

TERMS OF SERVICE

The following terms and conditions of service, together with any other documents expressly incorporated herein, (collectively, the "**Terms**") constitute an agreement between you ("you", "**your**" or "**User**" and/or [TFT Blockchain Services Pvt Ltd], a Platform incorporated and registered at [KOCHAR BLISS. 4th FLOOR A8 & A9 THIRU VI KA INDUSTRIAL ESTATE. CHENNAI TAMIL NADU - 600 032] ("**Tycoon Fintech**", "**we**", "**us**", "**our**"), or a Service Provider applied to your use of:

- a. the Exchange and any Services (as defined under Schedule A) that may be offered to you by a Service Provider (collectively, the "**Platform**"), as a User to buy, sell, exchange, hold, stake, lend, borrow, send, receive or otherwise transact in or list Digital Assets;
- b. The Tycoon Application programming Interface ("**API**") and
- c. Any other services offered through the Tycoon Fintech website, "www.tycoonfin.com" (the "**Website**") or any Mobile Application, (collectively known as the "**Services**").

If a User wishes to avail of any of the services provided by the Platform, and if the Platform and the User mutually agree on it, the terms and conditions of such services shall be governed by the subsequent agreement signed by the Parties.

1. General Terms

- 1.1. The headings of each section in these Terms are only for the purpose of organising the various provisions under these Terms in an orderly manner and shall not be used by either Party to interpret the provisions contained herein in any manner. Further, it is specifically agreed to by the Parties that the headings shall have no legal or contractual value.
- 1.2. The use of this Platform by the Users is solely governed by these Terms of Service, the Privacy Policy, Cookies Policy and Disclaimer and any modifications or amendments made thereto by the Platform, from time to time, at its sole discretion. If you continue to access and use this Platform, you are agreeing to comply with and be bound by the following Terms and Conditions of Use and other Policies mentioned above. The User expressly

agrees and acknowledges that these Terms of Service and other Policies are co-terminus in nature and that expiry/termination of either one will lead to the termination of the other.

- 1.3. The User unequivocally agrees that these Terms and the aforementioned Policy constitute a legally binding agreement between the User and the Platform, and that the User shall be subject to the rules, guidelines, policies, terms, and conditions applicable to any service that is provided by the Platform, and that the same shall be deemed to be incorporated into these Terms, and shall be treated as part and parcel of the same. The User acknowledges and agrees that no signature or express act is required to make these Terms and the Policy binding on the User and that the User's act of visiting any part of the Platform constitutes the User's full and final acceptance of these Terms and the aforementioned Policy.
- 1.4. The Platform reserves the sole and exclusive right to amend or modify these Terms without any prior permission or intimation or liability to the User, and the User expressly agrees that any such amendments or modifications shall come into effect immediately. If the User does not adhere to the changes, they must stop using the Services at once. Their continuous use of the Services will signify your acceptance of the changed terms.
- 1.5. If you do not agree with any amendments to the Terms, your sole and exclusive remedy is to terminate your use of the Services and close your Account. You agree that neither we nor any other Indemnified Party shall be liable to you or any third party for any Losses suffered as a result of any amendment of the Terms.

2. Services

2.1. Access to Services

- 2.1.1. During the subscription period set forth in the Terms, Tycoon Fintech gives permission to the users to access and use the Services for your own internal use only, in accordance with the Terms and any other Terms laid herein, subject to the termination of these Terms.

2.2. Services

- 2.2.1.** The Website and the Mobile Application provides for a crypto trading and exchange platform and provides yield farming facilities along with the TFTC token that is powered by the Binance Smart Chain

blockchain. The platform leverages Defi aspects of yield farming and staking into its exchanges to provide liquidity to the exchange.

