

Terms of Service

These Terms of Service, together with all documents and additional terms expressly incorporated by reference (including any applicable “**Tool-Specific Terms**” defined below), and any other terms and conditions or other agreements (collectively, these “**Terms**”) by Alpha Global Reserve Limited (hereinafter referred to as “**AGRL**”, “**we**”, or “**us**”) or provided to you or the company or other legal entity you represent (“**you**” or “**your**”), are entered into by and between AGRL and you, concerning your access to and use of the AlphaToken website(s) (including but not limited to xaua.alphatoken.com), AGRL’s web applications, mobile applications, and all related sites linked thereto by AGRL and/or its affiliates (collectively, the “**Site**”, together with any materials and services available therein, and successor sites or applications thereof) and the Services (defined in Section 2.1).

By clicking “I Agree” (or similar language) to accept these Terms, by otherwise acknowledging these Terms, or by otherwise accessing or using the Site or Services, you accept and agree to be bound by and comply with these Terms. If you do not agree to these Terms, you must not access or use the Site or Services.

Please read these terms carefully to ensure you understand each provision.

1. Modifications to these Terms

We reserve the right, in our sole and absolute discretion, to modify these Terms from time to time, and at any time, without prior notice to you. All such modifications are effective immediately unless we state otherwise in the amended Terms. Continued use of the Site and Services constitutes acceptance of the amended Terms. If you do not agree to the Terms (as may be amended from time to time), you must forthwith stop using the Site and Services.

2. Use of Services

2.1 Services: The Site provides relevant information and, subject to you meeting eligibility requirements, successfully completing AGRL’s onboarding process, and possessing the ability to access certain services and tools operated by AGRL (collectively, the “**Services**”), provides relevant functionality.

2.2 Conditions: As a condition to accessing or using the Services or the Site, you irrevocably represent and warrant to AGRL as follows:

2.2.1 If you are entering into these Terms as an individual, you are of legal age in the jurisdiction of your residence and have full legal capacity to enter into and be bound by these Terms; if you are entering into these Terms on behalf of an entity,

you must have the full legal power and authority to accept these Terms on behalf of that entity, in which case “you” (except for this paragraph) means that entity;

2.2.2 You are not a national or a resident of, or a company incorporated under the laws of or conducting business in, any country(ies) listed in Schedule 1;

2.2.3 Neither you, nor any entity directly or indirectly controlled by you, nor any person acting on your behalf, is subject to sanctions administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control, the U.S. Department of State or any other governmental authority with jurisdiction over the Company and Purchaser, or similar authorities;

2.2.4 You are not a person or entity identified on the Denied Persons, Entity or Unverified Lists of the U.S. Department of Commerce’s Bureau of Industry and Security;

2.2.5 You have not and will not use VPN software or any other privacy or anonymization tools or techniques to circumvent or attempt to circumvent any restrictions applicable to the Services; and

2.2.6 Your access to the Services is not (a) prohibited by, and does not violate or assist you in violating, any applicable domestic or foreign laws, rules, statutes, regulations, by-laws, agreements, codes, decrees, or other directives, requirements, or guidelines (collectively, “**Applicable Laws**”); or (b) contributing to or facilitating any illegal activity.

2.3 As a condition to accessing or using the Services or the Site, you acknowledge, understand, and agree as follows:

2.3.1 The Site and Services may be inaccessible or inoperable from time to time for any reason, including but not limited to:

- (a) equipment malfunctions;
- (b) periodic maintenance procedures or repairs that AGRL or any of its suppliers or contractors may undertake from time to time;
- (c) causes beyond AGRL’s control or which AGRL could not reasonably foresee;
- (d) disruptions and temporary or permanent unavailability of underlying blockchain infrastructure;
- (e) unavailability of third-party service providers or external partners for any reason; or
- (f) AGRL, in our sole and absolute discretion, determines that market volatility or instability poses a risk to the operation of the Site and/or Services or the protection of the users;

2.3.2 We reserve the right, in our sole and absolute discretion, to disable, suspend, restrict, or modify access to the Site and/or Services at any time, with or without cause, including but not limited to:

- (a) any breach of these Terms;
- (b) where we reasonably believe that any of your representations and warranties may be untrue or inaccurate; or
- (c) for any other reason or no reason whatsoever.

