

Term of Service

Important Notice: By creating or funding an account, accessing or using any services (as defined below), you acknowledge that you have read, understood, and fully agree to these Terms of Service (subject to periodic updates and revisions). If you do not agree to be bound by these Terms of Service or any subsequent amendments, changes, or updates, you must not access or use any services. By accessing or using any services, you will be subject to these Terms of Service (subject to periodic updates and revisions). If you wish to discontinue compliance with these Terms of Service, your only remedy is to cease all service usage. These Terms of Service were last updated on February 1, 2025. Access or use of services is restricted to qualified individuals only. Any unauthorized use of services or website access constitutes a violation of these Terms of Service and may result in confiscation of legal tender, digital tokens, funds, earnings, or other assets (as defined below).

These Terms of Service apply to GalaxyEX users (all web pages on this address, including mobile applications and application programming interfaces, sometimes referred to as the "Website"). You should carefully review these Terms to determine which provisions apply to you. These Terms shall be read in conjunction with those applicable to other pages of the Website, which will govern your use of identified services and are supplementary to these Terms, not exclusive. For example, the use of derivative product pages and transactions involving any derivatives are governed by the Derivative Services Terms. By creating or funding an account, accessing or using any services, features, or functionalities provided from time to time on the Website (collectively or individually referred to as "Services"), you (hereinafter "You" or "Your") agree to these Terms of Service.

These Terms of Service, together with the materials contained herein, constitute a complete agreement and understanding between you and one or more of the following GalaxyEX parties regarding access to or use of any or all of the Services and any manner of accessing the Services through the Website:

a) GalaxyEXWW Inc., unless you meet one or more of the criteria in paragraph (b); or,

b) GalaxyEXNA Inc. If You Meet One or More of the Following Conditions:

- 1) You Are an American (as Defined Below); Or
- 2) You Deposit, Withdraw or Transfer Legal Tender or Digital Tokens With and from US Financial Institutions to Facilitate the Provision Of Any service.

Important Notice: Do not deposit or store any digital tokens on the website using deposit addresses created before January 1, 2021 at 19:00:00 UTC. Only use addresses generated by the website after January 1, 2021 at 19:00:00 UTC. Except as otherwise expressly stated, GalaxyEX shall not and cannot be held liable for any deposits in digital token wallets or addresses created prior to this UTC time.

If you meet any of the criteria specified in clauses (b)(1) to (b)(2) above, you are a "GalaxyEXNA Customer". Otherwise, you are a "GalaxyEXWW Customer". You and GalaxyEXWW or GalaxyEXNA (as applicable) are collectively referred to as "the Parties" and "the Parties" for the purpose.

The following documents are incorporated by reference into these Terms and Conditions: API Service Terms; GalaxyEX Chatbot Service Terms; General Competition Rules at tidal-ex.net; GalaxyEX Market Data Usage Terms; Risk Disclosure Statement; Anti-Spam Policy; Law Enforcement Requests Policy; and Fee Schedule. These Terms shall be read in conjunction with the Privacy Statement and Cookie

Policy. Please note that all digital token transactions, whether on or off the website, may be subject to fees charged by GalaxyEX. The fee schedule will be updated periodically or as agreed between you and GalaxyEX. In the event of any conflict between these Terms and any other policies, conditions, terms, licenses, restrictions, or obligations within or on the website, these Terms shall prevail.

Please carefully review the arbitration clause below, which requires all GalaxyEX customers to file any claims and resolve disputes through final and binding arbitration on a personal basis. By using the services, you expressly acknowledge that you have read and understood these terms of service and have considered the consequences of this important decision.

The GalaxyEX service is complex and high-risk, making it unsuitable for users lacking the necessary knowledge and experience. GalaxyEX assumes no obligation to evaluate the suitability of the service for users. Any comments or statements regarding the applicability of the service to you by GalaxyEX or its affiliates under no circumstances shall be considered investment or legal advice, nor should such advice be relied upon. Regarding the risks associated with the service:

For more information, you can view the risk disclosure statement.

GalaxyEX reserves the right to modify, change, or update these Terms of Service at any time without prior notice. You should regularly check the website to ensure you have copied and understood the terms as they are currently updated. By continuing to access or use any services after any modification, change, or update becomes effective, you agree to accept these Terms of Service and the resulting changes.

Any access to or use of this website and any services is invalid and shall not be the basis for claiming or acknowledging any interest, right, remedy, power or privilege if such access or use is prohibited, constitutes an offence or is punishable by applicable law.

1.Explain :

1.1.Definition: Unless Otherwise Stated, the Following Terms Have the Following Meanings in These Terms of Service and All Documents Incorporated Herein by Reference:

1.1.1. "Account" means a person's account, sub-account, digital token wallet, equity wallet and other records collectively, all of which GalaxyEX uses from time to time to record the balance of a person's fiat currency, digital tokens, other assets and service usage.

1.1.2. "Account Management" has the meaning specified in Article 6.3 of these Terms and Conditions;

1.1.3. "Related Party" For a person, means the direct or indirect subsidiaries of the person, the holding company of the person and any other subsidiaries of the holding company;

1.1.4. "AML" means anti-money laundering, including all laws applicable to parties prohibiting money laundering or any act or attempt to conceal or disguise identity or source; alter form; or move, transfer, or transport illegal proceeds, property, funds, legal tender, or digital tokens, including facilitating any illegal activities such as fraud, tax evasion, embezzlement, insider trading, financial crimes, bribery, cyber theft or hacking, drug trafficking, weapons proliferation, terrorism, or violations of economic sanctions, which may also require internal controls to detect, prevent, report, and retain records of suspected money laundering or terrorist financing;

1.1.5. "Anti-Corruption" means all laws applicable to each Party prohibiting corruption or bribery, kickbacks, inducements and other forms of commercial corruption or bribery to government officials;

1.1.6. "Apple" has the meaning set forth in paragraph 29 of these Terms of Service;

1.1.7. "Affiliated Company" means GalaxyEX and each of its Affiliated Companies and each of its shareholders, directors, officers, employees, contractors, agents, partners, insurance companies and lawyers;

1.1.8. "GalaxyEX" means:

1.1.8.1 If you are an American, or if you deposit, withdraw, or transfer legal tender or digital tokens to U.S. financial institutions to facilitate services, GalaxyEXNA; and,

1.1.8.2 If you are not an American and you have not deposited, withdrawn or transferred legal tender or digital tokens to any U.S. financial institution to facilitate the provision of services, GalaxyEXWW;

1.1.9. "GalaxyEX Android Version Application" has the meaning set forth in paragraph 30 of these Terms and Conditions;

1.1.10. "GalaxyEX iOS Application" has the meaning set forth in paragraph 29 of these Terms and Conditions;

1.1.11. "GalaxyEXNA Customer" has the meaning specified in (a) above;

1.1.12. "GalaxyEXWW Customer" has the meaning specified in clause b) above;

1.1.13. "Loan" means as defined in Article 3.2 of these Terms and Conditions;

1.1.14. "Canadian" means:

1.1.14.1. Residents of any province or territory of Canada;

1.1.14.2. Any individual incorporated or organized under the laws of Canada or any province or territory of Canada;

1.1.14.3. The estate of any deceased person residing in any province or territory of Canada; and

1.1.14.4. Any individual established or organized outside Canada or any province or territory of Canada, where any of the above, individually or collectively, directly or indirectly (i) holds 50% or more of the voting or value share, (ii) holds a majority of seats or membership on the board of directors of the entity, or (iii) authorizes, formulates, directs, or otherwise controls the

Personal behavior, policy, personnel decisions or daily operations.

1.1.15. "Copyright" means as defined in Article 16.2 of these Terms and Conditions;

1.1.16. "CPR Rules" shall have the meaning set forth in Article 12.1 of these Terms and Conditions;

1.1.17. "CTF" means counter-terrorist financing;

1.1.18. "Representative" means as defined in Article 4 of these Terms of Service;

1.1.19. "Entrusted sub-account" has the meaning specified in Article 4 of these Terms and Conditions;

1.1.20. "Client" has the meaning specified in Article 4 of these Terms of Service;

1.1.21. "Digital token" means a digital representation of value that serves as (i) a medium of exchange; (ii) a unit of account; (iii) a store of value, and/or (iv) a digital representation of other similar rights or assets, typically including blockchain-based assets or rights such as sovereign cryptocurrencies or virtual currencies, such as Bitcoin, Litecoin, and Ethereum;

1.1.22. "Digital token address" means an alphanumeric identifier that represents the potential destination of a digital token transfer and is usually associated with a user's digital token wallet;

1.1.23. "Digital token wallet" refers to a software application (or other mechanism) that provides means for holding, storing, and transferring digital tokens (including a user's digital token address, balance, and cryptographic key). In the context of services, a digital token wallet specifically refers to: (i) holding, storing, and trading service-related digital tokens and fiat currency; and (ii) transferring digital tokens provided to you as part of your account (subject to compliance with service terms);

1.1.24. "Economic sanctions" means financial sanctions, trade embargoes, export or import controls, countervailing and restrictive trade measures that are established, administered, enforced or imposed in accordance with any law applicable to you or to this website;

1.1.25. "Qualified Contract Participant" means as defined in Section 1a(18) of the Commodity Trading Act and in the rules 1.3 (amended) of the United States Commodity Futures Trading Commission;

1.1.26. "FATF" means the Financial Action Task Force;

1.1.27. "FIA" means the British Virgin Islands Financial Investigation Authority;

1.1.28. "Legal tender" means the currency or currencies of any country or jurisdiction:

1.1.28.1. Designated as legal tender; and,

1.1.28.2. In Circulation, Commonly Used and Accepted as a Medium of Exchange in the Country of Issue or Jurisdiction;

1.1.29. "Financing Order Book" has the meaning specified in Article 3 of these Terms and Conditions;

1.1.30. "Financing Provider" means any provider that provides financing for its own account on the Website;

1.1.31. "Financing recipient" means any recipient who obtains financing from a financing provider on the Website;

1.1.32. "FinCEN" means the Financial Crimes Enforcement Network of the United States Department of the Treasury;

1.1.33. "Google" has the meaning set forth in paragraph 30 of these Terms of Service;

1.1.34. "Government" means any State, Commonwealth, state, municipal, local or foreign government department, including any department, agency, branch, bureau, commission, court, tribunal, arbitration body or other government, government-appointed or quasi-governmental body or component exercising executive, legislative, judicial, regulatory or administrative powers, authority or functions, including any quasi-governmental corporation or a commercial enterprise that is majority-owned (or more than 50%) or controlled by the Government;

