



## UNENERGY'S TERMS OF USE

**Last Revised Date:** 04/07/2022

These terms and conditions of use (herein after these “**Terms**”) are entered into between you (hereinafter referred to as “**you**”, “**your**” or the “**User**”) and Unenergy (as defined below). By accessing, downloading, using or clicking on accept after filling in the checkbox to approve and/or use any Unenergy’s Services (as defined below), you agree that you have read, understood and accepted all of the terms and conditions stipulated in these Terms as well as our [Unenergy’s Privacy Policy](#). In addition, when using some features of the Services, you may be subject to specific additional terms and conditions applicable to those features.

Please read these Terms carefully as they govern your use of the Services. THESE TERMS CONTAIN IMPORTANT PROVISIONS INCLUDING AN ARBITRATION PROVISION THAT REQUIRES ALL CLAIMS TO BE RESOLVED BY WAY OF LEGALLY BINDING ARBITRATION. The terms of the arbitration provision are set forth in Section VI, “Dispute Resolution”, hereunder. As with any asset, the values of Unenergy’s Crypto Tokens (as defined below) may fluctuate significantly and there is a substantial risk of economic losses when purchasing, selling, holding or investing in Unenergy’s Crypto Tokens and their derivatives. BY MAKING USE OF UNENERGY’S SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: I) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF CRYPTO TOKENS AND THEIR DERIVATIVES; II) YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF UNENERGY’S SERVICES AND TRANSACTIONS OF CRYPTO TOKENS AND THEIR DERIVATIVES; AND III) UNENERGY SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.

By accessing, using or attempting to use Unenergy’s Services in any capacity, you acknowledge that you accept and agree to be bound by these Terms. If you do not agree, do not access Unenergy or utilize Unenergy’s Services.

These Terms should be read in connection with [Unenergy’s Privacy Policy](#), and any other terms or conditions set forth in the Platform for the use of any of Unenergy’s Services, provided that such document specifies its incorporation into these Terms. In the event of any inconsistency between these Terms and any other pages, policies, terms, conditions, licenses, limitations, or obligations contained within the Platform, these Terms shall prevail. In particular, please note that all transactions of Crypto Tokens on Unenergy’s Platform (as defined below) may be subject to fees levied by Unenergy as set out and updated in Unenergy’s Platform.

By creating an Unenergy Depository Wallet on the Platform or by using any of the Services, you acknowledge that you have read, understand, and completely agree to these Terms, as updated and amended from time to time. If you do not agree to be bound by these Terms or with any subsequent



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amendments, changes, or updates, you may not use any of the Services, and if you do use any of the Services you will be bound by these Terms, as amended; your only recourse in the case of your unwillingness to be bound by these Terms is to stop using all of Uenergy's Services.

These Terms may be amended, changed, or updated by Uenergy at any time and without prior notice to you. You should check back often on the Platform to confirm that your copy and understanding of these Terms is current and correct. Your non-termination or continued use of any Services after the effective date of any amendments, changes, or updates constitutes your acceptance of these Terms, as modified by such amendments, changes, or updates.

## I. DEFINITIONS

In these Terms and all documents incorporated herein by reference, the following words will have the following meanings unless otherwise indicated:

**A. “Uenergy” or “Uenergy’s Platform”** refers to an ecosystem comprising Uenergy’s websites (whose domain names include but are not limited to <https://www.unergy.io>), mobile applications, applets and any other applications that are developed to offer Uenergy’s Services. In case of any inconsistency between relevant terms of use of the above platforms and the contents of these Terms, the respective applicable terms of such platforms shall prevail.

**B. “Uenergy’s Corporate Entity”** refers to UNERGY S.A.S. a company duly incorporated under the laws of Colombia, with TAX ID No. 901.372.693 - 8, as the responsible for running Uenergy; for convenience, unless otherwise stated, references to “Uenergy”, “Uenergy’s Platform” and “we” in these Terms specifically mean UNERGY S.A.S. UNDER THESE TERMS, UNERGY S.A.S. MAY CHANGE TO AN OTHER CORPORATE ENTITY UNDER ANOTHER JURISDICTION, AS UNEREGY’S BUSINESS ADJUSTS; IN WHICH CASE, THE CHANGED CORPORATE ENTITY SHALL PERFORM THEIR OBLIGATIONS UNDER THESE TERMS WITH YOU AND PROVIDE SERVICES TO YOU, AND SUCH CHANGE DOES NOT AFFECT YOUR RIGHTS AND INTERESTS UNDER THESE TERMS. ADDITIONALLY, THE SCOPE OF UNERGY’S CORPORATE ENTITY MAY BE EXPANDED DUE TO THE PROVISION OF NEW UNERGY’S SERVICES, IN WHICH CASE, IF YOU CONTINUE TO USE UNERGY’S SERVICES, IT IS DEEMED THAT YOU HAVE



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AGREED TO JOINTLY EXECUTE THESE TERMS WITH THE NEWLY ADDED UENERGY'S CORPORATE ENTITY. IN CASE OF A DISPUTE, YOU SHALL DETERMINE THE ENTITIES BY WHICH THESE TERMS ARE PERFORMED WITH YOU AND THE COUNTERPARTIES OF THE DISPUTE, DEPENDING ON THE SPECIFIC SERVICES YOU USE AND THE PARTICULAR ACTIONS THAT AFFECT YOUR RIGHTS OR INTERESTS.

- C. **“Uenergy’s Services”** refers to various services provided to you by Uenergy that are based on Internet and/or blockchain technologies and offered via Uenergy’s websites, mobile applications, clients and other forms (including new ones enabled by future technological development). Uenergy’s Service include but are not limited to Crypto Tokens trading exchange Platforms, Crypto-to-crypto Trading, Fiat Trading and novel services to be provided by Uenergy.
  
- D. **“Uenergy’s Platform Rules”** refer to all rules, interpretations, announcements, statements, letters of consent and other contents that have been and will be subsequently released by Uenergy, including these Terms, as well as all regulations, implementation rules, product process descriptions, and announcements published in Uenergy’s Platform or within products or service processes.
  
- E. **“Uenergy’s Privacy Policy”** means [Uenergy’s Privacy Policy](#) which are an integral part of these Terms and that can be reviewed.
  
- F. **“Last Revised Date”** means the date of the last version of these Terms as Uenergy reserves the right to alter, revise, modify, and/or change these Terms at any time.
  
- G. **“Users”, “you” or “your”** refer to all individuals, institutions or organizations that access, download or use Uenergy or Uenergy’s Services and who meet the criteria and conditions stipulated by Uenergy. If there exist other agreements for such entities as developers, distributors, market makers, and Crypto Tokens exchanges, such agreements shall be followed.



