. C Link will also terminate a User's access to the C Link Wallet if the User is determined to be a repeat infringer. If your content has been copied in a way that constitutes copyright or trademark infringement, or violates your publicity or other intellectual property rights, please submit a written notice to us by raising a support ticket from the support section on the Platform.

# 7. FEES

We may charge fees for some or part of the Services we make available to you. We reserve the right to change those fees at our discretion. We will disclose the amount of fees we will charge you for the applicable Service at the time that you access the Service, before any fees are incurred.

You may incur charges from third parties for the use of linked services. For example, you may be charged fees via the Dapps and/or DEXs that you access via C Link. You may also be charged fees by C Link (or one of its affiliates, depending on your location). Third-party fees are not charged by C Link.

# 8. CHANGE, INTERRUPTION, TERMINATION, AND DISCONTINUATION OF C LINK AND ITS SERVICES

8.1 Service Change and Interruption. We may change the Services and may also interrupt, suspend or terminate parts of the Services at any time with or without prior notice.

8.2 Service Discontinuation and Termination. We reserve the right, in our sole discretion, to discontinue or terminate the Services provided to you without notice, temporarily and/or permanently, including but not limited to, the following cases:

- If the Personal Data you have provided is not true or inconsistent with the information at the time of registration (please remember, according to Applicable Laws, you must fully submit true and accurate information);
- If you violate Applicable Laws or these Terms;
- If required by any provisions of Applicable Laws, as well as the requirements of relevant government authorities;
- For security reasons or any other reasonably necessary circumstances.

8.3 Technological Limitations and Force Majeure. C Link shall not be held liable for any failure or delay in performing any of its obligations under the terms or for other non-performance hereof if such delay or non-performance is caused (directly or indirectly) by circumstances beyond C Link's control, such as but not limited to events of pandemic, strike, labor disturbances, fire, flood, earthquake, storm, power outages, riot, act or ordinance of any governmental or local authority, acts of governmental or military authorities, international sanctions, civil unrests, terrorism, armed conflict, war, or by any other cause beyond the reasonable control of that Party (the "Force Majeure Event").

If C Link's performance of its obligations under these Terms is affected by a Force Majeure Event, C Link shall immediately inform the Users affected by such event and use reasonable commercial efforts to remove or overcome the hindrance to performance. Should a Force Majeure Event continue for more than three (3) months, C Link shall have the right to terminate the Agreement with immediate effect.

You also acknowledge and consent that the Services are provided by us according to our current technological capability and other business conditions. While we have made every effort to ensure continuity and security of the Services, we are unable to completely foresee and hedge against all legal, technological and other risks, including but not limited to, Force Majeure events that may result in service interruption, data loss and other Losses and exposure to risks. If the system platform is unable to operate properly because of the following circumstances and the User is unable to access the Services or place or cancel an order, we assume no liability for any Losses.

8.4 Abnormal Transactions. For abnormal transactions, market fluctuation, price fluctuation, market interruption and other abnormal conditions caused by system failure, network failure, distributed denial of service attacks (DDos), other hacker attacks or other unexpected factors, we have the right to cancel the abnormal transaction results. We may also have further rights to rollback transactions for particular Services.

8.5 User Acknowledgement. While using the Platform, you agree and acknowledge the possibility of discontinuation and disruption of the Services. You further acknowledge and agree that C Link will not be liable for any Losses.

You agree and accept that many circumstances may lead to abnormal transactions, market fluctuation, price fluctuation, market interruptions, and other possible abnormal circumstances. C Link reserves the right to refuse to execute your instructions based on actual circumstances. You understand and agree that C Link shall not be liable for any of your Losses.

8.6 Limitation on Specific Loss Determination. Given that C Link provides standardized services to all Users, C Link cannot reasonably foresee or determine the specific losses ("Losses") that may be incurred by individual Users as a result of any default or breach by C Link. C Link does not impose additional fees for any benefits that Users may derive from utilizing the Platform. Accordingly, to the fullest extent permitted by applicable law, you hereby agree that C Link shall not be liable for any Losses, whether direct, indirect, incidental, consequential, or otherwise, arising out of or related to these Terms, your use of C Link's Services, or any information, content, materials, products (including software) provided by C Link. This limitation of liability applies regardless of whether C Link was advised of the possibility of such Losses in advance.