1.1.35. "Government Approval" means any authorization, license, permit, consent, approval, concession, charter, lease, ruling, certification, immunity, exception, filing, or waiver granted by or entered into with any government for the purpose of conducting any party's business or executing, delivering and performing services or any transaction under these Terms and Conditions;

1.1.36. "Government official" means any officer or employee of a Government, any director, officer or employee of a government agency, any candidate for office, any political party or political party official, any officer or employee of a public international organization, and any person acting in one of the above-mentioned official capacities, even if the person is performing the duties of that capacity temporarily and without remuneration;

1.1.37. "Law" means any law, regulation, order, rule, regulation, treaty and/or official obligation or requirement applicable to you or the Website, which is made, promulgated, issued, approved, enforced or administered by any government;

1.1.38. "Retention right" means as defined in Article 6.2 of these Terms and Conditions;

1.1.39. "Loss" means any claim, application, loss, injury, delay, accident, cost, business interruption costs

or any other costs (including attorney's fees or the cost of any claim or litigation), including any incidental, direct, indirect, general, special, punitive, exemplary or consequential damages, loss of reputation or business profits, downtime, data loss, computer breakdown or failure, or any and all other business losses;

1.1.40. "Trademark" has the meaning set forth in Article 16 of these Terms of Service;

1.1.41. "Non-exempt UK person" means any natural or legal person using the Services in the UK and such natural or legal person is not assessed by GalaxyEX as being exempt from the financial promotion restrictions under Section 21(1) of the Financial Services and Markets Act 2000 (UK);

1.1.42. "OFAC" means the Office of Foreign Assets Control of the United States Department of the Treasury;

1.1.43. "Person" includes individuals, associations, partnerships, corporations, companies, other corporate bodies, trusts, estates and any form of organization, group or entity (whether or not having independent legal personality);

1.1.44. "Personal Information" has the meaning specified in the privacy statement.

1.1.45. "Prohibited Jurisdiction" means any jurisdiction subject to a comprehensive embargo by the British Virgin Islands, the United States, or the United Nations, as of the last update of these Terms and Conditions, including: Cuba; the Democratic People's Republic of Korea (DPRK); Iran; Syria; Crimea (an Ukrainian region annexed by the Russian Federation); the self-proclaimed Donetsk People's Republic (DPR); the self-proclaimed Luhansk People's Republic (LPR); the self-proclaimed Kherson People's Republic (KhPR); and the self-proclaimed Zaporizhzhia People's Republic (ZPR).

1.1.46. "Prohibited Persons" means any United States citizen, any Canadian citizen, any non-exempt British citizen, the Government of Venezuela, any resident, government or government official of a prohibited jurisdiction and any sanctioned person.

1.1.47. "Prohibited Use" means as defined in paragraph 14 of these Terms and Conditions;

1.1.48. "Sanctions List" means the "Special Designated Nationals and Blocked Persons" (SDN) list published by OFAC and the non-SDN list, including the "Industry Sanctions Identification List"; the Section 311 Special Measures for Major Money Laundering Concerned Jurisdictions, Financial Institutions, or International Transactions published by the Financial Crimes Enforcement Office; and any other foreign terrorist organizations or sanctioned, restricted, or prohibited entities lists published by the Foreign Intelligence Agency (FIA), the United States Government, the British Virgin Islands (including any sanctions, restrictions, or prohibitions under British law applicable to the British Virgin Islands), the United Nations, or any other jurisdiction or government, which may be revised, supplemented, or replaced from time to time depending on you, Tether, or the Service.

1.1.49. "Sanctioned Persons" means: (i) those explicitly listed in any sanctions list; (ii) individuals or entities that directly or indirectly own 50% or more of the digital token addresses, or digital token wallets associated with such individuals, or government officials from any sanctioned country or jurisdiction under applicable economic sanctions, anti-money laundering (AML) laws, or counter-terrorism financing (CTF) regulations; or (iii) any individual or digital token address subject to sanctions, restrictions, or penalties imposed by any government pursuant to applicable economic sanctions, AML laws, or CTF regulations;

1.1.50. "Pledge Incentive" means as defined in Article 3.7 of these Terms and

Conditions;

1.1.51. The term "Staking Wallet" has the meaning set forth in Article 3.7 of these Terms and Conditions;

1.1.52. The term "Tax Information Exchange Act" means the laws relating to intergovernmental tax information exchange, including the United States Tax Compliance with Foreign Accounts Act (enacted by Chapter A of Title V of the Recovery and Reinvestment Act (PL 111-147(2010)), as amended; and the Common Reporting Standard ("CRS") or the Automated Exchange of Financial Account Information Standard ("AIFAS");

1.1.53. "Service Terms" refers to these terms and conditions, which may be modified, revised, or updated from time to time. This includes the following website policies and pages: API Service Terms; GalaxyEX Chatbot Service Terms; tidal-ex.net General Competition Rules; GalaxyEX Market Data Usage Terms; Risk Disclosure Statement; Anti-Spam Policy; Law Enforcement Requests Policy; and Fee Schedule.

1.1.54. The term "United States territory or island territories" means the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and all other United States territories and dependencies, except Indian lands (as defined in the Indian Gaming Control Act);

1.1.55. "Third party Services" shall have the meaning set forth in paragraph 19 of these Terms and Conditions;

1.1.56. "Trading order book" has the meaning set forth in Article 3 of these Terms and Conditions;

1.1.57. "United States" means the states and the District of Columbia;

1.1.58. "United States citizen or resident" includes any United States citizen, United States lawful permanent resident, person protected under Section 1324b(a) (3) of the Immigration and Nationality Act of 1988, or person holding a passport issued by the Government of the United States (namely, a United States national);

1.1.59. "User Bankruptcy Event" means any of the following events affecting you: (i) You cease or suspend repayment of any debt, or become unable or admit to being unable to repay due debts; (ii) You enter into negotiations with one or more creditors or reach any settlement, compromise, transfer, or arrangement to restructure any debt (due to actual or anticipated financial difficulties); (iii) Any suspension of debt repayment is declared; (iv) You take any action, proceeding, process, or step related to: (a) Reaching a settlement, compromise, transfer, or arrangement with any creditor; or (b) Appointing an administrator, receiver, administrative receiver, trustee, compulsory administrator, or other similar officer for you or your assets; (v) Your assets are valued below your liabilities (including contingent and expected liabilities); (vi) Any event relating to you occurs in any jurisdiction that resembles the events described in paragraphs (i) through (v) above;

1.1.60. "User Submitted Content" means as defined in paragraph 11.1 of these Terms and Conditions;

1.1.61. "U.S. Financial Institution" means any United States individual and its affiliates, branches, offices, or agents established, organized, or located in the United States, its territories, or insular dependencies, which engage in: (i) accepting deposits; (ii) conducting, granting, transferring, holding, or brokering remittances, loans, or credit facilities; or (iii) purchasing or selling foreign exchange, securities, commodity futures, or options, or facilitating the purchase and sale of such commodities, whether as a client or agent. This term also applies to affiliates, branches, offices, and agents of any foreign financial institution located in the United States, its territories, or insular dependencies, excluding those situated outside these jurisdictions.

1.1.62. "American" means:

1.1.62.1. A U.S. citizen or resident;

1.1.62.2. A company, partnership or other entity incorporated or organized under the laws of the United States;

1.1.62.3. Any estate: (i) that of a deceased person who was a U.S. citizen or resident at the time of death; (ii) that of an estate in which the executor or administrator is an American (unless the executor or administrator is a professional trustee and shares investment decisions with a non-American regarding estate assets subject to non-U.S. law); (iii) that of an estate administered under U.S. law; and (iv) that of an estate with assets located within the United States;

1.1.62.4. Any trust, if (i) a court in the United States is able to exercise primary supervision over the management of the trust and

(ii) One or more Americans have the right to control all major decisions about the trust;

1.1.62.5. any person incorporated or registered outside the United States mainland, U.S. territories, or island territories, where any of the above conditions, individually or collectively, directly or indirectly, (i) holds 50% or more of the voting or value-based equity, (ii) holds a majority of seats or membership on the entity's board of directors, or (iii) authorizes, formulates, directs, or otherwise controls the person's conduct, policies, personnel decisions, or day-to-day operations; or

1.1.62.6. Any pension scheme for employees, officials or heads of the legal entity referred to in paragraph 1.62.2, unless the pension scheme is primarily for foreign employees of the entity;

1.1.63. "Virus" means any harmful or malicious code whose purpose, effect or reasonable expectation will cause: (i) any unexpected interruption in the operation of a website (such as this website), software or computer system; (ii) unauthorized use of a website (such as this website), software or computer system; and/or (iv) Preventing access or blocking the use of websites and computer systems. Viruses include malware, Trojan horses, system monitors/keyloggers, dialers, adware, adware cookie locking, time bombs, keylock programs, or disabling code; as well as

1.1.64. "You" or "Your" means the user.

1.2. Title: The Headings and Subheadings in These Terms of Service Are for Reference Only and Shall Not Be Construed When Constructing or Interpreting Any Provision to Which They Refer

Should be considered.

1.3. Extended Meaning: Unless Otherwise Specified in These Terms of Service, Words Denoting Singular Include Plural and Vice Versa, and the Gender Of

Other words include all genders. The words "including", "containing" or "comprising" should be interpreted on an inclusive basis and shall be considered to be followed by the word "not limited to".

1.4. Currency: Unless otherwise provided in these Terms of Service, "\$" means United States dollars.

1.5. Applicable Law: These Terms of Service shall be governed by the laws of the British Virgin Islands, construed and enforced in accordance with such laws, which shall govern all aspects as a contract under the laws of the British Virgin Islands. Any transactions, disputes, claims, or litigation arising from or related to your access to or use of this website or these Terms of Service shall also be subject to the laws of the British Virgin Islands, except as otherwise provided by the law of choice.

2. Right to Use the Website: If you (i) have an account, (ii) are not a prohibited person, (iii) do not operate your account, any sub-account, or digital token wallet for the benefit of a prohibited person, and (iv) comply with these Terms and Conditions, GalaxyEX grants you limited rights to use the services. The right to use the services is personal, limited, non-exclusive, non-transferable, non-reassignable, revocable, and subject to the restrictions and obligations set forth in these Terms and Conditions. Nothing in these Terms and Conditions shall be construed as granting you any license, right, ownership, or claim over the website, any services, copyrights, or trademarks (except as expressly stated herein). If GalaxyEX determines that you have violated, breached, or failed to comply with any of these Terms and Conditions, or that you may cause GalaxyEX or its affiliates to face sanctions, restrictions, or losses under applicable law, or that an investigation related to any of the above occurs, GalaxyEX reserves the right to suspend or terminate services to you, your account, any sub-account, or digital token wallet, or your cryptocurrency address, or to freeze or terminate your account or any sub-account or digital token wallet, or your fiat currency or digital tokens, as required by applicable law.