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- H. “**Crypto Tokens**” refer to encrypted or digital tokens or cryptocurrencies with a certain value that are based on blockchain and cryptography technologies and are issued and managed in a decentralized form.
- I. “**Uenergy’s Crypto Tokens**” refer to Crypto Tokens that have been issued by Uenergy.
- J. “**Crypto Tokens Wallet**” means a software application (or other mechanism) that provides a means for holding, storing, and transferring Crypto Tokens, including a User’s Crypto Tokens Address, Crypto Tokens balance, and cryptographic keys.
- K. “**Crypto Tokens Address**” means an alphanumeric identifier that represents a potential destination for a Crypto Tokens transfer, which typically is associated with a User’s Crypto Tokens Wallet.
- L. “**Uenergy’s Depository Wallet**” means a non-Crypto Tokens Wallet through Uenergy’s Platform, where Uenergy will be the custodian of the User's Crypto Tokens.
- M. “**Fiat**” means the money or currency of any country or jurisdiction that is: i) designated as legal tender; and ii) circulated, customarily used, and accepted as a medium of exchange in the country or jurisdiction of issuance.
- N. “**Reserves**” means traditional currency (or Fiat) and cash equivalents held by Uenergy to support some of Uenergy’s Crypto Token.



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- O. “Uenergy’s Accounts”** refer to the foundational virtual accounts, including main accounts and subaccounts, which are opened by Uenergy for Users to record on Uenergy their usage of Uenergy’s Services, transactions, asset changes and basic information. Uenergy’s Accounts serve as the basis for Users to enjoy and exercise their rights on Uenergy.
  
- P. “Crypto Tokens Convert Service”** refers to the conversion that Users may use to acquire Uenergy’s Crypto Tokens in exchange of other Crypto Tokens, directly with Uenergy
  
- Q. “Crypto-to-crypto Trading”** refers to spot transactions in which one Crypto Token is exchanged for another Crypto Token (whether or not they are Uenergy’s Crypto Tokens).
  
- R. “Fiat Trading”** refers to spot transactions in which Crypto Tokens are exchanged for Fiat currencies or vice versa.
  
- S. “KYC”** refers to the “know-your-customer” process that Uenergy has put in place before entering into a business relationship or conducting transactions with its Users. As part of this process, Uenergy may do anything that it deems necessary in order to identify Users, verify their identity, scrutinize and investigate User transactions, or comply with any applicable Law or regulation.
  
- T. "AML"** means anti-money laundering, including all Laws applicable to the Users or Uenergy prohibiting money laundering or any acts or attempted acts to conceal or disguise the identity or origin of; change the form of; or move, transfer, or transport, illicit proceeds, property, funds, Fiat, or Crypto Tokens, including but not limited to the promotion of any unlawful activity such as fraud, tax evasion, embezzlement, insider trading, financial crime, bribery, cyber theft or hack, narcotics trafficking, weapons proliferation, terrorism, or economic sanctions violations, which may also require internal controls to detect, prevent, report, and maintain records of suspected money laundering or terrorist financing.



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- U. **"Anti-Corruption"** means all Laws applicable to the Users or Uenergy, prohibiting corruption or bribery of government officials, kickbacks, inducements, and other related forms of commercial corruption or bribery.
  
- V. **"Counter-Terrorist Financing"** means all Laws applicable to the Users or Uenergy, in combating the financing of terrorism.
  
- W. **"Laws"** means all laws, statutes, orders, regulations, rules, treaties, and/or official obligations or requirements enacted, promulgated, issued, ratified, enforced, or administered by any government that apply to you or Uenergy.
  
- X. **"Sanctions List"** means the "Specially Designated Nationals and Blocked Persons" ("SDN") List and the Non-SDN List, including the "Sectoral Sanctions Identifications List", published by the Office of Foreign Assets Control ("OFAC") of the United States of America (the "US"); the Section 311 Special Measures for Jurisdictions, Financial Institutions, or International Transactions of Primary Money Laundering Concern published by FinCEN; and, any other foreign terrorist organization or other sanctioned, restricted, or debarred party list published by the FIA, or under Economic Sanctions, AML, or CTF Laws of or by Governments of the US, the British Virgin Islands, the United Nations, or any other jurisdiction or Government, as applicable to you or to the Site, as amended, supplemented, or substituted from time to time.
  
- Y. **"Restricted Location"** means any country or locations designated by Uenergy where Uenergy Services will not be provided on a full or limited basis.

## II. GENERAL PROVISIONS

### A. About These Terms



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1. Contractual Relationship: These Terms constitute a legal agreement and create a binding contract between you and Uenergy's Corporate Entity.

2. Supplementary Terms: Due to the rapid development of Crypto Tokens and Uenergy, these Terms between you and Uenergy's Corporate Entity do not enumerate or cover all rights and obligations of each party, and do not guarantee full alignment with needs arising from future development. Therefore, Uenergy's Privacy Policy and all other agreements entered into separately between you and Uenergy are deemed supplementary terms that are an integral part of these Terms and shall have the same legal effect. Your use of Uenergy's Services is deemed your acceptance of the above supplementary terms.

3. Changes of these Terms: Uenergy reserves the right to change or modify these Terms in its discretion at any time. Uenergy will notify such changes by updating these Terms on its website (unenergy.io) and modifying the Last Revised Date displayed on this page. All modifications or changes to these Terms will become effective upon publication on the website or release to the Users. Therefore, your continued use of Uenergy's Services and Uenergy's Platform is deemed as your acceptance of the modified agreement and rules of these Terms. If you do not agree to any changes to these Terms, you must stop using Uenergy's Services and Uenergy's Platform immediately. You are recommended to frequently review these Terms to ensure your understanding of the terms and conditions that apply to your access to and use of Uenergy's Services and Uenergy's Platform.

4. Prohibition of Use: By accessing and using Uenergy's Services and Uenergy's Platform, you represent and warrant that you have not been included in any Sanctions List. Uenergy reserves the right to choose markets and jurisdictions to conduct business, and may restrict or refuse, in its discretion, the provision of Uenergy's Services or Uenergy's Platform in certain countries or regions.

By accessing and using Uenergy's Services and Uenergy's Platform you may not: i) use Uenergy's Platform or any of Uenergy's Services in order to disguise the origin or nature of illicit proceeds of, or to further, any breach of applicable Laws, or to transact or deal in, any contraband Crypto Tokens, Fiat, funds, property, or proceeds; ii) use Uenergy's Platform or any of Uenergy's Services if any applicable Laws, including but not limited to AML Laws, Counter-Terrorist Financing Laws, Anti-Corruption Laws, prohibit, penalize, sanction, or expose Uenergy's Platform to liability for any of