8.7 Reasonable Efforts. If the Platform or system crashes or cannot be normally used due to a Force Majeure event or other uncontrollable reasons, and as a result, a transaction cannot be completed or relevant information and records are lost, C Link may make reasonable efforts to assist in handling these circumstances. You agree to bear any and all Losses caused by the above circumstances, and C Link shall not be liable to you for any Losses.

### 9. REGISTRATION AND COMPLIANCE WITH APPLICABLE LAWS

9.1 Eligibility for Using C Link Wallet. By completing the registration process or using the services offered by C Link Wallet, you confirm and warrant that you are at least 18 years old, a natural person, legal person, or other organization with the legal capacity to enter into this Agreement and use the Services, as required by Applicable Laws. When using the Platform, you acknowledge that your actions are in a legal and proper manner. We may at our discretion or in coordination with local law enforcement authorities seize, restrict or close your account, fiat currency and Digital Assets as well as report you to any legal or government authority. You also represent that are not listed on any trade embargoes or economic sanctions lists, including but not limited to the UN Security Council Sanctions list, OFAC's Specially Designated Nationals list, or any other similar lists.

You agree that, if you lack the legal capacity, or if you are restricted by law from using our Services, both you and/or your authorized agent (if applicable) will bear all consequences, and we reserve the right to suspend or terminate your account without notice.

9.2 Compliance with Applicable Laws. You agree to comply with all applicable laws, regulations, rules, and policy requirements when using the services provided by C Link Wallet. You represent and warrant that your actions are lawful, your sources of Digital Assets are not from illegal activities, and that you are not listed on any sanctions lists, including but not limited to the FATF, OFAC, or UN Security Council Sanctions lists. C Link reserves the right to select its markets and jurisdictions and may restrict or deny services at its discretion. We may also, at our discretion or in cooperation with law enforcement authorities, seize, restrict, or close your account, fiat currency, and digital assets, and report any suspicious activities to legal or governmental authorities.

9.3 Compliance with KYC and Anti-Money Laundering Regulations. You must adhere to all applicable anti-money laundering (AML) regulations in your jurisdiction. Failure to do so may put you and your assets at risk. We are committed to providing safe, compliant, and reputable services, which may include a comprehensive due diligence review, ongoing analysis, and mandatory reporting to relevant regulators. This may include but is not limited to monitoring for any suspicious transactions as well as mandatory reporting to relevant local and international regulators. Please note that this right will extend beyond termination of your relationship with C Link, including the abandonment of your account and/or wallet or any other related applications.

9.4 Purpose of Registration. You confirm and warrant that your registration with C Link Wallet is not for the purpose of violating any applicable laws or regulations, nor for undermining the order of digital asset transactions on the Website.

9.5 Registration Process. You agree to provide accurate and complete information, including a valid email address and mobile phone number, during registration and as required by applicable laws, C Link's privacy policy, and AML regulations. You shall keep your registration information up to date. You acknowledge that C Link may require you to undergo further verification and provide additional information, such as identity card, source of funds, or other documentation, as necessary to comply with legal and regulatory requirements.

9.6 Account Security and Responsibility. You are responsible for maintaining the security of your account, login credentials, financial transaction passwords, and any other information linked to your account. You are solely responsible for any actions taken using your account and will bear the consequences of unauthorized use if you fail to secure your login details. If you suspect unauthorized access to your account, you must promptly notify C Link, so that we may take action to secure your account. However, C Link is not liable for any losses incurred before such action is taken. We shall not ask for any passwords from our Users, nor shall we ask Users to transmit any funds, Digital Assets or Digital Asset addresses that are not listed on the Platform. We shall not be responsible for any Losses caused by transmitting funds, Digital Assets or Digital Asset addresses that are not listed on the Platform.

9.7 Use of Services. C Link Wallet provides an online platform for digital asset transactions but does not participate as a buyer or seller in these transactions. You have the right to browse digital asset information, submit transaction instructions, and complete transactions through C Link. You must not interfere with the normal operation of the C Link Wallet, engage in any illegal activities, or use the services in a way that harms the rights of others. C Link reserves the right to modify, suspend, or terminate its services at any time and may delete content that violates laws or these terms without prior notice.

C Link also reserves the right to refuse registration if you do not meet the eligibility criteria or to revoke your account if it is discovered that the user is not the original registrant. C Link may also require you to update or correct your information if it is found to be incorrect, incomplete, or invalid.

C Link is a product which has been developed by UAB Cambix, a Crypto-Asset Service Provider (CASP) licensed in Lithuania. We ensure that we safeguard your ownership rights to the digital assets in your wallet, and under no circumstances will we use your digital assets for our own account, even in the case of insolvency.