We shall not be liable for any loss or damage you may suffer as a result of the Site or Services being inaccessible at any time or for any reason;

2.3.3 The Services may evolve, which means AGRL may apply changes, replace, or discontinue (temporarily or permanently) the Services at any time in its sole and absolute discretion;

2.3.4 The general price information provided on the Site is for reference only and does not represent an offer, a solicitation of an offer, nor does it constitute any advice or recommendation to transact with AGRL;

2.3.5 AGRL does not act as an agent for you or any other user of the Site and Services;

2.3.6 You bear full responsibility for your use of the Services, including all of your transfers of digital assets and the custody and control of digital assets;

2.3.7 To the maximum extent not prohibited by Applicable Laws, we do not owe any fiduciary duties or liabilities to you or any other party; to the extent any such duties or liabilities may exist at law or in equity, you hereby irrevocably waive, eliminate, and release us from those duties and liabilities;

2.3.8 You are solely responsible for reporting and paying any applicable taxes in any applicable jurisdiction related to your use of the Services; and

2.3.9 We have no control over, and assume no liability for, the delivery, quality, safety, legality, or any other aspect of any digital assets that you may transfer to or from a third party. We are not responsible for ensuring that an entity with which you transact completes the transaction or is authorized to do so, and if you experience problems with a digital asset transaction using the Services, you bear the risk solely.

2.4 As a condition to accessing or using the Services or the Site, you undertake as follows:

2.4.1 When using the Services, you will only transfer assets that legally belong to you and were legally obtained;

2.4.2 You will comply with all Applicable Laws when using the Services, and you will not use the Site or Services if the laws of your country or any other Applicable Laws prohibit / restrict you from doing so;

2.4.3 Any assets you use in relation to the Services are owned by you, or you have obtained valid authorization to use such assets. You are solely responsible for any losses or damages you may incur as a result of your failure to maintain the security of the devices you use to access the Site and/or Services, including but not limited to loss or theft of your assets resulting from unauthorized access to your accounts;

2.4.4 You are solely responsible for your legal, compliance and tax obligations, and we do not advise on any legal, compliance and tax matters related to your use of the Services;

2.4.5 You acknowledge that we are not a wallet provider, exchange, broker, dealer, or financial institution, and we do not have custody or control over your assets at any time;

2.4.6 In addition to complying with all restrictions, prohibitions, and other provisions of these Terms, you will at all times (a) ensure that all information you provide on the Site and during the use of the Services is current, complete, and accurate, and (b) maintain the security and confidentiality of private keys associated with your public Ethereum address, passwords, API keys, private keys associated with your Service account, and all other related credentials.

3. Fees and Price Estimates

When using the Services, you are required to pay all fees (including transaction costs / gas fees) necessary to interact with Ethereum or any other applicable blockchain, as well as any other fees reflected on the Site when using the Services. Where relevant, although we attempt to provide accurate fee information, such information reflects our estimates of fees, and actual fees may vary due to the use of the Services and interaction with Ethereum or any other applicable blockchain(s).

4. No Professional Advice or Fiduciary Duties

Unless otherwise stated, all information provided in connection with your access to and use of the Site and Services is for informational purposes only and should not be construed as professional advice (including legal, compliance, tax, financial, or investment advice). No information provided through the Site or Services constitutes a solicitation, offer, or recommendation to buy or sell any specific digital

asset or to engage in any particular transaction or investment strategy. You should not take, or refrain from taking, any action based on any information contained on the Site or any other information we provide from time to time (including but not limited to blog posts, articles, links to third-party content, newsletters, tutorials, tweets, and videos). Before making any financial, legal, tax, or other decisions involving the Services, you should seek advice from an independent professional qualified in that area. These Terms do not intend to and do not create or impose any fiduciary duties on us. You further agree that the only duties and obligations we owe to you are limited to those expressly set forth in these Terms.

5. Prohibited Activities

You may not utilize the Site and/or Services to engage in the following categories of activities (“**Prohibited Uses**”). The specific activities described below are representative but not exhaustive of all Prohibited Uses. If you are uncertain as to whether your use of the Site and/or Services involves a Prohibited Use or have other questions about how these requirements apply to you, please contact us at help@alphatoken.com.