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Uenergy's Services furnished or offered to you or any of your Crypto Tokens Wallet or Crypto Tokens Address under these Terms; iii) use Uenergy's Platform or any of Uenergy's Services to evade taxes under Laws applicable to you; iv) use Uenergy's Platform or any of Uenergy's Services with anything other than Fiat, funds, keys, property, or Crypto Tokens that have been legally obtained by you and that belong to you; v) use Uenergy's Platform or any of Uenergy's Services to interfere with or subvert the rights or obligations of Uenergy or the rights or obligations of any other third party; vi) take advantage of any technical glitch, malfunction, failure, delay, default, or security breach on Uenergy's Platform or any of Uenergy's Services; vii) use Uenergy's Platform or any of Uenergy's Services to engage or attempt to engage in wash trading, spoofing, fictitious trading or price manipulation; viii) use Uenergy's Platform or any of Uenergy's Services to enter orders or quotes in any Crypto Token market with the intent to disrupt, or with reckless disregard for the adverse impact on, the orderly conduct of trading or the fair execution of transactions; ix) use Uenergy's Platform or any of Uenergy's Services to enter orders or quotes in any Crypto Token market with the intent of creating the false impression of market depth or market interest; x) falsify any account, Crypto Tokens Wallet, or Crypto Tokens Address registration, exchange, or administration details provided to Uenergy, impersonate another User or misrepresent your affiliation with a User; xi) falsify or materially omit any information or provide misleading or inaccurate information requested by Uenergy, including at registration or during the course of administering any of Uenergy's Services to you; xii) cause injury to, or attempt to harm, Uenergy or any third party through your access to Uenergy's Platform or any of Uenergy's Services; xiii) have more than one account and more than one Crypto Tokens Wallet on Uenergy's Platform or any of Uenergy's Services, or use any Crypto Tokens Wallet on a one-time, 'throwaway' basis; or xiv) violate, cause a violation of, or conspire or attempt to violate these Terms or applicable Laws.

## B. Uenergy Description

As an important part of Uenergy's Platform, Uenergy mainly serves as a global online platform for Crypto Token's issuer and trading exchange, and provides Users with a trading platform, technical services and other Crypto Tokens-related services. As explained next, Users must register and open an Uenergy's Account with Uenergy, and deposit Crypto Tokens into their Uenergy's Account prior to use any of Uenergy's Services. Users may, subject to the restrictions set forth in these Terms, apply for the withdrawal of Crypto Tokens.

Although Uenergy has been committed to maintaining the accuracy of the information provided through Uenergy's Services, Uenergy cannot and does not guarantee its accuracy, applicability, reliability, integrity, performance or appropriateness, nor shall Uenergy be liable for any loss or damage that may be caused directly or indirectly by your use of Uenergy's Services or Uenergy's Platform. The information



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about Uenergy's Services and Uenergy's Platform may change without notice, and the main purpose of providing such information is to help Users make independent decisions. Uenergy does not provide investment or consulting advice of any kind, and is not responsible for the use or interpretation of information on Uenergy or any other communication medium. All Users of Uenergy's Services and Uenergy's Platform must understand the risks involved in Crypto Tokens and are recommended to exercise prudence and trade responsibly within their own capabilities.

### C. Uenergy's Account Registration

1. **Registration:** All Users must apply for a Uenergy's Account at Uenergy's Platform before using Uenergy's Services. When you register a Uenergy's Account, you must provide the information identified as requested by Uenergy, and accept these Terms, Uenergy's Privacy Policy, and any other Uenergy's Platform Rules. Uenergy may refuse, in its discretion, to open a Uenergy's Account for you. You agree to provide complete and accurate information when opening a Uenergy's Account, and agree to timely update any information you provide to Uenergy to maintain the integrity and accuracy of the information. Each User may maintain only one main Uenergy's Account at any given time.
2. **Eligibility:** By registering to use a Uenergy's Account, you represent and warrant that: i) as an individual, you are at least 18 or are of legal age to form a binding contract under applicable Laws; ii) as an individual, legal person, or other organization, you have full legal capacity and sufficient authorizations to enter into these Terms; iii) you have not been previously suspended or removed from using Uenergy's Platform or Uenergy's Services; iv) you do not have an existing Uenergy's Account; v) you are not resident, located in or otherwise attempting to access Uenergy's Platform or Uenergy's Services from, or otherwise acting on behalf of a person or legal entity that is resident or located in, a Restricted Location; vi) if you act as an employee or agent of a legal entity, and enter into these Terms on their behalf, you represent and warrant that you have all the necessary rights and authorizations to bind such legal entity and to access and use Uenergy's Platform and Uenergy's Services on behalf of such legal entity; and vii) your use of Uenergy's Platform and the Uenergy's Services will not violate any and all Laws and regulations applicable to you or the legal entity on whose behalf you are acting, including but not limited to regulations on AML, Anti-Corruption, and Counter-Terrorist Financing.



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Please note that there are legal requirements in various countries which may restrict the products and services that Unergy can lawfully provide. Accordingly, some products and services and certain functionality within Unergy's Platform may not be available or may be restricted in certain jurisdictions or regions or to certain Users. You shall be responsible for informing yourself about and observing any restrictions and/or requirements imposed with respect to the access to and use of Unergy's Platform and Unergy's Services in each country from which Unergy's Platform and Unergy's Services are accessed by you or on your behalf. Unergy's Corporate Entity reserve the right to change, modify or impose additional restrictions with respect to the access to and use of Unergy's Platform and Unergy's Services from time to time at their discretion at any time without prior notification.

3. User Identity Verification: Your registration of an Unergy's Account will be deemed your agreement to provide required personal information for identity verification. Such information will be used to verify Users' identity, identify traces of money laundering, terrorist financing, fraud and other financial crimes through Unergy, and for other lawful purposes stated by Unergy. We will collect, use and share such information in accordance with Unergy's Privacy Policy. In addition to providing such information, you agree to allow us to keep a record of that information during the period for which your Unergy's Account is active and within five (5) years after your Unergy's Account is closed, in compliance with global industry standards on data storage. You also authorize Unergy to conduct necessary investigations directly or through a third party to verify your identity or protect you and/or Unergy from financial crimes, such as fraud. The information we require to verify your identity may include, but is not limited to, your name, email address, contact information, phone number, username, government-issued ID, date of birth, and other information collected during Unergy's Account registration. When providing the required information, you confirm it is true and accurate. After registration, you must ensure that the information is true, complete, and timely updated when changed. IF THERE ARE ANY GROUNDS FOR BELIEVING THAT ANY OF THE INFORMATION YOU PROVIDED IS INCORRECT, FALSE, OUTDATED OR INCOMPLETE, UENERGY RESERVES THE RIGHT TO SEND YOU A NOTICE TO DEMAND CORRECTION, DIRECTLY DELETE THE RELEVANT INFORMATION, AND, AS THE CASE MAY BE, TERMINATE ALL OR OF UENERGY'S SERVICES THAT ARE BEING PROVIDE FOR YOU. If Unergy is unable to reach you with the contact information you provided, you shall be fully liable for any loss or expense caused to Unergy during your use of Unergy's Services. You hereby acknowledge and agree that you have the obligation to update all the information if there is any change. By registering an Unergy's Account, you hereby authorize Unergy to conduct investigations that Unergy considers necessary, either directly or through a third party, to verify your identity or protect you, other users and/or Unergy from fraud or other financial crimes, and to take necessary actions based on the results of such investigations. You also acknowledge and agree that your personal information may be disclosed to credit bureaus and agencies for fraud prevention or financial crime prevention, which may respond to our investigations in full.