### **10. PRIVACY POLICY**

Please refer to our C Link Privacy Policy for information about how we collect, use, and disclose your personal data and information.

### **11. NOTICES**

11.1 Form of Notice. We may modify the Terms at any time at our sole discretion. If we do so, we'll let you know either by publishing the modified Terms on the Site, by providing you a notice through our services, or through other methods of communication which we deem reasonable such as email. The modified Terms will be effective at the time they are posted on the Site. It's important that you review the Terms whenever we modify them. If you continue to use the Services after we have modified the Terms, you are agreeing to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not use the Services.

As our Services are evolving over time we may change or discontinue any part of our Services, at any time and without notice, at our sole discretion.

11.3 Languages. Notices shall generally be in English unless otherwise instructed. If there are any discrepancies between the English language version of the Terms or any such communications and any translation of the Terms or such communications (as applicable) in a foreign language, the English version shall prevail.

15

## **12. INDEMNIFICATION**

12.1 General. Each User irrevocably and unconditionally agrees to indemnify and hold harmless C Link and their respective shareholders, officers, directors, employees, agents, affiliates, subsidiaries, and successors (each an "Indemnified Party") from and against any and all claims, disputes, demands, liabilities, losses, damages, costs, and expenses, including but not limited to reasonable legal, accounting fees, court costs, and attorneys' fees, arising out of or in any way connected with: (a) the User's activities as a User; (b) the User's access to or use of the Platform, Services or Content; (c) the User's User Content or unauthorized use of any Third-Party Materials; (d) the User's breach of the terms of the Agreement or violation of any applicable local laws or regulations; and any negligence or willful misconduct. For clarity, if C Link or any Indemnified Party suffers any Losses as a result of your breach of the Terms, you shall be liable for compensation of all Losses.

12.2 Interest. C Link reserves the right to assume the exclusive defense of any claim for which it is entitled to indemnification under this section. In such event, the user shall provide C Link with the necessary cooperation as reasonably requested. The user further agrees to pay interest on any amounts required for indemnification from the date of demand until full payment is received by the Indemnified Party, at a rate reasonably determined by C Link.

12.3 Cooperation. Additionally, if C Link requests, the user must: (a) appear and defend, at their own cost, any action brought against C Link in connection with the user's individual or collective liability under these Terms;
(b) sign any documents reasonably required by C Link to give further effect to this indemnification obligation; (c) coordinate, cooperate and share information with C Link regarding any investigation by any regulatory authority or similar body into their conduct associated with these Terms, in a prompt manner.

12.4 Application of Indemnification. You agree that the provisions of this section: (a) shall continue in full force and effect relating to any instructions we receive before we give you notice that we will not accept further instructions; and (b) are unconditional, irrevocable, and survive termination of all matters and dealings between you and C Link and are not impaired or hindered by any act, omission, matter or thing that may discharge or impair the indemnification, but for this clause.

### **13. LIMITATIONS OF LIABILITY**

13.1 Limitations of Liability. Except as otherwise required by law, in no event shall C Link, our affiliates, directors, members, employees, or agents, be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses resulting from:

- 1. Loss of income;
- 2. Loss of transaction profits or contractual losses;
- 3. Disruption of the business;
- 4. Loss of expected currency losses;
- 5. Loss of information;
- 6. Loss of opportunity, damage to goodwill, or reputation;
- 7. Damage or loss of data;
- 8. Cost of purchasing alternative products or services;
- 9. The User's access to or use of or inability to access or use the Services;
- 10. Any conduct or content of any third party on the Services, including without limitation, any defamatory, offensive, or illegal conduct of other Users or third parties;
- 11. Any content obtained from the Services;
- 12. Unauthorized access, use, or alteration of the User's transmissions or content.

WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR SERVICES OR C LINK PRODUCTS AND MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM C LINK, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE IN PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO C LINK'S DOCUMENTATION, RECORDS, OR SERVICES.

For clarity, these limitations on liability apply regardless of whether or not such loss or damage may reasonably be foreseen by us and regardless of whether or not we are notified in advance of the possibility of such loss or damage. The items listed above are independent of each other, and no single exclusion shall be construed to limit any other exclusion.

C Link's aggregated liability in connection with these Terms shall not exceed the greater of \$150 US dollars or the fees C Link received from you in the 12 months immediately preceding the event giving rise to the liability.