2.1. Strictly prohibit any prohibited person from holding, owning or operating an account or any sub-account or digital token wallet in any way, directly or indirectly, or otherwise conducting transactions or using the Services or the Website.

2.2. It is prohibited to operate any account, sub-account or digital token wallet for a prohibited person, and it is prohibited to execute any order or transaction in a digital token wallet for a prohibited person to obtain financial or other benefits.

2.3. For any person organized or incorporated outside the United States of America and its territories or insular dependencies, the prohibitions in paragraphs 2.1 and 2.2 are governed by paragraph 1.1.62.5 and shall apply at the entity level.

3. Trading and Financing Activities: This website serves as a trading platform for spot purchases and sales of digital tokens. It allows both non-financing and financing transactions. Non-financing purchases are funded entirely by participants through deposits of digital tokens or fiat funds into your account from digital token addresses or other methods. For example, if you deposit \$100.00 into your account, you can purchase digital tokens worth \$100.00 through non-financing transactions. All digital token transactions on this site, whether non-financing or financing, are settled when the seller physically delivers full-value digital tokens to the buyer's digital wallet, and the buyer completes full payment to the seller's digital wallet.

Important: Financing is prohibited where applicable laws forbid it. Furthermore, any prohibited individuals are strictly prohibited from directly or indirectly holding,

owning, or operating any accounts, sub-accounts, or digital token wallets, or engaging in transactions or using the services or website in any other way.

3.1. No individual in the United States may use this website or any services, including accessing exchange trading services through any accounts, sub-accounts, or digital token wallets on this platform. GalaxyEX reserves the right to establish exceptions to this policy solely for eligible contract participants (limited to GalaxyEXNA customers). Notwithstanding such exceptions, these qualified contract participants shall not act as either financing providers or financiers.

To avoid ambiguity, as stated above, U.S. nationals (including U.S. citizens or residents) are prohibited from using this website or any services, including exchange trading services. Additionally, if you are not a U.S. national but GalaxyEX has knowledge or reasonable grounds to believe that you are depositing, withdrawing, or transferring legal tender or digital tokens to or from U.S. financial institutions, or making deposits or withdrawals from such institutions...

If you take or transfer fiat currency or digital tokens, or deposit, withdraw, or transfer fiat currency or digital tokens to or from U.S. financial institutions through U.S. financial institutions to provide you with services, you may be deemed a GalaxyEX customer and be prohibited from using this website or any services at GalaxyEX's sole discretion.

3.2. Through the peer-to-peer financing feature supported by the website platform, users can conduct digital token financing transactions and obtain funding for other purposes, including withdrawals from the platform. Financing providers may choose to provide funds to others through designated digital token wallets on the platform. Financing recipients can accept transactional financing from providers up to 90% of the digital token's purchase value, though the maximum amount varies depending on the specific token. For example, if a particular token has a 90% maximum financing limit and you deposit \$10.00 into the platform, you can receive financing not exceeding \$90.00 to purchase \$100.00 worth of tokens in the transaction. In other words, the maximum total ratio of digital tokens to equity available for acceptance is

10:1 Funding. Funding recipients may also obtain financing from funding providers for purposes beyond digital token transactions ("loans"), including website withdrawals. Funding recipients may accept financing in either fiat currency or digital tokens, with the value not exceeding 90% of the collateral held in the designated digital token wallet on the platform. The required collateral varies between digital tokens and fiat currencies. For example, if the maximum loan amount is 90% of the value of a specific digital token used as collateral, and you wish to secure \$900.00 in fiat currency or other digital token financing, you must provide at least \$1,000.00 worth of digital tokens as initial collateral. Funding recipients must complete the verification process outlined on the platform to qualify for lending. Different borrowing options will be available based on the funding recipient's verified level. Any (1) Funding Recipient may obtain a maximum loan amount of \$250,000.00.

3.3. Short selling digital tokens is another permitted financing transaction on this platform. In a standard short-selling scenario, the seller conducts regular spot transactions of digital tokens and settles the transaction by delivering fully-owned digital tokens. For short-selling activities involving digital tokens, the seller also engages in regular spot sales, but the transaction is settled through the delivery of borrowed digital tokens from the seller.

3.4. Through the peer-to-peer financing feature on this website, users can borrow digital tokens for short selling transactions. Borrowers may seek quotes or bid on borrowing digital tokens through the financing order book. The maximum amount borrowed by a borrower shall not exceed the specified limit of specific digital tokens sold in short selling transactions. Any statutory gains from short selling transactions will serve as collateral for borrowed digital tokens until these tokens are repaid.

3.5. GalaxyEX enables users to access third-party peer-to-peer financing from other participants on the platform. Funding recipients can obtain financing through one of two standard methods: they may bid on financing through the platform's dedicated P2P Financing Order Book ("Financing Order Book"), or alternatively, select to automatically match their financing order with one or more providers on the Order Book through the platform's order matching engine at the best available price. While GalaxyEX is usually not a party to these financing contracts, GalaxyEX executes contracts between the financing provider and the financing recipient on the financing order book.

3.6. The financing order book operates independently of the spot contract trading order book ("trading order book"). Once the financing recipient has received the required financing, the financing and non-financing trades on the trading order book cannot be distinguished by the trade matching engine.

3.6.1. The financing amount, terms, and interest rate are commercial agreements negotiated between the financier and the borrower through the financing order book. For example, suppose A holds \$30.00 in a digital token wallet specified on the platform. A secures \$70.00 from financier B at an X% interest rate through the order book (becoming the borrower). With this total of \$100.00, A can purchase digital tokens worth \$100.00 from C or other sellers listed on the trading order book. A is entitled to repay the financing (including accrued interest) at any time without requiring upfront payments or penalties. Securing financing does not create any obligation to purchase digital tokens on the trading order book. A may also replace the financing from B with more favorable terms at any time.

3.6.2. In the example above, the digital token purchased by A (100.00 USD) will be subject to B's lien, with a maximum amount equal to the total financing obtained from B (70.00 USD plus any interest portion). A may obtain funds from the website or user.

Withdraw any amount of digital tokens from the designated digital token wallet that is not subject to a lien.

3.6.3. A may sell its digital tokens and repay the loan. Any profit or loss arising from the sale of the digital tokens shall be offset against A's balance.

3.6.4. Alternatively, Party A may satisfy the lien and release the digital token collateral by repaying the financing used to purchase the digital token. The release of digital token collateral refers to the process of using unrealized proceeds or additional statutory deposits (or a combination thereof) to repay the financing and discharge the lien.

3.6.5. Let's consider another scenario: Suppose X holds \$1,000.00 in BTC within a designated digital token wallet on the platform, with the maximum loan amount being 90% of the BTC value pledged as collateral. X uses this \$1,000.00 BTC as collateral to secure a loan from financing provider Y, obtaining a B-term financing order at an A-rate through the financing marketplace.

900.00 X can withdraw up to \$900.00 from the platform as a financing recipient. However, if the BTC price declines, causing the collateralized BTC value to drop below \$1,000.00, X must add additional collateral. Conversely, if the BTC price rises, making the collateralized BTC value exceed \$1,000.00, X may obtain a loan exceeding \$900.00. Additionally, X must manage their collateral to pay interest to Y.

3.6.6. In the example above, X provides digital tokens as collateral, and Y holds a lien with a maximum amount equal to the total financing obtained from Y (\$900.00 plus any interest portion). X may remove any number of digital tokens provided as collateral, up to the minimum required amount.

3.6.7. X Can repay the \$900.00 loan and applicable interest at any time to release the lien and release the burden of the digital token.

3.7. Some digital tokens support staking. Staking is the process that enables digital tokens to operate protocols or run the tokens themselves. Those who stake digital tokens typically receive rewards ("staking rewards"). GalaxyEX plans to arrange users to stake certain digital tokens held in their wallets ("stake wallets") for trading or funding on the platform, and periodically discloses the digital tokens currently staked. GalaxyEX may modify, change, or update staked digital tokens at any time without prior notice. GalaxyEX may choose to suspend staking activities at any time. Since staking may require locking digital tokens (which could hinder withdrawals) and expose tokens to risks, GalaxyEX will only arrange staking for a portion of the total digital tokens held by GalaxyEX and its affiliates. By holding staked digital tokens in your stake wallet, you accept the following risks: If other users' withdrawals exceed the un-staked portion of the tokens in your wallet, your withdrawal may be delayed. The duration of potential delays depends on the characteristics of the applicable digital tokens. GalaxyEX may choose to have service providers stake part or all of the digital tokens. The staking rewards received by GalaxyEX or its affiliates for the digital tokens held in staking wallets will be used to cover staking costs (as fees charged to service providers or GalaxyEX affiliates, or directly collected by GalaxyEX) and staking fees collected by GalaxyEX. The percentage of rewards allocated to you and the timing of such allocations shall be determined at GalaxyEX's sole discretion. Staking rewards vary depending on the specific token. You acknowledge and understand that GalaxyEX does not guarantee you will receive any staking rewards. Any information regarding potential amounts of rewards listed on websites or other platforms is provided as estimates only. GalaxyEX makes no representations or warranties that: (i) it will receive any specified percentage of rewards, (ii) staking will continue

indefinitely, (iii) staking will proceed uninterrupted or without errors, or (iv) any specific token will be staked or remain staked. Certain events related to staking may result in "penalty reductions" on the staked tokens beyond the payment of rewards. GalaxyEX shall bear responsibility for penalty reductions unless they are caused by your actions or negligence, hacking or malicious actors, or force majeure events. However, it has no obligation to continue fulfilling this duty. Some staked digital tokens and staking rewards may be represented by digital tokens, which are subject to the specific terms of such tokens as reflected on the website. By holding digital tokens staked in a staking wallet or accepting any staking rewards, you expressly agree to the terms specified in this section.

3.8. You agree and understand that you have no right to require GalaxyEX to pay interest on any fiat currency or digital token of yours.

3.9. GalaxyEX Blockchain protocols that do not own or control the management of digital token operations may experience fork scenarios when miners and users start using different versions of the protocol. Such protocol forks can affect the digital tokens on the forked network.

GalaxyEX may choose to support or discontinue digital tokens on forked protocols. Due to underlying protocol forks, GalaxyEX may temporarily suspend digital token services (including transfers) at any time it deems appropriate. The platform may not support new token distributions triggered by blockchain event-based triggers, such as airdrops to existing token holders. Consequently, users might forgo acquiring new tokens and retain their current holdings on GalaxyEX instead.