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4. Uenergy's Account Usage Requirements: An Uenergy's Account can only be used by the account registrant. Uenergy reserves the right to suspend, freeze or cancel the use of your Uenergy's Account. If you suspect or become aware of any unauthorized use of your username and password, you should notify Uenergy immediately. Uenergy assumes no liability for any loss or damage arising from the use of your Uenergy's Account or any third party with or without your authorization.

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

You should be solely responsible for keeping safe your Uenergy's Account and password, and be responsible for all the transactions under your Uenergy's Account. Uenergy assumes no liability for any loss or consequences caused by authorized or unauthorized use of your Uenergy's Account credentials, including but not limited to information disclosure, information release, consent or submission of various rules and agreements by clicking on the website, online agreement renewal, among others. By creating an Uenergy's Account, you hereby agree that: i) you will notify Uenergy immediately if you are aware of any unauthorized use of your Uenergy's Account and password or any other violation of security rules; ii) you will strictly abide by all mechanisms or procedures of Uenergy regarding security, authentication, trading, charging, and withdrawal; and iii) you will take appropriate steps to logout from your Uenergy's Account at the end of each visit.

### III. UENERGY'S SERVICES

#### A. About Uenerg's Services

1. Guideline: Upon completion of the registration and identity verification for your Uenergy's Account, you may use Uenergy's Services, including but not limited to Crypto Tokens Convert Service, Fiat Trading, Crypto-to-Crypto Trading, Crypto Tokens Wallet, and Uenergy Depositary Wallet (as



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specifically described below), in accordance with the provisions of these Terms, Uenergy's Platform Rules and other individual agreements. Uenergy in the rendering of Uenergy's Services has the right to: i) provide, modify or terminate, in its discretion, any of Uenergy's Services; and ii) allow or prohibit some Users' to use any of Uenergy's Services in accordance with these Term and Uenergy's Platform Rules.

Uenergy has the exclusive authority to determine which Crypto Tokens are listed on the platform and may add or remove Crypto Tokens from Uenergy's Platform in its sole discretion, from time to time. In respect of such additions or removals Uenergy may, but is not obliged to, notify Users in advance, and Uenergy shall have no liability to Users in connection with such additions or removals.

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

These Terms only grant a limited license to access and use Uenergy's Services. Therefore, you hereby agree that when you use Uenergy's Services, Uenergy does not transfer Uenergy's Services, Uenergy's Platform, the ownership or intellectual property rights of any of Uenergy's property to you or anyone else. All the text, graphics, user interfaces, visual interface, photos, sounds, process flow diagrams, computer code (including html code), programs, software, products, information and documents, as well as the design, structure, selection, coordination, expression, look and feel, and layout of any content included in the services or provided through Uenergy's Services, are exclusively owned, controlled and/or licensed by Uenergy.

Uenergy owns any feedback, suggestions, ideas, or other information or materials about Uenergy, Uenergy's Services or Uenergy's Platform that you provide through any means enabled by Uenergy. You hereby transfer all rights, ownership and interests of any feedback, suggestions, ideas, or other information or materials and all related intellectual property rights to Uenergy. You have no right and hereby waive any request for acknowledgment or compensation based on any feedback, suggestions, ideas, or other information or materials, or any modifications based on them.

3. Restriction: When you use Uenergy's Services, you agree and undertake to comply with the following provisions:



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- a. During the use of Uenergy's Services, all activities you carry out should comply with the requirements of applicable Laws and regulations, these Terms, and any other guideline of Uenergy.
- b. Your use of Uenergy's Services should not violate public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using Uenergy's Services.
- c. You agree not to use Uenergy's Services for market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether prohibited by Law).
- d. Without written consent from Uenergy, the following commercial uses of Uenergy's Services data are prohibited:
  1. Trading services that make use of Uenergy's Services quotes or market bulletin board information.
  2. Data feeding or streaming services that make use of any market data of Uenergy's Services.
  3. Any other websites/apps/services that charge for or otherwise profit from (including through advertising or referral fees) market data obtained from Uenergy's Services.
- e. Without prior written consent from Uenergy, you may not modify, replicate, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any copyright statement or label, or license, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any part of the properties, or create their derivative works or otherwise take advantage of any part of the properties derived from Uenergy's Services.
- f. Under your use of Uenergy's Services you may not: i) use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of Uenergy's Services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through Uenergy's Services; ii) attempt to access any part or function of the properties without authorization, or connect to Uenergy's Services, Uenergy's Platform or any Uenergy's servers or any other systems or networks of any Uenergy's Services provided through the services by hacking, password mining or any other unlawful or prohibited means; iii) probe, scan or test the vulnerabilities of Uenergy's Services or any network connected to the properties, or violate any security or authentication measures on Uenergy's Services or Uenergy's Platform; iv) reverse look-up, track or seek to track any information of any other Users or visitors of Uenergy's Services; v) take any actions that imposes an unreasonable or disproportionately large load on the



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infrastructure of systems or networks of Uenergy's Services or Uenergy's Platform, or the infrastructure of any systems or networks connected to Uenergy's Services; vi) use any devices, software or routine programs to interfere with the normal operation of Uenergy's Services or any transactions on Uenergy's Services, or any other User use of Uenergy's Services; vii) forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to Uenergy; or viii) use Uenergy's Services in an illegal way.

4. Violations: By accessing Uenergy's Services and Uenergy's Platform, you agree that Uenergy has the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions under relevant regulations without your consent or prior notice. Examples of such actions include, but are not limited to: i) blocking and closing order requests; ii) freezing your Uenergy's Account; iii) reporting the incident to the authorities; iv) publishing the alleged violations and actions that have been taken; and v) deleting any information you published that are found to be violations.

5. Withdrawals and Deposits: In the course of processing and sending any withdrawals, or when processing and receiving deposits, Uenergy may be required to share your User information with other contractual third parties, including financial institutions, or as required under applicable Laws or demanded upon a lawful request by any government authority. You hereby irrevocably grant full permission and authority for Uenergy to share this information with such contractual third parties, or as required under applicable Laws or demanded upon a lawful request by any government authority, and release Uenergy from any liability, error, mistake, or negligence related thereto. You accept all consequences of sending Crypto Tokens, including Uenergy's Crypto Tokens off of Uenergy's Platform. Crypto Token transactions are not reversible, once you have sent Crypto Tokens to an Crypto Tokens Address, whether intentionally or by a fraudulent or accidental transaction, you accept the risk that you may lose access to, and any claim on, those Crypto Tokens indefinitely or permanently.

## B. Uenergy's Crypto Tokens

All of Uenergy's Services revolve around Uenergy's Crypto Tokens, and are designed to allow Users to acquire and exchange them. Uenergy's Crypto Tokens may be used, kept, or exchanged online wherever



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Users and third parties are willing to accept them. Uenergy's Crypto Tokens shall have the characteristics and representations set forth in Uenergy's Platform and in the corresponding whitepaper on which their issuance is based. Uenergy may issue different kinds of Uenergy's Crypto Tokens, among which there will be those represented by a Fiat currencies (hereinafter "Uenergy's Crypto Tokens Stablecoins"), which shall entitle the holder to redeem them before Uenergy in accordance with the provisions of these Terms and Uenergy's Platform.

