

WH Labs International Limited

WhaleStreet Protocol Terms and Conditions V2.3

3rd December 2020

These Terms and Conditions (hereinafter “**Terms and Conditions**”, “**Terms**” or “**Agreement**”) are an electronic agreement between you (hereinafter the “**User**”) and the platform WhaleStreet, which is accessible at the website: <https://WhaleStreet.xyz/> or any of WhaleStreet’s associated websites, APIs, or mobile applications (collectively the “**WhaleStreet Site**” or “**Website**”), an interface for User to WhaleStreet Protocol. WhaleStreet is held by WH Labs International Limited (Pending Registration), a company incorporated in British Virgin Islands (hereinafter “**WhaleStreet**”). References in this Agreement to “**WhaleStreet**”, “**we**”, “**our**” or “**us**”, refer to Affiliate (as defined in Paragraph 1.1 of these Terms) of WhaleStreet and “**our**” shall be construed accordingly. “**You**” refers to any person accessing, or using any Services (as defined in Paragraph 1.1) of these Terms as accessible at, our Website and “**your**” shall be construed accordingly. Affiliate of WhaleStreet shall hereinafter each be referred to as “**WhaleStreet Affiliate**”. Each of you and **WhaleStreet** Affiliate shall hereinafter be referred to as a “**Party**”, and collectively, you and WhaleStreet Affiliate shall hereinafter be referred to as the “**Parties**”.

WhaleStreet provides a decentralized graphical user interface (**also known as dApp**) on the Website to facilitate you to earn rewards of \$hrimp, an in-dApp ERC-20 token, to participate in automated auctions of NFTs – unique digital collectibles, and to perform token swaps – the exchange of one kind of ERC-20 token to another. It also allows you to participate in decision making with respect to the WhaleStreet treasury, which is built from a percentage of the proceeds from every token swap.

The forum may hyperlink to and integrate forums and services run by others. The company does not make any warranty about services run by others, or content they may provide. Use of services run by others may be governed by other terms between you and the one running service.

WhaleStreet Protocol is governed by a series of smart contracts that enables decentralised token swaps and treasury governance. The Lendroid Foundation does not operate or maintain or have any control whatsoever over WhaleStreet Protocol. The text of this Agreement permanently located at <https://files.WhaleStreet.xyz/tac.pdf> contains all the essential conditions of the public offer of WhaleStreet. By using WhaleStreet through our Website, you agree that you have read, understood, and accepted all of the terms and conditions contained in this Agreement and any annexes attached hereto, as well as in our Privacy Policy and Cookie Policy (available at <https://files.WhaleStreet.xyz/privacy.pdf>). Your use of the Services is subject to these Terms as may be amended by us from time to time at our sole and absolute discretion. Any changes will be uploaded on the Website and shall take effect from the date of upload. Your continued access or use of the Website and/or the Services from such date shall be deemed to constitute acceptance of the new Terms.

1. DEFINITIONS AND INTERPRETATIONS 1.1. Definitions

In these Terms, unless the context otherwise requires:

“**Address**” means an address on the Ethereum blockchain;

“**Affiliates**” means with respect to any person, legal entities, agents that are involved in the creation and operation of WhaleStreet;

“**Applicable Laws**” means all relevant or applicable statutes, laws (including any reporting and/or withholding tax requirements of any government), rules, regulations, directives, circulars, notices, guidelines and practice notes of any Governmental Authority of the British Virgin Islands;

“**Business Day**” means a day other than a Saturday, Sunday or a gazetted public holiday in the British Virgin Islands;

“**Shrimp Farming**” in respect of engaging in an activity to earn \$shrimp as reward means: Providing liquidity to a decentralized token pool on the Uniswap platform, receiving pool tokens, staking those pool tokens on WhaleStreet, and receiving \$shrimp as a reward for providing liquidity. The following are the smart contracts related to the farming module, and their functions in detail. “**LP**” stands for Liquidity Provider – users who add liquidity to the Lendroid Support Token – Ethereum pool in Uniswap.

[LPTokenWrapper.sol](#)

Tracks the state of the LP Token staked / unstaked both in total and on a per account basis.

The contract consists of the following functions.

[constructor](#)

Registers the LP Token address

[totalSupply](#)

Returns the total LP Token staked

[balanceOf](#)

Returns LP Token staked per account

[stake](#)

1. Increases count of total LP Token staked
2. Increases count of LP Token staked for the caller
3. LP Token is transferred from caller to the Pool

[unstake](#)

1. Decreases count of total LP Token staked
2. Decreases count of LP Token staked for the caller
3. LP Token is transferred from the Pool to the caller

[BasePool.sol](#)

Inherits the LPTokenWrapper contract, performs additional functions on the stake and unstake functions, and includes logic to calculate and withdraw rewards.

This contract is inherited by all Pool contracts.