3.10. You agree that: (i) Upon fulfilling the conditions for purchasing through this website, all parties shall assume irrevocable liability for the sale and purchase of digital tokens via this platform; (ii) You shall irrevocably assume responsibility when GalaxyEX processes transactions through its servers currently located outside the United States for your account, any sub-account, or digital token wallet, including the transfer of ownership of such transactions within these accounts.

4. Sub-Accounts: Each Account Allows the Creation of Sub-Accounts. These Sub-Accounts Can Be Created by the GalaxyEX Account Holder at Their Discretion.

Established and will not affect the relationship between the GalaxyEX account holder and GalaxyEX, unless GalaxyEX expressly in writing meaning .

Furthermore, the sub-account holder ("Client") consents to deposit or transfer fiat currency or digital tokens into the sub-account. Such assets will be recorded in GalaxyEX's books and records under the Client's name. Through such transfers, the Client authorizes the trustee to utilize services of the sub-account containing transferred fiat currency and digital tokens ("Client Sub-account"), including the trustee's authority to determine: (i) how transactions are conducted within the Client Sub-account; (ii) whether to transfer fiat currency or digital tokens from the Client Sub-account to other trustee-controlled sub-accounts; (iii) whether to withdraw fiat currency or digital tokens from the Client Sub-account; and (iv) whether to impose restrictions on the Client's authority regarding fiat currency or digital tokens within the Client Sub-account or other permissions for using services through or for the benefit of the Client Sub-account.

The terms and conditions of the entrusted sub-account, the rights and authority of the Entruster, and the rights of the Entruster may be further agreed upon by the Entruster and the Entruster, even if differing from those specified above. However, GalaxyEX shall not become a party to such terms and conditions agreed between the Entruster and the Entruster, nor shall it be bound or obligated by them. Without limiting the general provisions of the aforementioned terms, if the Entruster imposes restrictions on the authority of the Entruster regarding the entrusted sub-account, the Entruster shall have the responsibility to impose these restrictions through an agreement with the Entruster. GalaxyEX shall not be bound by such agreements and shall not be liable for any breach by the Entruster or the Entruster. Furthermore, when the authority of the Entruster over the entrusted sub-account is properly revoked, the Entruster's access to assets, information, and data in the entrusted sub-account shall terminate, even if otherwise stipulated in the agreement between the Entruster and the Entruster.

In order for GalaxyEX to permit delegated sub-accounts, the Delegator and the Delegated Party hereby enter into the following agreement:

4.1. GalaxyEX shall not be liable for any act or omission of the Client or its representatives, and no Affiliate shall be liable for this, including (i) use or failure to use the Services, (ii) any loss suffered in the Client Sub-account as a result of using the Services, or (iii) any loss suffered as a result of transferring any fiat currency or digital token between accounts or digital token wallets or between sub-accounts within any account;

4.2. GalaxyEX May act upon and rely on instructions or other information provided by the representative to any related party concerning the entrusted sub-account. No related party shall be liable for: (i) any losses arising from any errors committed by the representative regarding the entrusted sub-account, or (ii) any errors directly or indirectly caused by fraud or duplicate instructions or other information provided by the representative to any related party.

4.3. Neither the Client nor the Agent shall be entitled to claim from any Affiliate any form of damages, specific performance (including freezing of assets in any of the Client Sub-accounts) or compensation for the use of services in the Client Sub-accounts.

4.4. The Client hereby declares and warrants that the use of services by the Client and its representatives through the Sub-account complies with all legal, regulatory, contractual, operational, and other requirements and obligations imposed on the Client. The Client's exercise of rights and obligations related to the Sub-account requires neither governmental approval nor any additional actions by third parties, unless such approval has been obtained or rendered.

and is fully effective. All actions taken by the trustee account and the trustee will comply with all laws relating to the management of fiat currency and digital assets, the conduct of trading activities, and the use of services on behalf of third parties.

4.5. Any information regarding the Client's plans for the entrusted sub-account and the risks the Client anticipates shall be provided by the Client, not by GalaxyEX. The Client has informed the Client of any government approvals or legal requirements it holds regarding the entrusted sub-account or the actions/services provided by the Client to the entrusted sub-account.

4.6. The Client has determined and agrees that it is solely responsible for ensuring that the services provided by the Client with respect to the Client Sub-account are sufficient to meet all of the Client's legal, regulatory, contractual, operational and other requirements and obligations and that such services are appropriate and desirable to the Client.

4.7. GalaxyEX No warranties, warranties or representations, express or implied, that the services provided by the Representative with respect to the entrusted sub-account meet any legal or regulatory requirements applicable to the Representative or the Client.

4.8. Representatives have established and should maintain technical and organizational measures to protect the security and confidentiality of their information and comply with laws restricting the collection, use, disclosure, processing and free movement of personal data.

4.9. Neither the Client nor the Agent shall, by any means, falsify or materially omit any information or provide misleading or inaccurate information requested by any Affiliated Party, including information relating to the use of the Client's sub-accounts or any services related thereto.

5. Risk and Liability Limitations: Important Notice: This section supplements the risk disclosure statement. Digital token trading is inherently volatile, with markets experiencing rapid changes in price, liquidity, market depth, and trading dynamics. The information provided on or through this website is for general reference only. GalaxyEX and its affiliates do not guarantee the accuracy, completeness, or practicality of such information. You assume full responsibility for all transactions and non-transactional activities conducted through this website and your account (including any sub-accounts or digital token wallets on the site), as well as for verifying the true status of positions or contracts with third parties on the website, even if the site displays incorrect information at any time. In the event of any conflict between the information reflected in your account (including any sub-accounts or digital token wallets) and the records maintained by GalaxyEX, the official records of GalaxyEX shall prevail, even if such discrepancy results in losses or increased liabilities to you. You acknowledge and agree to: assume full responsibility for all transactions, non-transactional actions, and omissions conducted through this website, as well as all profits and losses arising from your use of the website and any services; be accountable for any negative balances in your account (including any sub-accounts or digital token wallets on this site); bear full liability for all obligations related to financing activities conducted through this website; and maintain complete responsibility for safeguarding access to this website and its services, along with all information provided through these platforms—including accounts, sub-accounts, digital token wallets, addresses, private keys, usernames, passwords, and bank account details. You expressly waive any right to claim damages, specific performance, or compensation from GalaxyEX for actions taken in managing the digital token market.

This website does not guarantee that you will not incur losses. If you participate in

the services of this website or a force majeure event occurs, your losses may exceed the amount in your account (including any sub-account or digital token wallet).

When conducting transactions through financing, GalaxyEX assumes risks if your digital token's value declines. Should your digital token's value drop below a predetermined threshold, you are obligated to address this market situation by using fiat currency or other digital tokens approved by GalaxyEX. Failure to respond promptly may result in forced liquidation of your digital tokens in the wallet. Even if GalaxyEX can enforce liquidation of your positions (e.g., due to market volatility or liquidity issues), there is no guarantee of stop-loss protection. GalaxyEX shall not be liable for losses incurred by any financing provider regarding fiat currency funds, digital tokens held by financing recipients on the platform, or any other party involved in the transaction.

6. The Role of GalaxyEX: GalaxyEX typically does not act as a principal, counterparty, or market maker in transactions conducted through the website, nor does it provide financing for margin trading on the platform. However, GalaxyEX may occasionally choose to engage in such activities or enter into contracts with third parties to do so. When GalaxyEX or its contracted third parties conduct transactions on the platform or related services, their

Orders, trades and other transactions will be treated as if they were orders, trades or other transactions of other users, or priority will be given to orders, trades or other transactions of lower priority than those of other users.

6.1. Furthermore, GalaxyEX manages the trading platform and oversees bidding processes, pricing negotiations, and contract execution among all parties participating in financing activities on the website. Should any disputes arise between parties regarding services (including transactions conducted through the platform or between parties providing financing for online transactions), GalaxyEX reserves the right to suspend full or partial service provision to you until such disputes are resolved.

6.2. By this irrevocable designation, you appoint GalaxyEX as the exclusive agent for all contracts on the website where you act as a financing recipient. Specifically, you grant GalaxyEX agency authority to: 1) exercise, collect, monitor, and maintain liens on all legal and digital assets held in any accounts (including sub-accounts or digital token wallets) under your name or control to support one or more financing providers ("Lien"); and 2) liquidate any digital tokens or legal assets held in such accounts when necessary, ensuring full repayment to all financing providers from whom you have obtained funding through the website.

6.3. GalaxyEX may from time to time provide account management services ("Account Management") for certain service users. Account Management shall be considered part of the Service and shall be governed by these Terms and Conditions. GalaxyEX reserves the right to discontinue Account Management at any time for any reason without prior notice. Account Management is typically conducted remotely and may involve discussions on technical issues to assist users in achieving technical objectives related to using the Service. Account Management does not constitute, and should never be construed as, advice regarding any specific transaction related to the Service.

6.4. To avoid ambiguity, except for paragraph 20 of this clause, GalaxyEX does not provide any investment advice, portfolio management services, legal counsel, accounting services, tax advice, or other professional recommendations, nor does it offer technical specifications, models, algorithms, or any other solutions related to transactions. GalaxyEX neither endorses, supervises, audits, evaluates, nor authorizes representatives or any third parties who may provide or claim to provide any of the aforementioned services.

7. Settlement of Lien: If you attempt to withdraw your digital tokens and legal tender from your account, and there exists an outstanding lien on any legal funds or digital tokens held by you, GalaxyEX may settle the lien. Furthermore, you agree not to create or hold any unsecured encumbrances over any digital tokens or legal tender in your account.

8. Withdrawals and Deposits: GalaxyEX reserves the right to process and send withdrawals from your account (including any sub-accounts or digital token wallets) using fiat currencies or any one or more digital tokens, even if you initiate withdrawals using different digital tokens or fiat currencies. When processing and sending withdrawals of any fiat currency or one or more digital tokens, or when handling deposits into your account, GalaxyEX or its affiliates may need to share your user information with other contract parties (including financial institutions) or comply with applicable legal requirements or any legitimate government demands. You irrevocably grant GalaxyEX and its affiliates all permissions to share this information with such contractual parties, and waive any liability for errors, omissions, or related negligence under applicable laws or governmental requirements. You accept all consequences arising from the withdrawal or deposit of digital tokens through GalaxyEX. Should you choose to withdraw digital tokens

from GalaxyEX to a third-party wallet or deposit them into your account, the administrator of such wallet may refuse your transfer or cause it to fail for any reason. You acknowledge that GalaxyEX shall not be liable for any losses resulting from your transfers of digital tokens. Blockchain transactions are irreversible. Once digital tokens are sent to an address—whether intentionally, fraudulently, or accidentally—you accept the risk of losing access to these tokens and potential claims. GalaxyEX shall not be responsible for any loss or action taken to recover lost, stolen, or misdirected digital tokens. You acknowledge that GalaxyEX may delay or suspend withdrawals, deposits, or transfers under various circumstances. These include: when GalaxyEX determines you have engaged in prohibited activities; when GalaxyEX is instructed by any government to do so; if your digital token wallet or other accounts/wallets are involved in unresolved litigation, investigations, or government proceedings; or when GalaxyEX suspects unauthorized access attempts to your digital token wallet or account.