**IMPORTANT NOTE:** UENERGY'S CRYPTO TOKENS ARE NOT LEGAL TENDER AND ARE NOT BACKED BY ANY GOVERNMENT.

1. Uenergy's Crypto Tokens Stablecoin: Uenergy will issue Uenergy's Crypto Tokens Stablecoins, which may be used, kept, or exchanged online wherever Users and third parties are willing to accept them. Uenergy's Crypto Tokens Stablecoins are 100% backed by Uenergy's Reserves and, in this matter, are denominated in a range of a Fiat currency; e.g. if you are entitled with Uenergy's Crypto Tokens Stablecoins represented in Colombian Pesos (COP\$), your Uenergy's Crypto Tokens Stablecoins are 1-to-1 pegged to COP\$, which mean that if you are entitled with Uenergy's Crypto Tokens Stablecoins represented by COP\$ 100.000, Uenergy holds Reserves valued at COP\$ 100.000 to back those Uenergy's Crypto Tokens Stablecoins.

The composition of the Reserves used to back Uenergy's Crypto Tokens Stablecoins is within the sole control and at the sole and absolute discretion of Uenergy. Uenergy's Crypto Tokens Stablecoins are completely backed by Uenergy's Reserves in the corresponding Fiat currency, but Uenergy's Crypto Tokens Stablecoins are not Fiat currencies themselves. Uenergy WILL NOT issue Uenergy's Crypto Tokens Stablecoins in representation of other Crypto Tokens (for example, bitcoin); only Fiat currencies will be accepted upon issuance.

IN ORDER TO CAUSE UENERGY'S CRYPTO TOKENS STABLECOINS TO BE REDEEMED DIRECTLY BY UENERGY, YOU MUST BE A VERIFIED USER OF UENERGY'S PLATFORM. NO EXCEPTIONS WILL BE MADE TO THIS PROVISION. THE RIGHT TO HAVE UENERGY'S CRYPTO TOKENS STABLECOINS REDEEMED IS A CONTRACTUAL RIGHT PERSONALLY TO YOU AS A USER OF UENERGY'S PLATFORM. UENERGY RESERVES THE RIGHT TO DELAY THE REDEMPTION OR WITHDRAWAL OF UENERGY'S CRYPTO TOKENS STABLECOINS IF SUCH DELAY IS NECESSITATED BY THE ILLIQUIDITY OR UNAVAILABILITY OR LOSS OF ANY RESERVES HELD BY UENERGY TO BACK UENERGY'S CRYPTO TOKENS STABLECOINS.

You acknowledge that Uenergy may delay or suspend Uenergy's Crypto Tokens Stablecoins redemption under various circumstances, including but not limited to: i) in the event that Uenergy determines that you have engaged in a prohibited use Uenergy's Services or Uenergy's Platform; ii) when Uenergy is directed to do so upon a lawful request by any government authority; iii) if your Crypto Tokens Wallet is subject to pending litigation, investigation, or government proceedings; or



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iv) when Uenergy believes that someone is attempting to gain unauthorized access to your Crypto Tokens Wallet.

### C. Specific Uenergy's Services

As mentioned above, the main Uenergy's Services set up on Uenergy's Platform, without being limited to them, are: i) Crypto Tokens Convert Service; ii) Fiat Trading; iii) Crypto-to-Crypto Trading; iv) Crypto Tokens Wallet; and v) Uenergy Depository Wallet.

1. Crypto Tokens Convert Service: Upon completion of the registration and identity verification for your Uenergy's Account, you may be able to make use of Uenergy's Crypto Tokens Convert Services, which enable Users to acquire Uenergy's Crypto Tokens in exchange of other Crypto Tokens directly with Uenergy. Users may provide Uenergy with a request to convert one Crypto Token into an Uenergy's Crypto Token, which Uenergy may, in its sole discretion, elect to accept or reject. Prior to conducting Crypto Tokens Convert Service, Users may separately read and agree to the user agreements with a third party exchange provider and its fees, as well as the business rules of such third party exchange provider, and (if necessary) open an account on such third party exchange provider; which will be shown explicit in Uenergy's Platform when the Crypto Tokens Convert Service is carried out by a User. Also, Users shall comply with any other specific Uenergy's Platform Rules related to Fiat Trading.

For the conversion between a Crypto Token for an Uenergy's Crypto Token, Users may place a market order to Uenergy, by specifying the type and amount of the Crypto Token to be converted into an Uenergy's Crypto Token. Uenergy will determine, in its sole discretion, the price to be converted which will have both the Crypto Token and Uenergy's Crypto Token, which will be done taking as a reference the market price of both. Uenergy may either accept or reject a User market order for the Crypto Tokens Convert Service at its sole discretion, depending on market conditions and other factors at the relevant time.

2. Fiat Trading: Upon completion of the registration and identity verification for your Uenergy's Account, you may conduct Fiat Trading on Uenergy's Platform in order to acquire Uenergy's Crypto Tokens with Fiat, in accordance with the provisions of these Terms and Uenergy's Platform Rules. Prior



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to conducting Fiat Trading, you shall separately read and agree to the user agreements with Uenergy's partnered Over The Counter ("OTC") payment platforms and its fees, as well as the business rules of such partners, and (if necessary) open an account on such OTC payment platforms; which will be shown explicit in Uenergy's Platform when Fiat Trading is carried out by a User. Also, Users shall comply with any other specific Uenergy's Platform Rules related to Fiat Trading.

If you choose to utilize Fiat Trading, you agree that Uenergy's Corporate Entity shall work in collaboration with regulated card acquiring partners to offer such services. A full list of Uenergy's partners can be found in Uenergy's Platform at all times. For the avoidance of doubt please note that Uenergy's Corporate Entity is not a licensed financial services provider, as Crypto Tokens exchange and depository services provided by Uenergy's Corporate Entity are not regulated in its jurisdiction.