13.2 No Warranties. C Link does not make any warranties and commitments in connection with any of the following, with regards to the Platform and Site:

- Our Services will satisfy the needs of the Users;
- Our Services will be uninterrupted or without any faults, provided in a timely manner, or free from error or omission, consistency, accuracy, reliability, and applicability to a specific purpose, of the services provided by C Link Wallet;
- Any products, services, information, or other materials purchased or obtained by Users through C Link Wallet and/or our Services will meet the Users' expectations;
- All information, programs, texts, data, and other materials contained in C Link's Services are completely safe and free from interference and/or damage by any malicious programs;
- All information, products and business of any third party linked to the C Link Wallet, as well as any other forms
  of content that do not belong to C Link;
- All calculations are verified by C Link, and the corresponding calculation methods will be published on the Platform, but C Link makes no warranties that its calculations will be free from errors or interference;
- The stability of the market, meaning that the price and value of digital assets may fluctuate or collapse at any time. The transaction of digital assets is based on your personal free will and decision and therefore you shall assume any and all risks and losses that may possibly arise therefrom.

13.3 C Link's Right of Refusal to Compensate. You acknowledge and agree that C Link has the right to refuse to compensate you for the following situations: We reasonably believe that your behavior on C Link Wallet or its services may involve any illegal, fraudulent, malicious or unethical behavior; you unreasonably or incorrectly believe that the loss is caused by C Link; any other Losses not caused by or attributed to C Link.

13.4 Further Limitations of Liability. To the maximum extent permitted by Applicable Laws, C Link is only liable in the following situations:

In the case of negligence, C Link is only liable for breach of material contractual obligations;

Except for intentional breach of contract, C Link's liability is limited to the amount of damages normally foreseeable at the time of the conclusion of these Terms. You are obligated to inform C Link of the relevant risks, potential damages, and subsequent potential abnormal or additional Losses.

13.5 Nature of Relationship. You understand and agree that the relationship between you and us; any actions taken under these Terms, or any other related matters do not create any fiduciary, trustee, or equitable obligations on our part towards you, even if we possess superior knowledge of the market or specific transactions. Additionally, we are not bound by any duties that would require us to assume responsibilities beyond those expressly stated in these Terms, nor are we restricted from executing any actions outlined within these Terms.

13.6 No Financial Advice. C Link is not your broker, intermediary or advisor and has no obligation to you in connection with any transactions or other decisions or activities effected by you using the Platform. No communication or information provided to you by C Link or any of its affiliates or Third Party Partners is intended as, or shall be considered as, investment advice, financial advice, or any other sort of advice.

You are solely responsible for determining whether any transaction is appropriate for you according to your personal financial circumstances and risk tolerance, and you shall be solely responsible for any loss or liability therefrom.

Before making the decision to buy, hold or sell any Digital Asset, you should conduct your own due diligence prior to making any investment decision. You should also consult legal or tax professionals regarding your specific situation regarding potential tax liability. C Link does not recommend that any Digital Asset should be bought, sold, or held by you.

C Link will not be held responsible for the decisions you make regarding Digital Assets based on the information provided by C Link.

## **14. GOVERNING LAW**

14.1 General. These Terms, your use of the Services, any claim, counterclaim or dispute of any kind or nature whatsoever arising out of these Terms, directly or indirectly ("Dispute"), shall be governed by, and construed under the laws of the Lithuania without regard to the principles of conflicts of laws thereof.

## **15. DISPUTE RESOLUTION**

15.1 Dispute Resolution Method. You acknowledge and agree that in the event of any Dispute or claim, you will first follow C Link's complaints policy outlined in section 17 below in a genuine attempt to resolve the issue.

15.2 Arbitration. You expressly acknowledge and agree that any dispute, claim, or controversy arising out of or relating to your use of the Services, which are incapable of being amicably resolved following the complaints process, shall be resolved through binding arbitration exclusively, in accordance with the London Centre for International Arbitration ("LCIA") Rules, which are deemed to be incorporated by reference into this clause, seated in London, unless otherwise agreed between the user and C Link. The language used in the arbitration shall be English. Matters pertaining to any proceedings or any subsequent award shall remain confidential and the details may not be released into the public domain.

15.3 Class Action Waiver: Users expressly waive any right to participate in or initiate group arbitration proceedings or class action lawsuits related to any disputes or claims arising from their use of the Platform and both you and we agree that any claims made against the other shall be brought on an individual basis only. No claims shall be consolidated unless by prior mutual agreement between the user(s) and C Link.