2.3. Restrictions on Use

2.3.1. You shall not, and you shall not permit anyone else to (i) modify, distribute, adapt, decompile, disassemble, reverse assemble, reverse engineer, prepare derivative works of, or attempt to decipher any code relating to the Services or Tycoon Fintech technology and software; (ii) use, evaluate, or view the Services for the purpose of creating a competitive product; (iii) market, offer to sell, resell and/or sublicense the Services or act as a service bureau; (iv) use the Services in violation of Tycoon Fintech policies, applicable laws, ordinances or regulations, whether domestic or international; (v) use the Services to send unsolicited or unauthorised advertising, junk mail or spam; (vi) knowingly transmit or post on the Services any material that contains software viruses or other harmful computer code, programs and or files; (vii) remove, alter, or conceal any proprietary notices on any portion of the Services except as expressly agreed; or (viii) circumvent or disable any usage rules or other security features of the Services. You shall provide us with such cooperation related to any unauthorised use at the time as we may reasonably request.

2.4. Collection of Information

2.4.1. We may collect de-identified information about your use of the Services for our internal use, in order to improve our products and services. We take data protection seriously. Please see our privacy policy at legal page (the “**Privacy Policy**”) for information on how we may use or share your data. Our Privacy Policy also describes certain rights related to your personal information.

3. Risk Disclosure

3.1. No advise and No reliance

3.1.1. The information provided on this website does not constitute investment advice, financial advice, trading advice, or any other sort of advice and you should not treat any of the website's content as such. Do conduct your own due diligence and consult your financial advisor before making any investment decisions.

3.1.2. You accept the risk of trading Digital Assets. In entering into any transaction on the Platform, you represent that you have been, are, and will be solely responsible for making your own independent appraisal and investment decisions into the risks of such transaction and the underlying Digital Asset. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any transaction entered into on the Platform or any underlying Digital Asset.

3.2. Digital Asset transfer and volatility

3.2.1. Trading in Digital Assets can be extremely risky and volatile. Digital Assets may have unique features that make them more or less likely to fluctuate in value. Factors beyond Tycoon Fintech's control, such as regulatory activity or unexplainable price volatility, may affect market liquidity for a particular Digital Asset. Blockchain networks may go offline as a result of bugs, technical errors, or other unforeseeable reasons. As a general matter, you should not engage in active trading on the Platform if you have limited trading experience or low risk tolerance.

3.2.2. Digital Assets are often described in exceedingly technical language that requires an educated understanding of applied cryptography and computer code in order to understand the inherent risk factors. The listing of a Digital Asset on the Platform does not indicate Tycoon Fintech's approval or disapproval of the underlying technology of any Digital Asset and should not be used as a substitute for your own understanding of the risks specific to each Digital Asset.

4. Registration

4.1. Registration on the Platform is mandatory for Users of the Platform. However, Users may register to access all services and features provided by the Platform. The Users can register creating the User Credentials and Security password and by providing the following User identification information:

- Name
- Phone Number

- Email ID

- 4.2. You are responsible for all activities that occur through your Account, and you agree to keep your Users' user identification and password secure at all times. You agree to notify us immediately of any unauthorised use of an Account or any other breach of security. If there is actual or suspected unauthorised use by anyone who obtains access to the Services directly or indirectly through your Account(s), you will take all steps reasonably necessary to terminate the unauthorised use, and we may suspend the Account and your access to and use of the Services.
- 4.3. You agree to notify Tycoon Fintech immediately if you become aware of any breach of security, loss, theft or unauthorised use of your User Credentials and Security Passwords, or unauthorised use of the Services via your Account, or any other breach of security regarding the Services. Tycoon Fintech will not be liable for any loss or damage arising from your failure to protect your Account or your User information. It is important that you regularly check your Account balance and your transaction history to ensure any unauthorised transactions or incorrect transactions are identified and notified to us at the earliest possible opportunity.

5. Eligibility

- 5.1. In order to be eligible to open an Account or use the Services (and to enter into the Terms), you must meet (and you represent and warrant that you do meet), the following eligibility criteria:
 - 5.1.1. If you are an individual, you must be at least 18 years of age, have the capacity to accept the Terms, and not have been previously suspended or removed from access to the Services or any other service or product offered by Tycoon Fintech or its Affiliates and are otherwise eligible to use the Services under Applicable Law.
 - 5.1.2. If you are registering to use the Services on behalf of a legal entity, then:
 - you must be duly authorised by such legal entity to act on its behalf for the purpose of entering into the Terms;
 - the legal entity must be duly organised and validly existing under the laws of the jurisdiction of its organisation; and

- the legal entity must not have been (and each of its Affiliates must not have been) previously suspended or removed from access to the Services offered by Tycoon Fintech or any of its Affiliates and must be otherwise eligible to use the Services.