By using the Site and/or Services, you confirm that you will not use the Site and/or Services to engage in any of the following acts:

5.1 Violating any Applicable Laws, including but not limited to any relevant and/or applicable anti-money laundering and counter-terrorist financing laws and sanctions programs;

5.2 Engaging in transactions involving items that infringe or violate any copyright, trademark, right of publicity, privacy, or any other proprietary right under Applicable Law, including but not limited to: selling, distributing, or accessing pirated music, movies, software, or other materials without appropriate authorization from the rights holder; using AGRL’s (including its affiliates’) intellectual property, name, or logo (including use of AGRL’s trademarks or service marks) without express consent from AGRL or in a manner that harms AGRL and/or its affiliates; or any action implying a false endorsement by or association with AGRL and/or its affiliates;

5.3 Using the Site and/or Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site and/or Services, or that could damage, disable, overburden, or impair the functioning of the Site or Services in any manner;

5.4 Engaging in activities that violate any Applicable Laws, rules, or regulations regarding the integrity of trading markets, including (but not limited to) manipulative tactics commonly known as “spoofing” and “wash trading”;

5.5 Circumventing any content filtering techniques, security measures, or access controls employed by AGRL on the Site and/or the Services, including but not limited to through the use of a VPN;

5.6 Using any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Site and/or Services or extract data, or introducing any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism, or other harmful material into the Site and/or Services;

5.7 Providing false, inaccurate, or misleading information when using the Site and/or Services, or engaging in activity designed to defraud AGRL, its affiliates, other users of the Services, or any other person;

5.8 Using or accessing the Site and/or Services to transmit or exchange assets that are the direct or indirect proceeds of any criminal or fraudulent activity (including but not limited to terrorism or tax evasion);

5.9 Using the Site and/or Services in a manner that we determine, in our sole discretion, is libelous, profane, obscene, pornographic, sexually explicit, indecent, vulgar, sexually harassing, stalking, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable, or that is likely or intended to incite, threaten, facilitate, promote, or encourage hatred, racial discrimination, or acts of violence against others;

5.10 Using the Site and/or Services from a jurisdiction that we determine, in our sole discretion, is prohibited/restricted from using the Site and/or Services;

5.11 Harassing, abusing, or harming another person or entity, including AGRL’s and/or its affiliates’ officers, employees and/or service providers; impersonating another user of the Services or otherwise falsifying identity;

5.12 Engaging in activities that violate any Applicable Laws, rules, or regulations of any relevant jurisdiction; or

5.13 Encouraging, inducing, or assisting any third party to engage in, or attempting to engage in yourself, any activity prohibited by this Section 5 or any other provision of these Terms.

6. Content

You hereby grant us a royalty-free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish, and distribute, in any form, medium, or manner, any content that becomes available to other users as a result of your use of the Site or Services (collectively, “**Your Content**”), including but not limited to for promoting AGRL, its affiliates, the Services, or the Site. You represent and warrant that: (a) you own “Your Content” or have the right to grant the rights and licenses in these Terms; (b) “Your Content” and our licensed use of “Your Content” does not and will not in the future violate, misappropriate, or infringe the rights of any third party.

7. Ownership

Any AGRL’s names, logos, and other marks used on the Site or as part of the Services are trademarks owned by AGRL, its affiliates, or its applicable licensors. You may not copy, imitate, or use them without the prior written consent of AGRL or the applicable licensor, and these Terms do not grant you any rights in these trademarks. You may not remove, obscure, or alter any notices displayed in the Services.

8. Third-Party Services

The Services may enable you to access or view links to other World Wide Web or accessible sites, applications, or resources, and may enable you to access, download, or otherwise interact with content, services, applications, and/or resources provided by third parties (e.g., eligible crypto wallet providers and blockchain networks) that are not owned or controlled by AGRL (collectively, “**Third-Party Services**”), and certain features of the Services may require you to register for or otherwise use Third-Party Services. You acknowledge and agree that AGRL is not responsible for the availability of such Third-Party Services, and AGRL does not endorse and is not responsible or liable for any content, advertising, products, or other materials available on Third-Party Services. You further acknowledge and agree that AGRL shall not be responsible or liable in any way, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any Third-Party Services (including but not limited to your use of or reliance on any content, goods, or services available on or through any Third-Party Services), the Site and/or the Services.