3. Crypto-to-Crypto Trading: Upon completion of the registration and identity verification for your Uenergy's Account, you may conduct Crypto-to-Crypto Trading on Uenergy's Platform in order to acquire and exchange Uenergy's Crypto Tokens with other Uenergy's Crypto Tokens or other Crypto Tokens, in accordance with the provisions of these Terms and Uenergy's Platform Rules. Prior to conducting Crypto-to-Crypto Trading, Users may separately read and agree to the user agreements with a third party exchange provider and its fees, as well as the business rules of such third party exchange provider, and (if necessary) open an account on such third party exchange provider; which will be shown explicit in Uenergy's Platform when Crypto-to-Crypto Trading is carried out by a User. Also, Users shall comply with any other specific Uenergy's Platform Rules related to Crypto-to-Crypto Trading.

a. *Orders*: Upon sending an instruction of using Uenergy's Services for Crypto-to-Crypto Trading (an "Order"), your Uenergy's Account will be immediately updated to reflect the open Orders, and your Orders will be included in Uenergy's order book to match other Users' Orders. If one of your Orders fully or partially matches another User's Order, Uenergy will execute an exchange (a "Transaction"). Once the Transaction is executed, your Uenergy's Account will be updated to reflect that the Order has been fully executed and closed, or the Order has been partially executed. The Order will remain incomplete until it is fully executed or canceled, as explained next. To conclude a Transaction, you authorize Uenergy to temporarily control the Crypto Tokens involved in your Transaction.

b. *Cancellations*: For Orders initiated through Uenergy's Services, you may only cancel them before they have been matched with other Users' Orders. Once your Order has been matched with another User's Order, you may not change, revoke or cancel Uenergy's



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authorization to complete the Order. For any partially matched Order, you may cancel the unmatched part of the Order unless such portion has been matched. Uenergy reserves the right to reject any cancellation request related to the Order you have submitted. If your Uenergy's Account does not have sufficient amount of Crypto Tokens to execute an Order, Uenergy may cancel the entire Order, or execute part of the Order with the amount of Digital Currencies you have in your Uenergy's Account. In each case, any Transaction related fees payable to Uenergy are deducted as stated next.

- c. *Fees:* You agree to pay Uenergy the fees specified in Uenergy's Platform, which may be updated at any time in Uenergy's absolute discretion. Any updated fees will apply to any sales or other Transactions that occur following the effective date of the updated fees. You authorize Uenergy to deduct from your Uenergy's Account any applicable fees that you owe under these Terms.

4. Crypto Tokens Wallet: When using Uenergy's Services, User may enable their own Crypto Tokens Wallet with its own Crypto Tokens Address, as long as the Crypto Tokens Wallet third party provider has been pre-approved to be integrated with Uenergy's Platform, at its sole discretion, by Uenergy. Prior to enable their own Crypto Tokens Wallet, Users shall separately read and agree to the user agreements with the Crypto Tokens Wallet third party provider, as well as the business rules of such Crypto Tokens Wallet third party provider, and to open an account on such Crypto Tokens Wallet third party provider.

**IMPORTANT NOTE:** You are solely responsible and liable for any and all trading and non-trading activity your Crypto Tokens Wallet on Uenergy's Platform, and for knowing the true status of your CryptoTokens on your Crypto Tokens Wallet, even if presented incorrectly by Uenergy's Platform at any time. You acknowledge and agree: i) to be fully responsible and liable for your trading and non-trading actions and inactions on Uenergy's Platform and all gains and losses sustained from your use of Uenergy's Services; ii) to be fully responsible for safeguarding access to, and any information provided through Uenergy's Platform and any of Uenergy's Services in reference to your Crypto Tokens Wallet, your Crypto Tokens Address, your private keys, your usernames, your passwords, and your bank account details; and iii) that Uenergy does not have control of, or liability for, any products or services that are purchased or sold by third parties using your Crypto Tokens Wallet and your Crypto Tokens Address. All Crypto Tokens held in a given Crypto Tokens Wallet are controlled by your private key and Crypto Tokens in a Cryptol Tokens Wallet may be stolen or lost and otherwise unrecoverable if the private key is compromised or lost.



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5. Uenergy's Depository Wallet: When using Uenergy's Services, User may use Uenergy's Depository Wallet, which is NOT a Crypto Tokens Wallet and DOES NOT have a Crypto Tokens Address. In this regard, when using Uenergy's Depository Wallet, Uenergy will be the custodian of the User's Crypto Tokens in its own Crypto Tokens Wallet. Nevertheless, Users will be provided with a username and a password in order to use their Uenergy's Depository Wallet through Uenergy's Platform.

**IMPORTANT NOTE:** You are solely responsible and liable for any and all trading and non-trading activity your Uenergy's Depository Wallet on Uenergy's Platform, and for knowing the true status of your CryptoTokens on your Uenergy's Depository Wallet, even if presented incorrectly by Uenergy's Platform at any time. You acknowledge and agree: i) to be fully responsible and liable for your trading and non-trading actions and inactions on Uenergy's Platform and all gains and losses sustained from your use of Uenergy's Services; ii) to be fully responsible for safeguarding access to, and any information provided through Uenergy's Platform and any of Uenergy's Services in reference to your Uenergy's Depository Wallet, your usernames, your passwords, and your bank account details. Uenergy will only be responsible for the custody of your Crypto Tokens in accordance with the orders generated by you in the use of Uenergy's Services.

#### IV. RISK AND LIABILITIES

##### A. Disclaimers of Warranties

To the maximum extent permitted under applicable Law, Uenergy's Services, Uenergy's Platform and any of Uenergy's products provided by or on behalf of Uenergy are offered on an "as is", "where is" and "as available" basis, and Uenergy expressly disclaims, and you waive, any and all other warranties of any kind, whether express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, title or non-infringement or warranties arising from course of performance, course of dealing or usage in trade.

Uenergy may also provide access to features or services that are identified as "beta" or pre-release; without limiting the preceding sentences in this paragraph, you understand that such services are still in development, may have bugs or errors, may be feature incomplete, may materially change prior to a full commercial launch, or may never be released commercially. Uenergy does not represent or warrant that Uenergy's Platform, Uenergy's Services or any of Uenergy's products are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components. Uenergy does not guarantee that any Order will be executed, accepted, recorded or remain open. Except for the express statements,



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agreements and rules set forth in these Terms, you hereby acknowledge and agree that you have not relied upon any other statement or agreement, whether written or oral, with respect to your use and access of Uenergy's Services and Uenergy's Platform. Without limiting the foregoing, you hereby understand and agree that Uenergy will not be liable for any losses or damages arising out of or relating to: i) any inaccuracy, defect or omission of Crypto Tokens price data; ii) any error or delay in the transmission of such data; iii) interruptions in any of such data; iv) regular or unscheduled maintenance carried out by Uenergy, and of Uenergy's Service or Uenergy's Platform interruption and changes resulting from such maintenance; v) any damages incurred by other Users' actions, omissions or violation of these Terms; ) any damage caused by illegal actions of other third parties or actions without the duly authorization of Uenergy; and vii) other exemptions mentioned in disclaimers and other Uenergy's Platform Rules issued by Uenergy.

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

## **B. Disclaimer of Damages and Limitation of Liability**

To the maximum extent permitted by applicable Law, in no event will Uenergy, its affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, profits or other businesses or financial benefits) arising out of Uenergy's Services or Uenergy's Platform, any performance or non-performance of Uenergy's Services or Uenergy's Platform, or any other product, service or other item provided by or on behalf of Uenergy, whether under contract, statute, strict liability or other theory even if Uenergy has been advised of the possibility of such damages except to the extent of a final judicial determination that such damages were a result of Uenergy's gross negligence, fraud, willful misconduct or intentional violation of law. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL THE LIABILITY OF UENERGY, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF SERVICES OFFERED BY OR ON BEHALF OF UENERGY AND ITS AFFILIATES, ANY PERFORMANCE OR NON-PERFORMANCE OF UENERGY'S SERVICES OR UENERGY'S PLATFORM, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY, WILL EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO UENERGY UNDER THESE



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TERMS IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

### **C. Indemnification**

You agree to indemnify and hold harmless Uenergy, their affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to: i) your use of, or conduct in connection with, Uenergy's Services or Uenergy's Platform; ii) your breach or our enforcement of these Terms; or iii) your violation of any applicable Law, regulation, or rights of any third party during your use of Uenergy's Services or Uenergy's Platform. If you are obligated to indemnify Uenergy, their affiliates, contractors, licensors, and their respective directors, officers, employees or agents pursuant to these Terms, Uenergy will have the right, in its sole discretion, to control any action or proceeding and to determine whether Uenergy wishes to settle, and if so, on what terms.