6. Account Funding

6.1. General

- 6.1.1. In order to fund your Account and begin the transaction in Digital Assets using the Platform, you must first procure Digital Assets (or deposit Digital Assets that you already own into your Account) and/or load fiat currency into your Account.
- 6.1.2. Any available Assets held in your Account is available to be locked and used as collateral to fund trades, in relation to any Services or part thereof offered through the Platform by Tycoon Fintech or its Affiliates.

6.2. Digital Assets

- 6.2.1. The Platform is powered and supported by deposits and withdrawals of TFTC token which is the integral part of the Tycoon Finance ecosystem. The tokenomics is designed to enable trading with a fee on the platform. You may deposit Digital Assets that you already own into your Account by generating an address within your Account and sending your Digital Assets to such address, after which they should appear in your Account balance (TFTC tokens). The Platform stores your information securely by using Binance Smart Chain blockchain technology for its TFTC tokens.
- 6.2.2. You may purchase Digital Assets in exchange for certain supported fiat currencies (depending on your location) by linking a valid payment method to your Account. In such circumstances, you authorise us to debit the relevant amount of fiat currency using your selected payment method(s) to complete your purchase.
- 6.2.3. The Platform enables you to exchange one Digital Asset for another Digital Asset, send Digital Assets to and receive Digital Assets from other Users of the Services, or third parties outside of the Platform.
- 6.2.4. You may sell Digital Assets in exchange for certain supported fiat currencies (depending on your location). In such circumstances, you

authorise us to debit your Account and to send instructions to credit your selected payment method(s) in settlement of sell transactions

6.2.5. Tycoon Fintech makes no representations or warranties regarding the amount of time, transaction fees or other requirements that may be required to complete the transfer of your Digital Assets to or from a third party wallet or other

6.3. Fiat currency

6.3.1. Where specified on the Site or in a Service Schedule, and depending on your location, the Platform may support various fiat currencies for deposit, withdrawal, and/or trading, using wire transfers, credit cards, or other appropriate methods.

7. Third Party permissions to connect or access your account

7.1. If you grant express permission to a third party to connect to your Account, either through the third party's product or through the Platform, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under the Terms. Further, you acknowledge and agree that you will not hold Tycoon Fintech responsible for, and will indemnify Tycoon Fintech from, any liability arising from the actions or inactions of such third party in connection with the permissions you grant.

8. Content

8.1. All the Content displayed including but not limited to illustrations, diagrams, videos, one-liners, solutions, design, software codes, plugins, and photographs on the Platform is created by the Platform and is subject to copyright and shall not be reused by any party (or a third party) without the prior written consent of the Platform and the copyright owner.

8.2. The Platform may use or incorporate third party tools and services in a collaborative manner to deliver the final result. Hence, all content displayed or placed, including but not limited to illustrations, diagrams, videos, one-liners, solutions, design, software codes, plugins, and photographs on the platform on behalf of any third party shall be subject to such third party's copyright and shall not be reused by any party without the prior written consent of the Platform and the copyright owner.

8.3. The Users have a personal, non-exclusive, non-transferable, revocable, limited privilege to access the content on the Platform. The User shall not copy, adapt, and modify any content without written permission from the Platform

9. INDEMNITY

9.1. You agree to indemnify, defend and hold Us harmless, and our respective directors, officers, employees and agents (collectively, "**Parties**"), from and against any losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Us that arise out of, result from, or maybe payable by, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed according to these Terms of Use. Further, You agree to hold Us harmless against any claims made by any third party due to, or arising out of, or in connection with:

- Your use of the Platform
- Your violation of these Terms of Service;
- Your violation of any rights of another;
- Your alleged improper conduct according to these Terms of Service;
- Your conduct in connection with the Platform;

9.2. You agree to fully cooperate in indemnifying Us at your expense. You also agree not to settle with any party without consent from Us.