The contract consists of the following functions.

[constructor](#)

Registers the Reward Token address, and the Pool name.

[earned](#)

Displays earnings of the caller from previous epochs

[claim](#)

Transfers earnings from previous epochs to the caller

[stake](#)

1. Increases count of total LP Token staked in the current epoch
2. Increases count of LP Token staked for the caller in the current epoch
3. Register that caller last staked in the current epoch
4. Perform actions from BasePool.stake()

unstake

Perform actions from BasePool.unstake()

unstakeAndClaim

1. Perform actions from unstake()
2. Perform actions from claim()

UNIV2SHRIMPPool.sol

Inherits the BasePool contract, and contains reward distribution logic.

The contract consists of the following functions.

constructor

Registers the Pool name as “UNIV2SHRIMPPool” as Pool name, LST-WETH-UNIV2 as the LP Token, and \$SHRIMP as the Reward Token.

totalRewardsInEpoch

Displays total \$SHRIMP rewards available for a given epoch.

“**Auction**” stands for an automated, timed, reverse auction sale of randomly generated digital collectibles called Non-Fungible Tokens (NFTs) in WhaleStreet. The auction takes place every “**epoch**”, an eight-hour cycle pre-programmed into the system. Every epoch, WhaleStreet triggers an auction and those with \$shrimp – acquired by \$shrimp farming or by providing liquidity in another manner or purchasing the token on open market where available – are able to participate.

The NFTs, also known as WhaleSwap NFTs, are generated randomly but with varied levels of scarcity pre-programmed into the system. There are three kinds of WhaleSwap NFTs, with the option of coding in more varieties of NFTs.

The WhaleSwap NFT

The holder of a WhaleSwap NFT, called the Swap Meister, can configure the NFT to represent a WhaleSwap event. Details of the configuration are mentioned under the Administration module. The WhaleSwap NFT is typically named under the convention “WHALESWAP-X”, where X is a positive integral number between 1 and 100, and denotes the commission % for the Swap Meister from the proceeds of the WhaleSwap event. The larger the value of X, the more rare the NFT. For eg,

1. WHALESWAP-50 : Very rare
2. WHALESWAP-25 : Rare
3. WHALESWAP-5 : Common

Nature of the auction

The auction takes place every epoch. During an epoch, if a purchase has not been made, the auction continues through to the next epoch. However, if a purchase has been made, the auction is deemed closed and no further auctions take place in that epoch.

Auction start and end prices

Within an epoch, the purchase amount of an NFT in an auction decreases linearly with time.

Let P be either one of the following

1. The purchase amount if a purchase was made in the previous epoch.
2. The end price of an auction from the previous epoch if a purchase was not made in that previous epoch

Then,

start price $PS = 2P$

end price $PE = P_2$

Therefore, $PE = PS_4$

Calculation of the purchase amount

Given P_i , the purchase amount at an arbitrary epoch E_i , let us first calculate the start price PS_n of an auction at an epoch E_n , where $n > i$.

If,

$n - i = 1$, $PS_n = 2P_i$

$n - i = 2$, $PS_n = P_i$

$n - i = 3$, $PS_n = P_i^2$

$n - i = 4$, $PS_n = P_i^4$

$n - i = 5$, $PS_n = P_i^8$

$n - i = 6$, $PS_n = P_i^{16}$

And so on ...

From mathematical induction, we can deduce that

start price $PS_n = 4^{2n} P_i$

end price $PE_n = 12^{2n} P_i$

We can now plot the graph for an auction at epoch E_n to determine the purchase amount P_t at any time t within that epoch. The epoch period is deterministically 8 hours, as denoted by the Heartbeat smart contract.

“Digital Asset Token” or **“DAT”** means any form of digital medium recordation that is used as a digital medium of exchange, unit of account, or store of value and that is not

a) electronic money;

b) a financial instrument; or

c) a virtual token.

“Disqualified Person/Entity” means (a) any person or body corporate seeking to access the Website/ use the Services from within the Excluded Countries; (b) any person (being a natural person) who is a citizen of, domiciled in, or resident of, a country whose laws prohibit or conflict with the access of the Website or use of the Services; (c) anybody corporate that is incorporated in, domiciled in, or organised in, a country whose laws prohibit or conflict with the access of the Website or use of the Services; and/or (d) any person who has not yet reached eighteen (18) years of age;

“Double Spending” means the use, or attempted use, of the same Digital Asset Token in more than one transaction or other similar arrangement;

“ETH” means Ether, the cryptographic token native to the Ethereum network. For the avoidance of doubt, ETH does not refer to Ethereum Classic;

“Ethereum” means the decentralised platform as described in <https://www.ethereum.org>;

“Exchange Fee” includes WhaleStreet Protocol Fee

“WhaleSwap” means the facilitation of Token Swaps by way of WhaleStreet Protocol Smart Contract with WhaleStreet providing solely the interface on the WhaleStreet Site to facilitate your interaction with WhaleStreet Protocol Smart Contract;