### **D. Risks**

Trading markets in Crypto Tokens are volatile and shift quickly in terms of price, liquidity, market depth, and trading dynamics. Crypto Tokens also are subject to cybersecurity risk, including the risk of a cyberattack or breach. You are solely responsible and liable for any and all trading and non-trading activity on Uenergy's Platform, Uenergy's Depositary Wallet and for your Crypto Tokens Wallet, and for knowing the true status of your Crypto Tokens and your Uenergy's Crypto Tokens on Uenergy's Platform, even if presented incorrectly by Uenergy's Platform at any time. You acknowledge and agree to be fully responsible and liable for your trading and non-trading actions and inactions on Uenergy's Platform and all gains and losses sustained from your use of Uenergy's Services and Uenergy's Platform.

ENERGY DOES NOT PROVIDE ANY INVESTMENT ADVICE OR ADVICE ON TRADING TECHNIQUES, MODELS, ALGORITHMS, OR ANY OTHER SCHEMES.

### **V. TERMINATION**



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## A. Suspension of Uenergy's Account

You agree that Uenergy shall have the right to immediately suspend your Uenergy's Account, freeze or lock the Crypto Tokens or any funds held in such account, and suspend your access to Uenergy's Platform for any reason including if Uenergy suspects that such account is in violation of these Terms, our Privacy Policy, any applicable Laws and regulations, or that you have engaged in a prohibited use Uenergy's Services or Uenergy's Platform. You agree that Uenergy shall not be liable to you for any permanent or temporary modification of your Uenergy's Account, or suspension or termination of your access to all or any portion of Uenergy's Services or Uenergy's Platform. Uenergy shall reserve the right to keep and use the transaction data or other information related to your Uenergy's Account. The above Uenergy's Account controls may also be applied in the following cases: i) when your Uenergy's Account is subject to a governmental proceeding, criminal investigation or other pending litigation; ii) if Uenergy detects unusual activities in your Uenergy's Account; iii) if Uenergy detects unauthorized access to your Uenergy's Account; iv) if Uenergy is required to do so by a court order or command by a regulatory/government authority.

## B. Cancellation of Uenergy's Account

In case of any of the following events, Uenergy shall have the right to directly terminate these Terms by canceling your Uenergy's Account, and shall enjoy the right but not the obligation to permanently freeze or cancel the authorizations gave to your Uenergy's Account on Uenergy, to use Uenergy's Services or Uenergy's Platform and to withdraw the corresponding Uenergy's Account thereof: i) after Uenergy terminates Uenergy's Services to you; ii) if you allegedly register or register in any other person's name as a User again on Uenergy's Platform, directly or indirectly; iii) if the information that you have provided to Uenergy is untruthful, inaccurate, outdated or incomplete; iv) when these Terms are amended, you state your unwillingness to accept the amended Terms by applying for cancellation of your Uenergy's Account or by other means; v) if you request that Uenergy's Services be terminated; and vi) if any other circumstances where Uenergy deems it should terminate Uenergy's Services, under its sole discretion.

If your Uenergy's Account is terminated, the account and transactional information that meet data retention standards will be securely stored for five (5) years. In addition, if a transaction is unfinished during your Uenergy's Account termination process, Uenergy shall have the right to notify your counterparty of the situation at that time.

If Uenergy is informed that any Crypto Tokens or funds held in your Uenergy's Account are stolen or otherwise are not lawfully possessed by you, Uenergy may, but has no obligation to, place an administrative hold on the affected Crypto Tokens or funds and your Uenergy's Account. If Uenergy does



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lay down an administrative hold on some or all of your Crypto Tokens or funds or your Uenergy's Account, Uenergy may continue such hold until such time as the dispute has been resolved and evidence of the resolution acceptable to Uenergy has been provided to Uenergy in a form acceptable to Uenergy. Uenergy will not involve itself in any such dispute or the resolution of the dispute. You agree that Uenergy will have no liability or responsibility for any such hold, or for your inability to withdraw Crypto Tokens or funds or execute trades during the period of any such hold.

### C. Remaining Funds After Uenergy's Account Termination

1. General Provision: Except as set forth in the nexts paragraph below, once an Uenergy's Account is closed/withdrawn, all remaining account balance (which includes charges and liabilities owed to Uenergy) will be payable immediately to Uenergy. Upon payment of all outstanding charges to Uenergy (if any), Users will have five (5) business days to withdraw all Crypto Tokens or funds from canceled Uenergy's Account.
2. Remaining Funds After Uenergy's Account Termination Due to Fraud, Violation of Law, or Violation of These Terms: Uenergy will maintain full custody of the Crypto Tokens, funds and User data/information which may be turned over to governmental authorities in the event of an Uenergy's Accounts' suspension/closure arising from fraud investigations, investigations of violation of Law or violation of these Terms.

### D. Inactive accounts

Notwithstanding any provision of this, Uenergy may provide a written notice requiring you to close all of your open positions and withdraw all of your Crypto Tokens from your Uenergy's Account within thirty (30) days of the notice. In the event that you fail to do so, Uenergy, in its absolute discretion and without prior notice to you, may: i) deem your Uenergy's Account as an inactive account; ii) close any open positions in any of Uenergy's Services; iii) convert the Crypto Tokens hel in you inactive Uenergy's Account to a different type of Crypto Tokens, and Uenergy shall NOT be liable for any loss of profit, tax obligations or any other loss, damage or expense incurred by you resulting from such conversion; iv) charge an inactive Uenergy's Account fee to cover the cost of maintaining the assets by Uenergy; and v) close inactive Uenergy's Accountt at any time, and Uenergy will not be liable for any loss, damage or



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expense incurred by you as a result of the closure of an inactive Uenergy's Account unless there was fraud or willful default by Uenergy.

## VI. DISPUTE RESOLUTION

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

### A. Notice of Claim and Dispute Resolution Period

PLEASE CONTACT UENERGY FIRST! Uenergy wants to address your concerns without resorting to formal legal proceedings, if possible. If you have a dispute with Uenergy, then you should contact Uenergy and a ticket process number will be assigned to you. Uenergy will attempt to resolve your dispute internally as soon as possible. You agree to negotiate with Uenergy in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).