9. Liquidation and Losses: If the value of your digital tokens falls below a specified threshold or if your positions pose a significant threat to the normal operation of the token market, GalaxyEX may take actions unfavorable to you. Firstly, GalaxyEX reserves the right to forcibly liquidate your digital tokens in the wallet. In such cases, your tokens will be seized by GalaxyEX to repay any outstanding amounts owed to financing providers. Secondly, if (i) you have negative equity, (ii) GalaxyEX determines during liquidation that one or more of your positions or combinations of positions may have negative equity (i.e., assets below maintenance requirements), or (iii) GalaxyEX determines that one or more of your positions or combinations of positions pose a serious threat to the normal operation of the token market (including price stability), GalaxyEX reserves the right to seize, take over, and assume all debts and collateral, as well as dispose of one or more positions. All risks and costs shall be borne by GalaxyEX. Additionally, in the second scenario, if the total value of all margin positions exceeds the specified threshold in the fee schedule, you may incur additional fees as stipulated in the fee table. In addition to your responsibility for all transactions and financing activities and inactivity on the Website, GalaxyEX may at its sole discretion take any action at any time under this paragraph, whether or not you are notified.

10. Inactivity Fee: If you fail to trade or participate in any financing activities on the website for one consecutive year, GalaxyEX reserves the right to charge you a monthly inactivity fee of \$5.00, whether or not you are notified. This fee will be deducted from the digital tokens and other assets you hold on the platform. The amount and terms related to this fee may be updated from time to time in the fee schedule.

11. User submissions, feedback and suggestions:

11.1. User Submitted Content: The website or certain services may contain member profiles, forums, groups, and other interactive features that allow users to publish, submit, post, display, or transmit content or materials (collectively "User Submitted Content") on the site or through it. By this agreement, you hereby grant GalaxyEX and its affiliates a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license (including the right to sublicense) to use, reproduce, modify, distribute, broadcast, display, and disseminate User Submitted Content, whether currently known or subsequently developed, through any media or distribution method. You agree to be solely responsible for any User Submitted Content you contribute or submit, and to indemnify GalaxyEX and its affiliates against damages arising from such content. You (not GalaxyEX or its affiliates) shall bear full responsibility for the legality, reliability, accuracy, and appropriateness of such content. GalaxyEX and its affiliates shall not be held liable for the content or accuracy of User Submitted Content posted by you or other users of this website, nor shall they be held responsible to any third party.

11.2. User Feedback and Suggestions: Without limiting the scope of Section 11.1, by sharing feedback and suggestions with GalaxyEX or its affiliates (including as part of account management services), you grant GalaxyEX and its affiliates a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license to use any intellectual property rights in such shared feedback and suggestions, including the right to improve upon, copy, reproduce, modify, publish, transmit, broadcast, display, and distribute them. You agree that by submitting feedback or suggestions to GalaxyEX or its affiliates, you waive any right to compensation if GalaxyEX or its affiliates consider or develop technologies identical or similar to those suggested.

12. Compulsory arbitration to resolve disputes:

12.1.Covered Claims: Except for the exclusions of claims specified in paragraph 12.2 below, both GalaxyEX and you agree that any disputes, claims, or controversies arising from or related to (a) the existence, violation, termination, enforcement, interpretation, or validity of these Terms and Conditions; (b) your operation of the website or services; or (c) your access to or use of the Services shall be subject to and ultimately resolved through confidential, binding arbitration rather than class action, representative, or consolidated litigation proceedings. Arbitration shall be conducted via video conferencing technology (unless both parties agree that face-to-face hearings are appropriate given the nature of the dispute), with one arbitrator presiding under the International Rules for the Prevention and Settlement of Conflicts (CPR Rules), as amended by the International Institute for the Prevention and Settlement of Conflicts. The sole arbitrator must be a practicing attorney in the British Virgin Islands with at least fifteen years of experience in commercial dispute resolution.

(15) The parties shall possess relevant experience and hold valid professional certifications. Where applicable, the interpretation and enforceability of this arbitration clause shall be governed by the Federal Arbitration Act of the United States. If the parties fail to jointly appoint arbitrators within thirty (30) days after commencing arbitration, the Institute for International Conflict Prevention and Resolution shall select qualified arbitrators as specified above. Any arbitral award rendered by an arbitrator may be adjudicated by a competent court. Should the parties fail to promptly agree on the arbitration venue, the venue shall be the British Virgin Islands if in-person hearings are chosen. The proceedings shall be conducted in English. No evidence disclosure shall be permitted unless mutually agreed upon by both parties or approved by the arbitrator, who shall minimize such obligations. The arbitrator may rule on remedies available to competent courts, including legally authorized attorney fees, with arbitral awards enforceable in court. For claims under USD 15,000, GalaxyEX shall reimburse all initial application costs upon successful recovery. The prevailing party determined by the arbitrator is entitled to recover arbitration costs (including arbitrator fees), reasonable attorney fees, and associated expenses.

12.2. Excluded Claims: The following claims and causes of action shall be excluded from arbitration, as stated in paragraph 12.1: Any party seeking an injunction or other equitable relief to allege the illegal use of its intellectual property, including but not limited to copyrights, trademarks, trade names, trade secrets, patents, confidential information, or private data. Nothing in this paragraph 12 shall prevent GalaxyEX from seeking any other form of injunctive relief in any competent court, whether or not interim relief has also been sought from the arbitrator.

12.3. Jurisdictional Objections: Arbitrators shall have the authority to hear and rule on objections to their jurisdiction, including any objections to the formation, existence, scope, enforceability, or validity of an arbitration agreement. This power applies to objections concerning the subject matter of the dispute and the jurisdiction over the parties to the arbitration. Additionally, arbitrators may determine the existence, validity, or scope of contracts containing arbitration clauses. Each provision in paragraph 12 shall be deemed separable from the contract to which it belongs for purposes of jurisdictional objections. Any objection to the jurisdiction of an arbitrator (except those based on the award itself) shall be filed no later than the notice of defense or response to a counterclaim (for counterclaims). However, if claims or counterclaims are subsequently added or modified, such objections may be filed no later than the date specified in the Rules of Practice for responding to such claims or counterclaims.

12.4. Class Action Waiver: You and GalaxyEX expressly agree to: (a) waive any right to initiate or participate in class action or representative litigation proceedings, and shall not assert or apply such claims in any arbitration conducted under these Terms of Service; (b) neither you nor GalaxyEX may file class actions or representative claims against each other through arbitration or other legal proceedings; (c) each party shall only submit its own individual claims through arbitration without seeking to represent others or consolidate claims with third parties; (d) nothing in these Terms of Service shall be construed as an agreement that either you or GalaxyEX intends to arbitrate claims collectively or representally; (e) the granting of relief to any one website or service user shall not and must not affect any other users of the website or service. No adjudicator shall consolidate or join claims involving more than one party, nor shall they preside over any form of merger, representative, or class action proceedings.

12.5. Confidentiality: The parties shall keep the arbitration proceedings and any award (including hearings) confidential, unless necessary to prepare for or conduct a substantive arbitration hearing, or necessary in order to apply to the court for preliminary relief measures, to challenge the award judicially or to enforce the award, or as otherwise required by law or judicial decisions.

13. Jury Trial Waiver: To the maximum extent permitted by applicable law, the parties irrevocably and unconditionally waive their right to a jury trial in any legal action or proceeding, whether such action or proceeding arises from or relates to this Service Agreement or any breach of this Service Agreement, your use or attempted use of the Website or Services, and/or any other matter involving the Parties.

14. Prohibited Use: You must not use the Service to engage in the following categories of activities ("Prohibited Use"). The specific activities listed below are representative examples of prohibited usage, though they are not exhaustive. If you are uncertain whether your use of the Service involves prohibited use or have any other questions regarding how these requirements apply to you, please contact us through a support ticket. By using the Service, you acknowledge that you will not engage in any of the following prohibited uses:

14.1. Using this website or any services to conceal the source or nature of illegal proceeds, or further violating applicable laws, or trading or operating any prohibited digital token, legal tender, funds, property or proceeds;

14.2. If any applicable law (including the Anti-Money Laundering Act, the Anti-Terrorist Financing Act, the Anti-Corruption Act, and the Economic Sanctions Act) prohibits, penalizes, sanctions, or holds GalaxyEX liable for providing or offering any services to you or your account (including any sub-account or digital token wallet on the website) or digital token address under these Terms of Service, then use this website or any services;

14.3. Using this website or any services, or any financial services of U.S. financial institutions associated with this website or website services (whether or not GalaxyEX's affiliates), to facilitate, approve, evade, avoid or circumvent any applicable laws, including anti-money laundering laws, anti-terrorist financing laws, anti-corruption laws and economic sanctions laws;

14.4. Use this website or any services to avoid tax under the laws of the British Virgin Islands, the United States or any other jurisdiction applicable to you or this website;

14.5. Using anything that you legally obtained and is not your legal funds, keys, property or digital tokens to trade, obtain financing or otherwise trade on this website, or use any services;

14.6. Using this site or any service to interfere with or disrupt the rights or obligations of GalaxyEX or any other website user or any other person;

14.7. Publishing, submitting, publishing, displaying or transmitting any user-submitted content that violates the Terms of Service or the rights of any person (including the intellectual property rights of any person);

14.8. Providing misleading or inaccurate information to the website or GalaxyEX, or taking advantage of any technical glitch, glitch, delay, breach or security breach;

14.9. Using this site or any service to engage in conduct that is harmful to GalaxyEX or any other website user or any other person;

14.10. Using this website or any services: (i) to engage in or attempt to engage in money laundering, fraud, fake trading, or price manipulation; (ii) to intentionally disrupt the orderly conduct or fair execution of transactions, or to place orders or quotes regardless of the adverse impact on such orderly conduct or fair execution; (iii) to place orders or quotes on this website or any digital token market with the intent to create a false impression of market depth or interest; or (iv) to take other actions that violate the trading rules manual;

14.11. Falsifying the registration, exchange or management of details of any digital token wallet, digital token address, site or account (including any sub-account) provided to GalaxyEX or any of its affiliates, impersonating others or distorting your association with someone;

14.12. Publishing, submitting, publishing, displaying or transmitting any user-submitted content that may deceive anyone;

14.13. Falsifying or materially omitting any information or providing misleading or inaccurate information required by GalaxyEX or any of its affiliates, including when registering on the website or in the course of managing any services for you;

14.14. By accessing the website or any services, including posting, submitting, publishing, displaying, or transmitting any of the following content, you may cause or attempt to cause harm to GalaxyEX, its affiliates, or any third party: (i) defamatory, obscene, lewd, abusive, offensive, harassing, violent, hateful, inflammatory, or other objectionable user-submitted content; or (ii) orders or transactions designed to exploit others' errors or manipulate the digital token market.