YOU ARE ENTITLED TO OPT OUT OF AND NOT BE BOUND BY THE ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER CLAUSE PROVIDED YOU SEND WRITTEN NOTICE TO OPT OUT BY RAISING A SUPPORT TICKET FROM THE SUPPORT SECTION ON THE PLATFORM WITHIN THIRTY (30) DAYS OF REGISTERING YOUR C LINK WALLET ACCOUNT.

15.4 Limited Discovery. You agree that C Link shall not be required to give general discovery of documents, but may be required only to produce specific, identified documents which are relevant and material to the outcome of the Dispute.

### **16. GENERAL PROVISIONS**

16.1 Acceptance of all Terms and Conditions. By accessing C Link, the Platform and Site through any means or using any or all of the Services, you agree that you understood and accepted these Terms, and all relevant transactions and operational rules in connection with the Services, and you agree to be legally bound by the terms. C Link may modify the Terms at any time at our sole discretion. The modified Terms will be effective at the time they are posted on the Site. If you continue to use the Services after we have modified the Terms, you are agreeing to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not use C Link, the Platform, or the Services. Make sure to read all C Link terms and conditions, privacy policy[-ies], and relevant transactional and operational rules (as amended from time to time) published on the Third Party Platforms. Access and use of the Services is only allowed after you have read, understood and agreed to all relevant rules.

16.2 Severability. If any provision of these Terms is found to be invalid, illegal, or unenforceable under any applicable law, rule, or regulation in any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired. The invalid, illegal, or unenforceable provision shall be interpreted and modified to the minimum extent necessary to accomplish the objectives of the provision to the greatest extent possible under any applicable law. This shall apply without affecting the validity, legality, or enforceability of such provision in any other jurisdiction, and the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

16.3 Assignment. You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and void. Neither C Link's approval of a third party nor Your use of a third party shall relieve You from responsibility under these Terms. You shall be fully responsible for any and all acts and omission of such third parties. We may freely assign or transfer these Terms without restriction.

16.4 Modification. We reserve the right to change or modify the terms and conditions contained in the Terms, including but not limited to any policy or guideline of the Platform, at any time and at our sole discretion. We may provide notice of these changes by posting the revised Terms and changing the "Last updated" date at the top of the Terms, or by emailing Users at their provided email addresses, or by any other means as determined by us at our sole discretion. Any changes or modifications will be effective immediately upon posting the revisions on the Site, or at the instant that we transmit the information. These changes will apply at that instant to all then current and subsequent use of or access to the Platform. You waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this platform acts as acceptance of such changes or modifications the Terms to ensure that you understand the terms and conditions that apply to your access to, and use of, the Services.

16.5 Complete Understanding. These Terms set forth the complete understanding of the parties concerning the subject matter hereof and supersedes all prior understandings and communications relating thereto. No other document provided to C Link that is different from, inconsistent with, or in addition to the Terms of Service set forth herein will be binding upon the Parties regarding C Link, the Platform and Site, and its Services, and what is stated herein. You represent and warrant that all information disclosed to C Link in connection with these Terms are true, accurate, and complete.

16.6 Electronic Communications. Communications between you and C Link use electronic means, whether made via the Platform or Services or sent via e-mail, or whether C Link posts notices on the Platform or Services. For contractual purposes, you (1) consent to receive communications from C Link in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that C Link provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

16.7 Final Interpretation. C Link has the sole and final discretion of interpretation of these Terms.

# **17. CONTACT AND COMPLAINTS**

To ensure business continuity, we have a highly responsive customer service team dealing with support tickets raised from the Platform.

17.1 For any queries or questions, you should read our FAQ's section in the first instance. If you still need to speak to us, then you can contact us by raising a support ticket on the Platform.

17.2 For any complaints, please contact us by any means detailed in 17.1, with a clear description of the issue and with the title 'Complaint', including your account information and supporting documentation. Any incomplete information may delay resolution of your complaint.

17.3 We will acknowledge your complaint within 2 hours, and we will then investigate the matter to try to find a resolution. We aim to resolve complaints within 3 days of our acknowledgment email, however, for more complex issues, it may take us longer to investigate and resolve the issue. C Link is not liable for any consequential or perceived Losses should there be any delays in resolving your complaint, and you hereby accept that delays can occur and you shall not have any enhanced rights or claims due to any delay in investigating, or ultimately resolving, your complaint.