Your access to and/or use of any Third-Party Services, including but not limited to any interactions or transactions you conduct with, on, or through

any Third-Party Services, is subject to the applicable Third-Party Services' terms and conditions and/or other terms you obtain or agree to when connecting to such Third-Party Services, and any transaction and/or interaction with Third-Party Services exists solely between you and the applicable third party. If you access or use Third-Party Services, you do so at your own risk, and you understand that these Terms do not apply to your use of such Third-Party Services. You expressly release us, and waive any and all claims against us, present and future, from any and all liability arising from your use of or reliance on any Third-Party Services, the Site and/or the Services.

9. Modification, Suspension, and Termination

We may, in our sole and absolute discretion, with or without notice to you, modify, suspend, or disable (temporarily or permanently) the Site and/or Services, in whole or in part, for any reason at any time. We also reserve the right to terminate or restrict your access to the Site and/or Services, in whole or in part, immediately and without notice, for any reason or no reason, including, without limitation, if we believe you have violated these Terms or any Applicable Laws. Upon termination of your access rights, your right to use the Site and/or Services will immediately cease. We shall not be liable for any loss or damage you may suffer as a result of any modification to any Site and/or Services, or any modification, suspension, or termination of your access to the Site and/or Services in whole or in part for any reason. Regardless of the reason for expiration or termination, the provisions that by law or by their nature should survive termination, shall survive the termination of your access to the Site or Services.

10. Assumption of Risk

10.1 By utilizing the Services or interacting with the Site in any way, you represent and warrant that you understand the inherent risks associated with the internet, cryptographic systems and blockchain-based networks, including the use and complexity of digital assets such as Ether (ETH) and other digital assets, including but not limited to any coins/tokens issued by AGRL and/or its affiliates, Ethereum blockchain tokens, and systems interacting with blockchain-based networks. AGRL does not own or control any underlying software constituting the blockchain networks. Generally, the underlying software of blockchain networks (including the Ethereum blockchain) is open source, and anyone can use, copy, modify, and distribute it. By using the Site and/or Services, you acknowledge and agree that: (a)

AGRL is not responsible for the operation of the underlying software and networks of the Site and/or Services; (b) there is no guarantee regarding the functionality, security, or availability of such software and networks; (c) the underlying networks are subject to sudden changes in operating rules (commonly known as “forks”), which may have a material impact on the Site and/or Services. Blockchain networks use public/private key cryptography. You are solely responsible for protecting your private keys. We cannot access your private keys. Losing control of your private keys will permanently and irreversibly deny you access to your digital assets on the Ethereum blockchain or other blockchain-based networks. Neither AGRL nor any other person or entity can retrieve or protect your digital assets. If your private keys are lost, you will not be able to transfer your digital assets to any other blockchain address or wallet. If this occurs, you will not be able to realize any value or utility from the digital assets you hold.

10.2 The Site and/or Services and your digital assets may be subject to one or more regulatory inquiries or regulatory actions, which may impede or limit AGRL’s ability to continue providing its proprietary software, potentially impeding or limiting your ability to access or use the Site and/or Services. We assume no liability for any such regulatory action or its effects on you.

10.3 You acknowledge and understand that cryptography is an evolving field, and code breaking or other technical advances (such as the development of quantum computers) may present risks to digital assets and the Site and/or Services, and may result in the theft or loss of your digital assets or that your digital assets will not be stolen or lost. Where possible, we intend to update software developed or owned by AGRL related to the Site and/or Services to incorporate additional security measures required to address risks presented by technical advances, but such intention does not guarantee or otherwise ensure the complete security of the Site and/or Services.

10.4 You understand that the Ethereum blockchain and other blockchain-based networks are still in the development stage, creating technical and security risks when using the Site and/or Services, as well as uncertainties regarding digital assets and transactions thereof. You acknowledge that the cost of transacting on the Ethereum blockchain and other blockchain-based networks may be variable and may increase at any time, affecting any activity taking place on the Ethereum blockchain or other blockchain-based networks, which may result in price fluctuations or increased costs when using the Site and/or Services.

10.5 You acknowledge that the Site and/or Services may contain defects, bugs, or errors, and you are solely responsible for evaluating any code provided by the Services and/or the Site. This warning and other warnings provided by AGRL in

these Terms do not constitute a continuing obligation to alert you to all potential risks of utilizing the Services or accessing the Site.