“Excluded Countries” refers to the Albania, Bahamas, Barbados, Botswana, Cambodia, Ghana, Jamaica, Mauritius, Myanmar, Nicaragua, Pakistan, Panama, Syria, Uganda, Yemen, Zimbabwe, Iran, Democratic People’s Republic of Korea (DPRK) and Malta;

“Force Majeure” shall include, without limitation, any of the following cases:

a) acts of God; b) wars, insurrections, riots, civil disturbances, nuclear accidents, acts or attempted acts of terrorism; c) fires, earthquakes, explosions, floods, storms, volcanic action or unusually severe weather conditions; d) theft or malicious damage; e) strikes, lock-out, or other industrial dispute (whether involving WhaleStreet’s employees or any other party), third-party injunction; f) national defense requirements, acts or regulations of national or local governments; g) changes in laws or regulations and embargoes; h) public power shortages and acts of third-party internet service providers.

“Fork” or **“Forking”** means a change in the existing source code or the creation of new or additional source code for a blockchain;

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, executive, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization. For the avoidance of doubt, Governmental Authority may include private bodies exercising quasi-governmental, regulatory or judicial-like functions to the extent they relate to either you, any WhaleStreet Affiliate, the WhaleStreet Protocol Smart Contract, the Supported Tokens and/or the Services; **“Indicated Spot Exchange Rate”** means the relevant Offer Token to Request Token Swap rate as indicated on the Website in respect of a Token Swap, which shall be indicative only and subject to change at our sole and absolute discretion at any time;

“WhaleStreet Protocol” is a system of rules that is developed by the Lendroid Foundation that allows decentralised and trust-less credit and credit-based financial instruments to be used across applications, platforms and ecosystems through Lendroid Protocol Smart Contract. WhaleStreet interacts with Lendroid Protocol Smart Contract to allow for WhaleSwap but does not operate or maintain nor have any control whatsoever over Lendroid Protocol or Lendroid Protocol Smart Contract;

“Lendroid Protocol Smart Contract” means the public smart contract on the Ethereum public blockchain that permits among other things, users to facilitate a Token Swap. These contracts are self-executing and WhaleStreet Affiliate does not operate or maintain nor have any control whatsoever over Lendroid Protocol Smart Contract;

“LST” means Lendroid Support Token, the cryptographic token developed by the Lendroid Foundation and is native to Lendroid Protocol;

“**Loss**” means any and all losses, claims, liabilities, damages, suits, actions, demands, proceedings, costs, charges and/or expenses of whatsoever nature or howsoever arising, including any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue and income or profits); “**Network Fees**” means such transaction cost payable, whether denominated in Digital Asset Tokens or otherwise, for the use of or execution of transactions on a network (including but not limited to the Ethereum network); “**Offer Token**” in respect of a User means the Supported Token that such User is offering in exchange for Request Token in relation to a Token Swap; “**Offer Token Quantity**” means the amount of Offer Tokens (excluding Third-Party Fees & Charge) which you are seeking to deliver to the WhaleStreet Protocol Smart Contract Address in exchange for such Request Token Quantity based on the relevant Indicated Spot Exchange Rate pursuant to the WhaleStreet Protocol Smart Contract; “**Prohibited Uses**” has the meaning ascribed thereto in Clause 10.3 of these Terms; “**Request Token**” means the Supported Token that you are requesting to receive in exchange for an Offer Token in relation to a Token Swap; “**Request Token Quantity**” means the amount of Request Tokens which you are requesting to receive in exchange for such Offer Token Quantity based on the relevant Indicated Spot Exchange Rate pursuant to the WhaleStreet Protocol Smart Contract; “**Services**” means the services and/or content provided on the Website, mobile services or otherwise that gives accessibility of WhaleStreet, including but not limited to Exchange Services but shall not include any Third-Party Integrated Applications; “**Supported Tokens**” means the DATs as listed on WhaleStreet in accordance with Clause 6 of these Terms and/or as set out in the list published on <https://WhaleStreet.xyz>, and may change from time to time; “**Token Swap**” means an exchange of Offer Tokens in the Offer Token Quantity for Request Tokens in the Request Token Quantity; “**Token Swap Order**” means a transmitted application by a User on the Website to enter into a Token Swap; “**Token Swap Attempt**” means any act by you to affect a Token Swap, including but not limited to a Token Swap Order or the transfer of Offer Tokens by you to the WhaleStreet Protocol Smart Contract Address in connection with such Token Swap Order, including by Limit Order; “**User**” means a person or body corporate seeking to use the Website / the Services; “**User Address**” in respect of a User means the Address designated by such User that is in compliance with Clause 3.2 of these Terms; and “**US\$**” means the lawful currency of the United States of America.