9.3. In no event shall we be liable to compensate You or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable, and whether or not You had been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortuous action, or any other claim arising out of or in connection with the Your use of or access to the Platform and/or the Services or materials contained therein.

10. Limitation of Liability

10.1. We are not responsible for any consequences arising out of the following events:

- a. If the Platform is inoperative/non-responsive due to any connectivity errors associated with the internet connection such as but not limited to slow connectivity, no connectivity, server failure;
 - b. If you have fed incorrect information or data or for any deletion of data;
 - c. If there is an undue delay or inability to communicate through email;
 - d. If there is any deficiency or defect in the Services managed by Us;
 - e. If there is a failure in the functioning of any other service provided by Us.
- 10.2. The Platform accepts no liability for any errors or omissions, on behalf of itself, or for any damage caused to You, Your belongings, or any third party, resulting from the use or misuse of the Platform or any service availed of by Us through the Platform. The service and any Content or material displayed on the service is provided without any guarantees, conditions or warranties as to its accuracy, suitability, completeness or reliability. We will not be liable to you for the unavailability or failure of the Platform.
- 10.3. You are to comply with all laws applicable to you or your activities, and with all Policies, which are hereby incorporated into this Terms of Service by reference.
- 10.4. The Platform expressly excludes any liability for any loss or damage that was not reasonably foreseeable by the Platform and which is incurred by you in connection with the Platform, including loss of profits; and any loss or damage incurred by you as a result of your breach of these Terms of Service.
- 10.5. To the fullest extent permitted by law, We shall not be liable to You or any other party for any loss or damage, regardless of the form of action or basis of any claim. You acknowledge and agree that your sole and exclusive remedy for any dispute with us is to terminate your use of the Platform.

11. Term

- 11.1. These Terms shall continue to form a valid and binding contract between the Parties and shall continue to be in full force and effect until the User continues to access the Platform.
- 11.2. The Platform may terminate these Terms without notice and/or suspend or terminate a User's access to the Platform at any time and for any reason, if any discrepancy or legal issue arises.

- 11.3. Such suspension or termination shall not limit the Platform's right to take any other action against the User that the Platform considers appropriate.
- 11.4. It is also hereby declared that the Platform may discontinue the Services and Platforms without any prior notice.
- 11.5. The Platform and its members reserve the right, in its sole discretion, to unilaterally terminate the User's access to the Platform, or any portion thereof, at any time, without notice or cause.

12. Communication

- 12.1. By using this Platform and providing Your identity and contact information to Us through the Platform, You agree and consent to receive emails or SMS from Us and/or any of its representatives at any time.
- 12.2. You can report to "customer@tycoonfin.com" if you find any discrepancy with regard to Platform or content-related information and we will take necessary action after an investigation. The response with resolution (if any issues found) shall be dependent on the time taken for investigation.
- 12.3. You expressly agree that notwithstanding anything contained herein above, it may be contacted by Us relating to any services availed by You on the Platform or anything pursuant thereto and You agree to indemnify Us from any harassment claims. It is expressly agreed to by Us that any information shared by Us shall be governed by the Privacy Policy.

13. Suspension of User Activity

- 13.1. Notwithstanding other legal remedies that may be available, we may in our sole discretion, limit your access and/or activity by immediately removing your access credentials either temporarily or indefinitely, or suspend/terminate your association with the Platform, and/or refuse to the usage of the Platform, without being required to provide you with notice or cause:
 - If you are in breach of any of these Terms of Service and Privacy Policy;
 - If you have provided wrong, inaccurate, incomplete or incorrect information;
 - If your actions may cause any harm, damage or loss to the other Users or Us, at our sole discretion.