10.6 Although we intend to provide accurate and timely information on the Site and during your use of the Services, the Site and other information available when using the Services may not always be entirely accurate, complete, or current, and may also contain technical inaccuracies or typographical errors. In an effort to continue providing you with as complete and accurate information as possible, information may be changed or updated from time to time and at any time without notice, including but not limited to information regarding our policies. Accordingly, you should verify any information before relying on it, and all decisions based on information contained on the Site and/or Services are your sole responsibility. No representation is made as to the accuracy, completeness, or fitness for a particular purpose of any price information published through the Site or while using the Services. Prices and pricing information may be higher or lower than prices on platforms providing similar services.

10.7 Any use of or interaction with the Site and/or Services requires a comprehensive understanding of applied cryptography and computer science to appreciate the inherent risks mentioned above. You represent and warrant that you possess the relevant knowledge and skills. References to any type of digital asset on the Site or during the use of the Services do not imply our endorsement or disapproval of the technology underlying such digital asset, and should not be used as a substitute for your understanding of the specific risks of each digital asset.

10.8 Use of the Site and/or Services may carry financial risk. digital assets and decentralized protocols are highly experimental, risky, and volatile. Transactions related to the Site and/or Services are irreversible, final, and non-refundable. You acknowledge and agree that your access to and use of the Site and/or Services is at your own risk. You should carefully consider whether such transactions are suitable for you in light of your circumstances and financial resources. You represent that you possess sufficient knowledge, market sophistication, professional advice, and experience to evaluate the merits and risks of any transaction related to the Site and/or Services. You accept all consequences of using the Site and/or Services, including the risk that you may indefinitely lose access to your digital assets. All transaction decisions are made independently by you. Notwithstanding anything in these Terms, we assume no liability to you for your use of the Site and/or Services, and shall in no event be liable to you for any financial or other loss, direct or indirect, which you may suffer.

10.9 We must comply with Applicable Laws, which may require us to take certain actions or provide information upon request by government agencies, which may

not be in your best interest and may occur without notice to you. We are not liable to you for any action we take or omit to take in order to comply with any Applicable Laws.

10.10 You understand that the Site and/or Services are still in the development stage, which creates technical, transaction-related, and other risks when using the Site and/or Services. These risks include, but are not limited to: delays in trades, withdrawals, and deposits due to AGRL or any other service operator's servers being offline; incorrect display of information on the Site in the event of server errors; or rollbacks of transactions using the Services in the event of server errors. You acknowledge that these risks may have a material impact on transactions you conduct using the Site and/or Services, which may result in (among other things) the inability to execute trades at your desired price or at all.

10.11 The tax and/or regulatory treatment of digital assets and transactions involving digital assets is uncertain and may vary by jurisdiction. You are solely responsible for determining what taxes and/or regulations, if any, apply to your use of the Site and/or Services and your transactions, and for reporting, withholding, and remitting any such taxes to the appropriate tax authorities.

10.12 You hereby assume and agree that AGRL assumes no duty or liability for the risks described in this Section 10 and the Terms. You hereby irrevocably waive, release, and forever discharge AGRL, its affiliates, and their respective shareholders, members, directors, officers, employees, agents and representatives, suppliers, and contractors from all current and future claims (whether known or unknown to you) arising out of any of the risks described in this Section 10 and the Terms.

11. Indemnification

You hereby irrevocably undertake to defend, fully indemnify, and hold harmless AGRL, its affiliates, and its and their respective shareholders, members, directors, officers, managers, employees, lawyers, agents, representatives, suppliers, and contractors (collectively, "**Indemnified Parties**") from and against any claims, demands, lawsuits, actions, proceedings, investigations, liabilities, damages, losses, costs, or expenses (including but not limited to all legal fees on a solicitor-client basis) arising out of or related to: (a) your use of or conduct in connection with the Site and/or Services; (b) digital assets associated with any wallet, Ethereum or other applicable blockchain address; (c) any feedback or user content (if any) you provide to AGRL regarding the Site and/or Services; (d) your breach of any of these Terms; and/or (e) your infringement or misappropriation of the rights of any person or

entity. If you are obligated to indemnify any Indemnified Party, AGRL (or the applicable Indemnified Party at its discretion) will have the right, in its sole discretion, to control any action or proceeding and to determine whether AGRL wishes to settle and on what terms, and you irrevocably undertake to fully cooperate, at your sole cost and expense, with AGRL in the defense.

12. Disclosures; Disclaimers

AGRL does not operate a virtual asset trading platform, a digital asset or derivatives exchange, nor does it provide trade execution, settlement, or clearing services. Therefore, AGRL has no oversight, involvement, or control over the transactions you conduct using the Site, Services and/or tools. Any secondary trading between users is executed directly peer-to-peer between users' Ethereum or other applicable blockchain addresses via smart contracts.