14.15. Promoting discrimination based on race, religion, nationality, disability, sexual orientation, gender or gender identity or age;

14.16. Give the impression that the content submitted by users comes from GalaxyEX or its affiliates or any other person or is endorsed by them (if this is not the case);

14.17. Having multiple registered identities or accounts (including any sub-accounts) on the website, or using any digital token wallet in a one-time, "one-time" manner; Any additional accounts, sub-accounts, or digital token wallets, or one-time "one-time" digital token wallets may be terminated or suspended by GalaxyEX at its sole discretion;

14.18. If you are subject to prohibitions or restrictions specified in paragraph 2, then use any virtual private network, proxy service, or any other third-party service, network, or product to access this website or use any services, thereby masking your IP address or location, or access this website or use any services from any prohibited jurisdiction or government or government official jurisdiction, or access this website or use any services from any prohibited jurisdiction or government or government official jurisdiction, or be subject to any prohibited jurisdiction or government or government official jurisdiction, or access this website or use any services from any prohibited jurisdiction or government or government official jurisdiction, or be subject to any prohibited jurisdiction or government or government official jurisdiction,

Any services;

14.19. Release, submit, publish, display or transmit any advertising or promotional material without the prior written consent of GalaxyEX or its affiliates;

14.20. Using accounts, sub-accounts, digital currency wallets, any service or website to seek financial or other benefits for prohibited persons;

14.21. Violate, promote, cause to violate, or conspire to violate or attempt to violate this Service Agreement or applicable laws;

14.22. Where funds are received from other individuals or entities or on behalf of other individuals or entities through this website as payment for goods or services, or to facilitate the transfer of funds, unless GalaxyEX expressly consents in writing (such express agreement includes any merchant account approved under the GalaxyEX Pay Terms of Service); or

14.23. Using this site in a manner that causes unreasonable or disproportionate load or burden on the infrastructure of this site or the GalaxyEX system or network or on any system or network connected to this site or GalaxyEX.

If GalaxyEX determines or suspects that you have participated in any prohibited use, GalaxyEX may independently decide to impose appropriate sanctions. Such sanctions may include: deleting or refusing to publish any user-submitted content provided by you; reporting to any government, law enforcement agency, or other authorities without notifying you; freezing or confiscating any legal funds, property, earnings, or digital tokens in your website account (including any sub-accounts or digital token wallets); and suspending or terminating your access to any digital token addresses or services within digital token wallets containing legal funds, property, earnings, or digital tokens. When necessary or required by law, GalaxyEX may independently seize your assets and deliver them to applicable governments, law enforcement agencies, or other authorities. Additionally, if your actions or inactions cause losses to GalaxyEX or its affiliates, you shall pay a sum to GalaxyEX or its affiliates to fully compensate for such losses, including taxes or fines that may be imposed on GalaxyEX or its affiliates.

15. Due Diligence in Anti-Money Laundering and Counter-Terrorist Financing: GalaxyEX is committed to providing secure, compliant, and reputable services while identifying, detecting, preventing, and reporting money laundering, terrorist financing, and other illicit activities in accordance with applicable anti-money laundering laws, counter-terrorist financing laws, anti-corruption laws, and economic sanctions regulations. To ensure compliance, GalaxyEX maintains a comprehensive user due diligence process with continuous analysis and reporting. By agreeing to these terms, you hereby confirm that you are not a prohibited entity and have not utilized any accounts, sub-accounts, or digital token wallets to benefit prohibited entities. You must promptly provide all required information to fulfill compliance requirements and obligations under applicable laws and GalaxyEX's or its affiliates' compliance policies and procedures. Furthermore, GalaxyEX or its affiliates may assess whether you have deposited, withdrawn, or transferred legal tender or digital tokens to or from U.S. financial institutions to facilitate service provision. If applicable, you must provide all required information and necessary details to meet due diligence requirements and obligations under applicable laws and GalaxyEX's compliance policies or procedures. You agree to promptly submit any documents, information, or records requested by GalaxyEX, including self-certifications for determining tax residency and identity under the Tax Information Exchange Act (TIEA). Such materials may include self-certifications regarding beneficial ownership and control rights. GalaxyEX reserves certain

information, documents, and records as required by applicable laws and contractual agreements, and expressly retains the right to retain such materials. Based on documents, information, or records you provide, those requested by GalaxyEX, or otherwise submitted, GalaxyEX may independently determine whether you are a GalaxyEXWW customer or a GalaxyEXNA customer. Furthermore, GalaxyEX monitors and evaluates suspicious or potentially sanctionable transactions in accordance with applicable anti-money laundering laws, anti-terrorist financing laws, anti-corruption laws, and economic sanctions laws. The company is required to report such transactions to FinCEN, OFAC, FIA, and international regulatory authorities. These obligations remain effective even if you suspend or terminate your relationship with GalaxyEX or decline to open an account. Our policies apply to all digital tokens, legal tender, and other funds or assets exchanged by you or your affiliates through the website.

GalaxyEX reserves the right to prohibit any user from trading, conduct enhanced due diligence, suspend or terminate service management, or create or manage any account (including any sub-account or digital token wallet) for any user at any time for any reason (or no reason), including the provisions of paragraphs 14 and 17, subject to any restrictions provided by applicable laws. Without limiting the general provisions of the preceding clauses, this includes any transfer, transaction, business, or dealings with: (i) Sanctioned entities; (ii) Citizens or residents, governments, or officials under the jurisdiction of the prohibited jurisdiction; (iii) United States nationals; (iv) The Government of Venezuela; (v) Individuals from jurisdictions that fail to meet international anti-money laundering and counter-terrorist financing standards (including those identified by the Financial Action Task Force as high-risk, uncooperative, or strategically deficient jurisdictions, or those under enhanced monitoring); (vi) Persons currently serving or having served as government officials or political public figures defined in the FATF's 40 Recommendations; (vii) Individuals subject to penalties, sanctions, or other liability risks under anti-money laundering laws, anti-terrorist financing laws, anti-corruption laws, economic sanctions laws, or tax laws applicable to you, GalaxyEX, or its affiliates; (viii) GalaxyEX's determination that any person (including affiliates) in the United States or U.S. territories/insular lands (whether acting through, for, by, or originating from U.S. financial institutions) has violated, caused others to violate, attempted to collude in violating, or evaded or circumvented these Terms of Service or applicable laws. and (ix) failure to meet any user due diligence standards, requirements, or GalaxyEX's requirements, or individuals who appear to pose high risks, including any of the aforementioned factors. GalaxyEX may independently decide to implement enhanced due diligence procedures instead of refusing to register, access, or maintain your account (or any sub-account or digital token wallet). You may be subject to enhanced due diligence procedures at any time while using this website and its services. If you refuse to provide required due diligence information or fail to respond in a timely manner or substantively to requested documents/data, GalaxyEX reserves the absolute discretion to immediately suspend or terminate services provided to you.

16. Intellectual Property Right :

16.1. The trademarks, service marks, and product names appearing on this website, including text and design marks ("marks"), logos, texts, codes, images, graphics, and other protected works ("copyrights"), trade secrets, or proprietary technologies ("proprietary assets") (collectively referred to as "IP") are owned by GalaxyEX and/or used by GalaxyEX and its affiliates with licenses. You agree that without prior written consent from GalaxyEX or the respective owners of IP, you may not misappropriate, copy, imitate, display, exploit, reverse engineer, distribute, or otherwise use IP in any manner, including but not limited to: as trademarks, service marks, product names, domain names, website identifiers, social media handles, online content/advertisements, marketing materials, telephone number-related identifiers, email address-related identifiers, internet search results, metadata, code, or any other form.

16.2. If you represent, you agree not to take any action described in paragraph 16.1 to promote or otherwise market any action or service taken, made or provided by or on behalf of the Sub-account.

16.3. You may link to the homepage of this website or other web pages, provided that such links are made in a fair and lawful manner, without misleading consumers, and without harming, defiling, interfering with, endangering, or otherwise negatively impacting GalaxyEX's reputation. For clarity, any link implying any form of association, approval, subordination, or endorsement of GalaxyEX

without prior written consent constitutes a clear violation of these Terms of Service.

16.4. This website may provide certain online and/or social media features that enable you to link, send communications, or display content from this site. You must use these features in the manner provided and intended by GalaxyEX. You are prohibited from establishing links to any website or social media profiles/accounts not owned or controlled by you, displaying content from this site on other websites or applications (e.g., through framing, deep linking, or embedded links), or engaging in any actions with materials on this site that conflict with other provisions of these Terms of Service.

16.5. You must not register, record, control, own, or encourage or assist any third party to register, record, control, or own any assets identical to, similar to, or containing any IP, including but not limited to domain names, social media names/personal profiles, trademarks, service marks, product names, websites, email addresses, phone numbers, metadata, codes,

Logo, text, images, graphics, protected works, trade secrets, registrations, records, or any other intellectual property rights owned directly or through third parties by GalaxyEX, its affiliates, or licensors ("Prohibited Assets"). If GalaxyEX becomes aware that you own or control any Prohibited Assets, or encourage or assist any third party in owning or controlling such assets, the Prohibited Assets will automatically be transferred and assigned to GalaxyEX, its designated affiliates, or its licensors (as applicable) under these Terms of Service. You agree to execute all required documents and take additional actions deemed necessary or desirable by GalaxyEX, its affiliates, or its licensors to record and perfect the rights transfer under Section 16. Should GalaxyEX, its affiliates, or its licensors fail to ensure your timely execution of any documents under Section 16 within fourteen (14) days for any reason, you irrevocably appoint GalaxyEX, its affiliates, and its licensors, along with their duly authorized directors, officers, and agents, as your de facto legal representatives. These representatives shall act on your behalf, sign and submit such documents on your behalf, perform all other legally permissible acts to further achieve the aforementioned purposes, and have the same legal effect as your execution.