14. Intellectual Property Rights

14.1. Unless expressly agreed to in writing, nothing contained herein shall give the User a right to use any of the Platform's Content which includes but is not limited to trade names, trademarks, service marks, logos, domain names, information, analytics, one-liners, reports, illustrations, photographs, write-ups, solutions, videos, diagrams, and other distinctive brand features according to the provisions of these Terms.

15. Force Majeure

15.1. The Platform shall be liable for damages for any delay or failure to perform its obligations hereunder if such delay or failure is due to a cause beyond its control or without its fault or negligence, due to Force Majeure events illegal or unauthorised, including but not limited to acts of war, acts of God, earthquake, riot, fire, festive activities sabotage, labour shortage or dispute, internet interruption, technical failure, breakage of sea cable, hacking, piracy and cheating.

16. No Warranties

16.1. You understand and agree that the services are provided "as is" and the Platform, its affiliates, suppliers, and resellers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.

16.2. The Platform, its affiliates, suppliers and resellers make no warranty or representation regarding the results that may be obtained from the use of the services, regarding the accuracy or reliability of any information obtained through the Platform or that the information on the Platform will meet any user's requirements, or be uninterrupted, timely, secure or error free.

16.3. Use of the Platform is at your sole risk. Any material and/or data downloaded or otherwise obtained through the use of the Platform is at your own discretion and risk. You will be solely responsible for any damage to you resulting from the use of the Platform. The entire risk arising out of use of the Platform remains with you. We do not assume any responsibility for the retention of any user information or communications between users. We cannot guarantee and do not promise any specific results from use of the Platform. Use is at your own risk.

17. DISPUTE RESOLUTION AND JURISDICTION

17.1. It is expressly agreed to by the Parties hereto that the formation, interpretation, and performance of these Terms and any disputes arising therefrom will be resolved through a two-step Alternate Dispute Resolution (“**ADR**”) mechanism. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

17.1.1. **Mediation:** In case of any dispute between the parties, the Parties will attempt to resolve the same amicably amongst themselves, to the mutual satisfaction of all parties. In the event that the Parties are unable to reach such an amicable solution within thirty (30) days of one Party communicating the existence of a dispute to any other Party, the dispute will be resolved by arbitration, as detailed herein below.

17.1.2. **Arbitration:** In the event that the Parties are unable to amicably resolve a dispute by mediation, said dispute will be referred to arbitration by a sole arbitrator to be appointed by the Platform, and the award passed by such sole arbitrator will be valid and binding on all parties. The Parties shall bear their own costs for the proceedings, although the sole arbitrator may, in his/her sole discretion, direct either Party to bear the entire cost of the proceedings. The arbitration shall be conducted in English, and the seat of Arbitration shall be the city of **Chennai, India**.

17.2. The Parties expressly agree that the Terms, Policy and any other agreements entered into between the Parties are governed by the laws, rules, and regulations of India.

18. GRIEVANCES

18.1. Any and all communication relating to any dispute or grievance experienced by the User may be communicated to the Platform by the User by emailing to “customercare@tycoonfin.com”.

19. MISCELLANEOUS PROVISIONS

19.1. **Entire Agreement:** These Terms, read with the Policies, form the complete and final contract between the User and the Platform with respect to the subject matter hereof and supersedes all other communications,

representations, and agreements (whether oral, written or otherwise) relating thereto.

- 19.2. **Waiver:** The failure of either Party at any time to require performance of any provision of these Terms shall in no manner affect such Party's right at a later time to enforce the same. No waiver by either party of any breach of these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as furtherance or continuing waiver of any such breach, or a waiver of any other breach of these Terms.
- 19.3. **Severability:** If any provision/clause of these Terms is held to be invalid, illegal or unenforceable by any court or authority of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions/clauses of these Terms shall in no way be affected or impaired thereby, and each such provision/clause of these Terms shall be valid and enforceable to the fullest extent permitted by law. In such case, these Terms shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the original rights, intentions and commercial expectations of the Parties hereto, as expressed herein.
- 19.4. **Contact Us:** If you have any questions about this Agreement, the practices of the Platform, or your experience with the Service, you can contact us at : customer-care@tycoonfin.com