You are responsible for complying with all Applicable Laws governing your use of the Site, Services and/or tools. You understand that AGRL is not registered, licensed, or regulated under any securities exchange and/or applicable securities laws in any jurisdiction. AGRL does not own or control the underlying software protocols related to Ethereum or other applicable blockchains. Typically, decentralized protocols are open source, and anyone can use, copy, modify, and distribute them. AGRL is not responsible for the operation of decentralized protocols, and AGRL makes no guarantee regarding their functionality, security, or availability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND SERVICES (AND ANY OF THEIR CONTENT OR FUNCTIONALITY) PROVIDED BY OR ON BEHALF OF US ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM, AND YOU HEREBY IRREVOCABLY WAIVE, ANY REPRESENTATIONS, CONDITIONS, OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OR ARISING FROM STATUTE, COMMON LAW, COURSE OF DEALING, OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO IMPLIED OR STATUTORY WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, AVAILABILITY, RELIABILITY, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT THE SITE AND/OR SERVICES (INCLUDING ANY DATA RELATED THERETO) WILL BE UNINTERRUPTED, AVAILABLE

AT ANY PARTICULAR TIME, OR ERROR-FREE. FURTHERMORE, WE DO NOT WARRANT THAT ERRORS IN THE SITE OR SERVICES ARE CORRECTABLE OR WILL BE CORRECTED.

YOU ACKNOWLEDGE THAT YOUR DATA ON THE SITE MAY BE IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE FOR VARIOUS REASONS, AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACKS (DDOS), SOFTWARE FAILURES, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL (INCLUDING MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT), PROTOCOL CHANGES BY THIRD-PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENTS OR OTHER DISASTERS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES WITHIN OR OUTSIDE OUR CONTROL.

IF THE APPLICABLE LAW OF THE JURISDICTION IN WHICH YOU RESIDE PROHIBITS THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES OR LIABILITIES, THEN PORTIONS OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW, BUT SHALL REMAIN IN EFFECT TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AGRL (TOGETHER WITH ITS AFFILIATES, INCLUDING ITS AND ITS AFFILIATES' RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, LEGAL REPRESENTATIVES, AGENTS, REPRESENTATIVES, SUPPLIERS, OR CONTRACTORS) BE LIABLE FOR ANY AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SITE AND/OR SERVICES (AND ANY OF THEIR CONTENT AND FUNCTIONALITY), ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, YOUR ASSETS, OR ANY TOOLS, SERVICES, OR OTHER ITEMS PROVIDED BY OR ON BEHALF OF AGRL, WHETHER BASED ON CONTRACT LAW, TORT LAW (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, RESTITUTION, STRICT LIABILITY, OR OTHER LEGAL THEORY, EXCEEDING THE LOWER OF: (A) ONE THOUSAND U.S. DOLLARS (\$1,000), OR (B) THE NET AMOUNT OF

TOKEN MINTING / BURNING FEES (EXCLUDING ALL UNDERLYING ASSET COSTS AND/OR TRANSACTION / GAS / LOGISTICS FEES) PAID BY YOU TO, AND ACTUALLY RECEIVED BY AGRL, UNDER THESE TERMS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY CLAIM (IF ANY).

IN NO EVENT SHALL AGRL (TOGETHER WITH ITS AFFILIATES, INCLUDING ITS AND ITS AFFILIATES' RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, LEGAL REPRESENTATIVES, AGENTS, REPRESENTATIVES, SUPPLIERS, OR CONTRACTORS) BE LIABLE TO YOU FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR (B) LOSS OF PROFITS, REVENUE, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SITE AND/OR SERVICES, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR THE CONDUCT OR STATEMENTS OF ANY THIRD PARTY ON OR THROUGH THE SERVICES.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE TERMS EXCLUDES OR LIMITS AGRL'S LIABILITY FOR: (i) DEATH OR PERSONAL INJURY CAUSED BY AGRL'S NEGLIGENCE; (ii) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (iii) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY CONTRACT UNDER APPLICABLE LAWS OF HONG KONG. FOR DAMAGES CAUSED BY AGRL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE FOREGOING LIABILITY CAP APPLIES TO THE FULLEST EXTENT PERMITTED BY LAW.