16.6. This website, services, and intellectual property are protected by copyright, trademark, trade secret, and other intellectual property or proprietary rights laws in various jurisdictions, as well as international treaties and agreements. All rights not expressly granted to you in these Terms of Service shall be reserved by GalaxyEX, its affiliates, and/or licensors. Unless explicitly authorized by GalaxyEX, you may not: (i) license, sublicense, lease, sell, transfer, distribute, or otherwise commercially use or provide the website, services, or intellectual property in whole or in part; (ii) copy, modify, repost, distribute, or create derivative works based on the website, services, or intellectual property; (iii) "franchise" or "mirror" any portion of the website, services, or intellectual property on any server or wireless internet-based device; or (iv) reverse engineer or access the website, services, or intellectual property in whole or in part for any purpose, including but not limited to: (a) developing competing products or services; (b) creating products or services using similar ideas, features, functions, or graphics from the website, services, or intellectual property in whole or in part; or (c) replicating any ideas, features, functions, or graphics from the website, services, or intellectual property in whole or in part.

17. Your representations and warranties: You represent to GalaxyEX that, on the date you accept or consider yourself to have accepted these Terms of Service and on each day you use or access the Services, in each case with reference to the facts and circumstances existing as of such date, as follows:

17.1. If you are an individual user, you have reached the age of 18 and have the capacity to enter into contracts under applicable law;

17.2. If you are registering to use or using the Site on behalf of a legal entity: (i) the legal entity is duly organized and validly existing under applicable law in the jurisdiction where it is organized; and (ii) you and any individual using the Services on behalf of the legal entity have been duly authorized by the legal entity to act on its behalf;

17.3. You understand the risks involved in using this Site. Paragraph 2 of these Terms of Service does not prohibit or restrict your use of this Site, applicable laws do not prohibit your use of this Site or act for the benefit of others whose use is prohibited or restricted, and you have had access to legal, accounting, tax and other professional advice regarding these Terms of Service and the Services;

17.4. You will not use this website or any services to conceal or disguise the source or nature of proceeds of crime or terrorist financing, or further violate any

applicable anti-money laundering laws or laws combating terrorist financing, or process any illegal digital tokens, legal tender, property, funds or proceeds;

17.5. You shall not use any assets other than statutory funds or legally obtained digital tokens to conduct transactions, obtain financing, or engage in other transactions on this website, nor shall you use any services. You maintain good and marketable ownership rights or other relevant and sufficient rights over such statutory funds or digital tokens, free from any liens, claims, or encumbrances inconsistent with the use of these transactions or services on this website. However, any statutory funds or digital tokens used for financing must be free from liens, claims, and encumbrances, except as expressly provided in these Terms or this Agreement.

17.6. You currently comply with and must pay your own fees to comply with all laws relating to or affecting the services performed under these Terms of Service (and any entrusted sub-accounts, as applicable), including anti-money laundering laws, anti-terrorist financing laws, anti-corruption laws, economic sanctions laws, tax information exchange laws, or other tax laws;

17.7. You agree to conduct any and all tax and information reporting in accordance with the Anti-Money Laundering Act, the Anti-Terrorist Financing Act, the Anti-Corruption Act, the Economic Sanctions Act, the Tax Information Exchange Act or other tax laws reasonably determined by GalaxyEX;

17.8. You or any of your affiliates shall not directly or indirectly (i) use any digital tokens, legal tender, property, proceeds, or funds subject to the website's services on behalf of or for the benefit of prohibited individuals or persons subject to the jurisdiction of any prohibited jurisdiction, unless authorized by government approval or otherwise permitted by applicable law; (ii) in violation of or subject to prohibitions, restrictions, or penalties under applicable economic sanctions laws; or (iii) in a manner that violates, does not comply with, is penalized for, or results in failure to submit required reports under applicable anti-money laundering laws, counter-terrorism financing laws, or economic sanctions laws.

17.9. You have not (i) violated; (ii) been fined, prohibited, sanctioned, subjected to restrictions related to economic sanctions or other penalties; (iii) received any oral or written notice from any government regarding your actual or potential violations; or (iv) received any other report that you are the subject of sanctions, restrictions, penalties, or enforcement action or investigation under any applicable laws (including anti-money laundering laws, anti-terrorist financing laws, anti-corruption laws, or economic sanctions laws);

17.10. You or any of your affiliates: (i) are not owned or controlled by, and are not beneficially connected to, the sanctioned individuals; (ii) engage in transactions, transfers, or activities that may result in you, your affiliates, shareholders, directors, officers, employees, agents, or partners becoming sanctioned individuals, whether through the use or receipt of services via any digital token wallet or address; (iii) reside in, settle in, or transfer digital tokens, legal tender, funds, or property to/from any digital token wallet or address, or participate in transactions on the website from prohibited jurisdictions; (iv) are government officials or governmental personnel in the prohibited jurisdiction; or (v) other prohibited persons;

17.11. You or any of your affiliates, or you or the shareholders, directors, officers, employees, agents, or partners of your affiliates, have not, directly or indirectly, provided, promised, given, or authorized any payment to, or provided, promised, given, or authorized any other valuable thing, including any digital token or legal tender, to government officials or individuals employed by other entities in the private sector, in violation of any applicable anti-corruption laws;

17.12. You will not forge any registration or management details of a digital token wallet or account provided to GalaxyEX;

17.13. You will not fabricate or materially omit any information, nor provide misleading or inaccurate information that is directly or indirectly related to your activities on the website or the use of any services by GalaxyEX, including during registration, management, or other due diligence processes. If any information provided to GalaxyEX becomes incorrect or outdated, including information related to your beneficial ownership, you will promptly provide GalaxyEX with updated information.

17.14. You should adopt reasonable antivirus, anti-malware, and other software and technologies to protect you and your accounts (including any sub-accounts or digital token wallets) from hacking or other malicious activities. This ensures the integrity of your accounts (including any sub-accounts or such digital token wallets) and prevents unauthorized access to your accounts (including any sub-accounts or such digital token wallets) and website permissions from others;

17.15. You shall not introduce or spread any virus to the computer systems of GalaxyEX or its affiliates;

17.16. You acknowledge and agree that the fiat currency, digital tokens or other property in your account, sub-account or digital token wallet is not an independent asset held in your name or for your benefit and is only reflected in GalaxyEX's books and records;

17.17. You acknowledge and agree that any transactions or other instructions received or executed through this website using your login credentials or the authorized email address archived by GalaxyEX shall be deemed valid, binding, and conclusive. This shall apply regardless of errors caused by you or your representatives, fraud or duplication directly or indirectly resulting from such instructions, or malfunctions in devices used to transmit instructions or breaches of credentials. GalaxyEX may take action pursuant to these instructions without assuming any liability or obligation.

17.18. You will report all income and pay all taxes relating to your activities on the website fairly and in a timely manner in accordance with applicable laws;

17.19. You have all rights to own or control the content submitted by your users and are entitled to grant the above licenses to GalaxyEX, its affiliates and their respective licensors, successors and assignees;

17.20. GalaxyEX and its affiliates will not infringe the rights of any other person in the use of user-submitted content in their services

Leveraging or violating applicable laws or regulations;

17.21. All user submissions by you comply with these Terms of Service;

17.22. You will determine whether any transaction you initiate or receive is taxable and, if so, you will declare and/or pay the correct tax to the appropriate tax authority

17.23. You have not experienced a user bankruptcy event and have no reason to believe that you will experience a user bankruptcy event in the next six (6) months; and

17.24. If you know or have reason to know that any of the above representations or warranties are no longer correct or become incorrect, you will notify GalaxyEX accurately and promptly.

18. GalaxyEX No Representations or Warranties: GalaxyEX makes no representations, warranties, commitments, or guarantees of any kind to you, and expressly disclaims all express, implied, or legal representations, warranties, commitments, or guarantees regarding the website and services to the extent permitted by applicable law. The website and services are provided as is and in their original form, and under no condition whatsoever do they constitute a representation of merchantability or fitness for any particular purpose, except as generally permitted by the foregoing terms. GalaxyEX may also provide access to features or services labeled as "beta" or pre-release. Without limiting the preceding statements in this paragraph, you understand that such services are still in development, may contain errors or inaccuracies, may be incomplete, undergo significant changes prior to full commercial release, or may never enter commercial release. You acknowledge that GalaxyEX relies on your representations, warranties, confirmations, and agreements as conditions for providing the services, and without such representations, warranties, confirmations, and agreements, GalaxyEX would not provide any services to you.

19. Third-party Services: GalaxyEX and its affiliates enter into contracts with individuals to provide certain data, information, insights, analyses, and articles through websites and services. They may also offer links to third-party websites or services not under their control (collectively referred to as "third-party services"). In addition to the terms of service, you may be subject to any additional terms required by third-party service providers, including their privacy policies, guidelines, and/or procedures that may differ from those of GalaxyEX and its affiliates. GalaxyEX and its affiliates make no representations, assume no liability for, nor have any control over the privacy, security, or practices of any third-party services or providers. Furthermore, GalaxyEX and its affiliates (1) do not exercise any duty of care regarding such third-party services, and (2) bear no responsibility for the accuracy or reliability of any information, data, opinions, policies, recommendations, or statements contained in third-party services or related services. You are solely responsible for verifying such information.

20. No advice: GalaxyEX does not provide any investment, portfolio management, legal, accounting, tax, or other advice, nor any advice regarding trading techniques, models, algorithms, or any other solutions. Any information you provide when accessing and using the services should not be considered professional advice. Educational materials provided by GalaxyEX or its affiliates may be for reference only. You should not take or refrain from taking any actions based on this information. GalaxyEX and its affiliates do not undertake any obligation to update or publicly modify such materials. Before making any financial, legal, or other decisions regarding the services, you should seek independent professional advice from licensed professionals qualified in the relevant fields where such recommendations apply. These Terms of Service neither intend nor will create any

fiduciary liability for us. Furthermore, you agree that our sole obligations to you shall be those explicitly stated in these Terms of Service.

21. Website Content: GalaxyEX strives to provide accurate and reliable information on its website. However, the content may not always be complete, correct, or up-to-date. Information is provided as of the date of publication. GalaxyEX does not undertake any obligation to update or modify any content on this site unless required by service-related needs. This website does not form part of these Terms of Service and shall not be incorporated by reference. In the event of any conflict between this website and the Terms of Service, the latter shall prevail.