In the event the dispute cannot be resolved satisfactorily, and you wish to assert a legal claim against Uenergy, then you agree to set forth the basis of such claim in writing in a "Notice of Claim," as a form of prior notice to Uenergy. The Notice of Claim must; i) describe the nature and basis of the claim or dispute; ii) set forth the specific relief sought; iii) provide the original ticket process number; and iv) include your Uenergy's Account email. The Notice of Claim should be submitted to an email address or hyperlink provided by Uenergy in Uenergy's Platform. After you have provided the Notice of Claim to Uenergy, the dispute referenced in the Notice of Claim may be submitted by either Uenergy or you to arbitration in accordance with the next paragraph of these Terms, below. For the avoidance of doubt, the submission of a dispute to Uenergy for resolution internally and the delivery of a Notice of Claim to Uenergy are prerequisites to commencement of an arbitration proceeding (or any other legal proceeding). During the arbitration, the amount of any settlement offer made by you or Uenergy shall not be disclosed to the arbitrator.



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## B. Agreement to Arbitrate and Governing Law

You and Uenergy's Corporate Entity agree that any dispute, claim, or controversy between you and Uenergy (and/or Uenergy's Corporate Entity) arising in connection with or relating in any way to these Terms or to your relationship with Uenergy (and/or Uenergy's Corporate Entity) as a user of Uenergy's Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) will be determined by mandatory final and binding individual (not class) arbitration. You and Uenergy (and/or Uenergy's Corporate Entity) further agree that the arbitrator shall have the exclusive power to rule, including without limitation any objections with respect to the existence, scope or validity of the Agreement to Arbitrate, or to the arbitrability of any claim or counterclaim. The arbitration provisions set forth in this Section will survive termination of these Terms.

The arbitration shall be subject to the Arbitration and Conciliation Center of the Bogotá Chamber of Commerce (*Centro de Arbitraje y Conciliación de la Cámara de Comercio de Bogotá*), in accordance with its rules (the "Rules"). The arbitration will be administered by the Arbitration and Conciliation Center of the Bogotá Chamber of Commerce. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Governing Law: These Terms (including this arbitration agreement) shall be governed by, and construed in accordance with, the Laws of Republic of Colombia. Seat of Arbitration: The seat of the arbitration shall be Bogotá, Colombia. Place of Hearing: The location of any in-person arbitration hearing shall be Bogotá, Colombia, unless otherwise agreed to by the parties. Language: the language of the arbitration should be english, unless otherwise agreed to by the parties.

If we request arbitration against you, we will give you notice at the email address or mailing address you have provided. You agree that any notice sent to this email or mailing address shall be deemed effective for all purposes, including without limitation to determinations of adequacy of service. It is your obligation to ensure that the email address and/or mailing address on file with Uenergy is up-to-date and accurate.

## C. Class Action Waiver

You and Uenergy agree that any claims relating to these Terms or to your relationship with Uenergy as a User of Uenergy's Services and Uenergy's Platform shall be brought against the other party in an arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You and Uenergy further agree to waive any right for such claims to be brought,



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heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable Law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of all parties, including Uenergy.

#### **D. Modifications**

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

### **VII. MISCELLANEOUS**

#### **A. Announcements**

Please be aware that all official announcements, news, promotions, competitions and airdrops will be listed on Uenergy's Platform. Users undertake to refer to these materials regularly and promptly. Uenergy will not be held liable or responsible in any manner of compensation should Users incur personal losses arising from ignorance or negligence of the announcements.

#### **B. No Financial Advice**

Uenergy is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any trades or other decisions or activities affected by you using Uenergy's Services or Uenergy's Platform. No communication or information provided to you by Uenergy is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice. Unless otherwise specified in these Terms, all trades are executed automatically,



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based on the parameters of your Order instructions and in accordance with posted trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you according to your personal investment objectives, financial circumstances and risk tolerance, and you shall be solely responsible for any loss or liability therefrom. You should consult legal or tax professionals regarding your specific situation. Uenergy does not recommend that any Crypto Tokens should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Crypto Token, you should conduct your own due diligence and consult your financial advisors prior to making any investment decision. Uenergy will not be held responsible for the decisions you make to buy, sell, or hold Crypto Tokens based on the information provided by Uenergy.

### **C. Compliance with Local Laws**

It is Users' responsibility to abide by local Laws in relation to the legal usage of Uenergy's Services in their local jurisdiction as well as other Laws and regulations applicable to Users. Users must also factor, to the extent of their local Laws all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities. ALL USERS OF UENERGY'S SERVICES ACKNOWLEDGE AND DECLARE THAT THEIR FUNDS COME FROM LEGITIMATE SOURCES AND DO NOT ORIGINATE FROM ILLEGAL ACTIVITIES; USERS AGREE THAT UENERGY WILL REQUIRE THEM TO PROVIDE OR OTHERWISE COLLECT THE NECESSARY INFORMATION AND MATERIALS AS PER RELEVANT LAWS OR GOVERNMENT ORDERS TO VERIFY THE LEGALITY OF THE SOURCES AND USE OF THEIR FUNDS. Uenergy maintains a stance of cooperation with Law enforcement authorities globally and will not hesitate to seize, freeze, terminate Users' accounts and funds which are flagged out or investigated by legal mandate.

### **D. Independent Parties**

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

### **E. Entire Agreement**

These Terms constitute the entire agreement between the parties regarding use of Uenergy's Services and Uenergy's Platform, and will supersede all prior written or oral agreements between the parties. No usage



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of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms herein.

## **F. Interpretation and Revision**

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

## **G. Language & Translations**

These Terms may, at Uenergy's sole and absolute discretion, be translated into a language other than the English language. You agree that any such translation shall only be for your convenience and the English text shall prevail in the event of any ambiguity, discrepancy or omission as between the English text and any translated text.

## **H. Force Majeure**

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

Uenergy is not responsible for damages caused by delay or failure to perform undertakings under these Terms when the delay or failure is due to: i) fires; ii) strikes or labor disputes; iii) riots; iv) embargoes; v) floods; vi) bank failures; vi) Crypto Tokens market collapse or fluctuations; vii) power outages or failures; viii) lawful acts of public authorities; ix) any and all market movements, shifts, or volatility; x) computer, server, or internet malfunctions; xi) internet disruptions, viruses, and mechanical, power, or communications failures; xii) security breaches or cyber attacks; xiii) criminal acts; xiv) delays or defaults caused by common carriers; xv) acts or omissions of third parties; or xvi) any other delays, defaults, failures or interruptions that cannot reasonably be foreseen or provided against or that are otherwise outside Uenergy's control. In the event of force majeure, Uenergy is excused from any and all performance obligations and these Terms shall be fully and conclusively at an end.



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## **I. Severability**

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

## **J. Assignment**

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

## **K. Waiver**

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

## **L. Third-Party Website Disclaimer**

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



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## M. Contact Information

For more information on Uenergy, you may refer to the company and license information found on Uenergy's Platform. If you have questions regarding these Terms, please feel free to contact Uenergy for clarification via our customer support team as established on Uenergy's Platform.



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