14. General Information

14.1 Privacy Notice. Please refer to our "Privacy Notice" for information regarding how we collect, use, share, and otherwise process information about you.

14.2 Consent to Electronic Delivery. You agree to receive electronically all communications, agreements, documents, receipts, notices, and disclosures (collectively, "**Communications**") that we provide in connection with these Terms or any Site and/or Service-related process. You agree that we may provide Communications to you by posting them on the Site or by emailing them to the email address you provided when using the Services (if any). You should retain

copies of our Communications by printing paper copies or saving electronic copies. You may also contact us regarding Site and/or Service-related questions, complaints, or claims via help@alphatoken.com.

14.3 Remedies. Any rights or remedies of AGRL set forth in these Terms are in addition to, and not in substitution for, any other rights or remedies provided under these Terms, Applicable Law, law, or equity. Failure or delay by AGRL in exercising any right, power, or privilege under these Terms shall not be deemed a waiver of such rights, powers, or privileges.

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

14.5 Force Majeure. We assume no duty or liability for any failure or delay in the performance of the Site or any Service(s), or for any loss or damage you may suffer, resulting from any circumstances or events beyond our control, including but not limited to any flood, abnormal weather conditions, earthquake, or other natural disaster, epidemic, pandemic, quarantine, fire, war, insurrection, riot, labour dispute, accident, government action, communications interruption, power outage, or equipment, internet, cryptographic system, blockchain-based network or software malfunction.

14.6 Assignment. You may not assign or transfer any right to use the Site and/or Services, or any of your rights or obligations under these Terms, without our prior express written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

14.7 Headings. Section headings are for convenience only and shall not be used to limit or interpret the content of such section.

14.8 Entire Agreement. These Terms contain the entire agreement between you and AGRL and supersede all prior and contemporaneous understandings between you and AGRL regarding the Site and Services. For the sake of clarity, regardless of any separate agreement you may have signed when obtaining tokens provided by AGRL (including but not limited to XAUa), these Terms shall apply, and any such other agreements shall remain in full force and effect.

14.9 Interpretation. In the event of any conflict between these Terms and any other agreement you may have with us, unless that other agreement expressly identifies these Terms and states that such other agreement supersedes these Terms, these Terms shall prevail. You acknowledge and agree that you have been advised to seek

independent legal and financial advice before accepting these Terms. Accordingly, the rule of *contra proferentem* shall not apply to the interpretation of these Terms. Each provision shall be interpreted in a fair and reasonable manner, without regard to authorship, and the parties expressly waive any application of *contra proferentem* in relation to these Terms.

14.10 No Third-Party Beneficiaries. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms other than the Indemnified Parties.

14.11 Governing Law. These Terms are governed by the laws of the British Virgin Islands.

14.12 Dispute Resolution. Any dispute, controversy, difference, or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach, or termination thereof, or any dispute regarding non-contractual obligations arising out of or relating to these Terms, shall be resolved by arbitration administered by the South China International Arbitration Center (the “SCIA”) under the SCIA Arbitration Rules in force when the notice of arbitration is submitted. The number of arbitrators shall be one, to be appointed by AGRL. The arbitration proceedings shall be conducted in English.

Schedule 1

List of Excluded Countries

- (1) the United States of America;
- (2) the People's Republic of China;
- (3) North Korea;
- (4) Syria;
- (5) Iran;
- (6) Pakistan;
- (7) Bangladesh;
- (8) Morocco;
- (9) Nepal;
- (10) Albania;
- (11) Barbados;
- (12) Burkina Faso;
- (13) Cambodia;
- (14) Haiti;
- (15) Jamaica;
- (16) Malta;
- (17) Jordan;
- (18) Mali;
- (19) Myanmar;
- (20) Nicaragua;
- (21) Panama;
- (22) Philippines;
- (23) Senegal;
- (24) South Sudan;
- (25) Turkey;
- (26) Uganda;
- (27) Yemen;
- (28) Zimbabwe;
- (29) Cuba;
- (30) Ukraine;
- (31) Qatar;
- (32) Egypt;
- (33) Afghanistan;
- (34) Algeria
- (35) Iraq;
- (36) North Macedonia;
- (37) Tunisia; and
- (38) any other country which prohibits the possession, dissemination or communication of these Terms and/or prohibits participation in initial coin offerings or this token sale.