22. Liability Limitations and Exclusions: Important Notice: To the maximum extent permitted by applicable law, you irrevocably agree and acknowledge that any Affiliate shall not be liable or obligated for any loss, directly or indirectly caused by or related to:

22.1. You violate any content of these Terms of Service;

22.2. This website and your use of this website, unless expressly provided in these Terms of Service;

22.3. Services, and your use of any of them, unless expressly provided in these Terms;

22.4. You or any of your affiliates fail to comply with applicable laws;

22.5. Any information or material provided through this website, whether from GalaxyEX, its affiliates or any other person;

22.6. The actual or perceived value of any currency or digital token traded or used on this Site, or the price of any digital token displayed on this Site at any time;

22.7. GalaxyEX Any inaccurate, misleading or incomplete statements on the website about your account, sub-account or digital token wallet, whether due to GalaxyEX's negligence or otherwise;

22.8. GalaxyEX Any failure, delay, breakdown, interruption or decision (including any changes made by GalaxyEX or any decision to interfere with your rights) in operating the website or providing any services;

22.9. The theft, loss or unauthorized use of your account (including any sub-account or digital token wallet) information, any security breach or data breach related to your account (including any sub-account or digital token wallet) information, or any criminal act or other third party act affecting GalaxyEX or any affiliated company;

22.10. Any offer, representation, recommendation, statement or claim made by any Affiliate in respect of GalaxyEX, the Website or any Services;

22.11. For any Client, any act, omission or omission of the Client and any action or omission by GalaxyEX based on information or warranties provided by the Client;

22.12. For any Representative, any act, omission or inaction by the Representative, any action or inaction taken by GalaxyEX based on information or warranties provided by the Representative; or

22.13. Any claims arising from or in connection with the entrusted sub-account by the client or its representative.

You hereby expressly agree to release and hold harmless the Affiliates from liability for any and all such losses, and you shall indemnify and protect the Affiliates against all such losses. To the maximum extent permitted by applicable law, the foregoing limitations of liability, release, and indemnification shall apply regardless of whether the alleged liability or loss arises from contract, negligence, tort, unjust enrichment, strict liability, breach of laws or regulations, or any other basis, even if the Affiliates have been notified or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of any other remedies.

23. No Insurance: You acknowledge that digital tokens and fiat currencies are not protected by any government-provided insurance or protection. Additionally, while anyone may purchase insurance for their own business interests, such insurance (if purchased) is solely for the individual's use and does not in any way

provide guarantees or insurance to other users of this website.

24. Non-Disenfranchisement; Remedial Measures: The failure by any Affiliate to exercise any rights, powers, or remedies under these Terms and Conditions, or the delay in exercising such rights, powers, or remedies, shall not constitute a waiver of such rights, powers, or remedies. The exercise of any right, power, or remedy by an Affiliate alone or partially shall not prevent them from exercising any other such rights, powers, or remedies. Any remedial measures taken by an Affiliate shall be cumulative with those provided in these Terms and Conditions or any other remedies granted by law or equity, without prejudice against such remedies. You agree that remedies available to any Affiliated Company include (i) injunctions to prevent violations of these Terms and Conditions, particularly those specified herein, and you waive any security interest claims related to such remedies; (ii) offsetting through

GalaxyEX's right to recover any amount payable by you to you for any loss, and (iii) the right to seize and recover any digital tokens, legal tender or other funds held by GalaxyEX or any of its affiliates or your interests.

25. Force Majeure: GalaxyEX shall not be liable for any delay or failure to perform its commitments under these Terms and Conditions if such delay or failure is caused by fire, strike, flood, bank failure, cryptocurrency market collapse or volatility, power outage or malfunction, natural disaster or acts of a state enemy, actions of any government or government official, any and all market trends, shifts or fluctuations, computer, server or internet failures, viruses and mechanical, power or communication failures, security vulnerabilities or cyberattacks, criminal acts, delays or defaults caused by public carriers, other persons' actions or omissions; or any other unforeseeable, unpreventable, or beyond GalaxyEX's control delays, breaches, failures or interruptions. In the event of force majeure, GalaxyEX shall be discharged from all performance obligations under these Terms and Conditions.

26. Transfer and Third-Party Rights: Without prior written consent from GalaxyEX, you may not transfer these Terms of Service or any rights, duties, or obligations contained herein. GalaxyEX reserves the right to freely assign all or part of these Terms of Service and any rights, duties, or obligations contained therein, without notice or your consent (for clarity, this assignment includes GalaxyEX's right to claim all or part of any claims arising therefrom). Any attempt by you to transfer these Terms of Service without written consent shall be invalid. In addition to the above provisions, these Terms of Service and any rights, duties, or obligations contained herein shall bind and benefit you and the successors, executors, administrators, individuals or legal representatives, successors, and transferees of GalaxyEX. No provision of these Terms and Conditions, or any rights, duties, or obligations contained herein, shall be enforceable against you, GalaxyEX, or any other party's creditors, except in the following circumstances: (i) Where such provisions are inherited or assumed by a successor or assignee pursuant to this Agreement; (ii) Where GalaxyEX's partners are third-party beneficiaries expressly granted rights and privileges under this Agreement that are enforceable by them (including those specified in paragraphs 11, 14, and 22), as if they were directly affected by the terms and conditions hereof, subject to the conditions and limitations of this Agreement, including those relating to dispute resolution; (iii) Where Apple and Google are third-party beneficiaries expressly granted rights and privileges applicable to Apple and Google under paragraphs 31 and 32 of this Agreement, and are entitled to exercise such rights and privileges as if they were directly entitled to them under these Terms and Conditions, subject to the conditions and limitations of this Agreement, including those relating to dispute resolution. No modification or revision of these Terms and Conditions requires consent from any party.

27. Divisibility: If any provision of these Terms of Service or any part of them, as amended from time to time, is determined by any competent court to be wholly or partially invalid, invalid or unenforceable, such invalidity, invalidity or unenforceability shall apply only to that provision to the extent that it is illegal, unenforceable, invalid or ineffective. All other provisions of these Terms of Service shall remain fully valid.

28. Personal Information Sharing: GalaxyEX may receive information requests from governments, law enforcement agencies, and courts worldwide from time to time. In such cases, GalaxyEX may be required to share and/or voluntarily provide your personal information with law enforcement agencies, courts, or government-designated personnel when reasonable and necessary. You hereby consent to the

sharing of your personal information. For details, please refer to these Terms of Service, Privacy Policy, and (where applicable) the Law Enforcement Requests Policy.

29. Electronic Communications and Acceptance: You agree to receive all communications, agreements, documents, receipts, notices, and disclosures that GalaxyEX may provide regarding these Terms of Service electronically. Such materials may be published on any part of the website or sent to your authorized email address registered with GalaxyEX. These notices shall be deemed effective and received by you on the date they are published on the website or sent to such authorized email address. The acceptance of these Terms of Service via electronic means shall be deemed as having the same legal effect as the original signature applied to these Terms of Service.

30. Report suspected violations: If you find that activities or materials on this site or service violate these Terms of Service, please

Report suspected violations. GalaxyEX and its affiliates have procedures in place to investigate such reports and will take action as they deem appropriate.

31. Access through the GalaxyEX iOS App: If you access through GalaxyEX or an application provided by its affiliates (available from the Apple Inc. ("Apple") App Store) ("If you access or use the Service through the GalaxyEX iOS App (""), the following terms and conditions will apply to your use of the Service, in addition to all other terms and conditions in these Terms: (i) These Terms are mutually agreed between the parties, not with Apple. Apple shall not be liable for the Service, and its content is governed by these Terms; (ii) You may only use the GalaxyEX iOS App on Apple-branded devices, even if there are any conflicting provisions in this Agreement; (iii) The parties acknowledge that Apple has no obligation to provide any maintenance or support services related to the Service (including the GalaxyEX iOS App); (iv) If the iOS version of the GalaxyEX App fails to comply with applicable warranties, you may notify Apple, and Apple will refund the purchase price of the iOS version of the GalaxyEX App (if applicable). Except as above, to the maximum extent permitted by applicable law, Apple assumes no other warranties regarding the Service (including the GalaxyEX iOS App). Any other claims, losses, liabilities, damages, costs, or expenses arising from non-compliance with any warranties shall be governed by these Terms. (v) Any claims related to the Service, including those arising from product liability, failure to comply with applicable laws or regulatory requirements, or claims under consumer protection or similar laws, shall be governed by these Terms of Service, and Apple shall not be liable for such claims; (vi) Any third-party claims alleging that the Service or your ownership and use of the iOS version of the GalaxyEX application infringe upon third-party intellectual property rights shall be governed by these Terms of Service. Apple shall not be responsible for investigating, defending, resolving, or disclaiming such intellectual property infringement claims; (vii) You represent and warrant that you: (a) are not located in any country subject to U.S. government embargo or designated by the U.S. government as a "state sponsor of terrorism"; or (b) are not included in any U. S. government prohibited or restricted party list; (viii) You may contact GalaxyEX via the contact information provided on the following web pages to submit written notices, inquiries, complaints, or claims regarding the Service (including the iOS version of the GalaxyEX application); (ix) You represent and warrant that you will comply with any applicable third-party agreement terms when using the Service (including the GalaxyEX application for iOS); and (x) Apple is the third-party beneficiary of these Terms of Service and may enforce them against you.

32. Access through the GalaxyEX Android application: If you access or use the Service through the GalaxyEX or its affiliates' application, the application can be downloaded from the "Google Play" App Store provided by Google LLC. (For Google LLC and all its affiliates collectively referred to as "Google" and the application collectively referred to as the "GalaxyEX Android Application"), in addition to all other terms and conditions of these Terms, the following terms and conditions shall apply to you for accessing or using the Services through the GalaxyEX Android Application: (i) These Terms are executed between the parties, not with Google. Google shall not be liable for the Services, and the content hereof shall be governed by these Terms; (ii) The parties acknowledge that Google is under no obligation to provide any maintenance or support services related to the Services (including the GalaxyEX Android Application); (iii) To the maximum extent permitted by applicable law, Google shall not be liable for any warranties regarding the Services (including those applicable to the Android version of the GalaxyEX Application), and any other claims, losses, liabilities, damages, costs, or expenses arising from non-compliance with such warranties shall be governed by

these Terms; (iv) Claims relating to product liability, failure to comply with applicable laws or regulatory requirements, or claims under consumer protection laws or similar statutes shall be governed by these Terms, and Google shall not be liable for such claims. (v) Any third party claiming that the Service or your possession and use of the Android GalaxyEX application infringe their intellectual property rights shall be governed by these Terms. Google shall not be liable for investigating, defending, settling, or resolving such claims; (vi) You may contact GalaxyEX in writing through the contact information provided on the following web pages regarding any notices, inquiries, complaints, or claims related to the Service (including the Android GalaxyEX application); (vii) You represent and warrant that you will comply with any applicable third-party agreement terms when using the Service (including the Android GalaxyEX application); and (viii) Google is the third-party beneficiary of these Terms and may enforce them against you.