1.2. Miscellaneous

In these Terms, unless the context otherwise requires:

(a) words importing the singular include the plural and vice versa, words importing any gender include every gender;

(b) references to a “**person**” include any company, limited liability partnership, partnership, business trust or unincorporated association (whether or not having separate legal personality) and references to a “**company**” include any company, corporation or other body corporate, wherever and however incorporated or established;

(c) clause headings are for convenience of reference only and shall not affect the interpretation of these Terms;

(d) the words “**written**” and “**in writing**” include any means of visible reproduction; and

(e) as the case may be, any of “**Offer Token**”, “**Request Token**”, and “**Supported Token**” may be constituted in an amount that is not a whole number.

2. ELIGIBILITY

Access to the Website is intended for and extended only to, and the Services are intended for and extended only to, a person or body corporate who is not a Disqualified Person/Entity.

Accordingly, you are not eligible to access the Website or use the Services if you are a Disqualified Person/Entity. If you are a Disqualified Person/Entity, or if you are acting on behalf of a Disqualified Person/Entity, you should exit this Website and cease usage of all Services immediately.

3. USER INFORMATION, ACCOUNTS AND USER ADDRESS 3.1. User Information, Accounts 3.1.1

WhaleStreet does not ask for or store any personal user information on its platform. However, a user's ethereum address is needed to conduct transactions on WhaleStreet. Ethereum address is not stored on WhaleStreet and is tracked and visible on the Ethereum blockchain.

3.1.2 To access the WhaleStreet Services, you must have the necessary equipment (such as a desktop or a laptop) and the associated telecommunication service subscriptions necessary to access the Internet. The WhaleStreet Services can be accessed directly using the Website.

3.1.3 Your access of the Website and/or use of the Services shall be conditional on your providing the following information ("**User Information**") as requested by WhaleStreet:

a) your Ethereum Address to be used for the purposes of sending and receiving Supported Tokens in connection with the Services;

b) your confirmation that you have read these Terms and acceptance thereof; and

c) such other information which any WhaleStreet Affiliate determines is necessary in its respective sole discretion in order to comply with Applicable Laws or otherwise in connection with your access of the Website and/or the provision of Services to you as a User.

3.1.4 The User commits to safeguard the password and access to his Ethereum wallet from the access of third-parties and shall determine the best way to save this data and take steps to prevent it from being discredited. In case of loss or discrediting the access key and/or the User Account Data as well as in cases when third-parties illegally obtain access to the User's information, you shall not hold us or any other WhaleStreet Affiliate, responsible for any unauthorised use of your User Account or any loss or damage occasioned to you in connection with such use.

3.1.5 WhaleStreet may, without prior notice to you, suspend, restrict, or terminate your access to the Website and/or use of the Services until any requested User Information has been provided to our satisfaction. Such User Information provided by you to us may be shared without limitation or restriction with any WhaleStreet Affiliate for the purpose of compliance with any Applicable Laws in connection with the supply of Services.

3.1.6 By submitting any of your User Information, you represent and warrant to WhaleStreet that such User Information as submitted is complete, accurate and authentic and you shall promptly update WhaleStreet of any changes to your User Information. In the event of any change to your User Information, you agree that WhaleStreet may, without prior notice to you, suspend, restrict, or terminate your access to the Website and/or use of the Services until any such change has been provided to our satisfaction.

3.1.7 By agreeing to these Terms, you shall be deemed to have authorised, permit and/or authorised:

a) Any WhaleStreet Affiliate to directly or through third-parties make inquiries which any WhaleStreet Affiliate in its absolute discretion considers necessary to verify such User Information as submitted for the purpose of compliance with any Applicable Laws or otherwise; and

b) Any WhaleStreet Affiliate to take any action which any WhaleStreet Affiliate deems necessary based on the results of such inquiries.

3.2. User Address 3.2.1 shall be owned, held, and be fully controlled by you, and you shall hold and have full control of the private key (whether such private key is held through a personal wallet or otherwise) and all other credentials to your User Address;

3.2.2 shall not be an Address owned, held, or controlled by a person other than you, including but not limited to a cryptocurrency exchange address or a third-party hosted wallet address; and

3.2.3 must be fully compatible with and supports the Supported Tokens and the Services.

Your User Address for a Token Swap:

In the event of a Token Swap by you, the WhaleStreet Protocol Smart Contract shall affect transfer of Request Token(s) that is/are subject of such Token Swap to your User Address designated by you in the Token Swap Order for such Token Swap. If such User Address fails to meet the requirements of Clause 3.2.1 of these Terms, you may not receive such Request Token(s) and neither we nor any other WhaleStreet Affiliate shall have any obligation in any form or manner whatsoever to you in respect of such Request Token(s) or proposed Token Swap.

4. SUSPENSION, TERMINATION & CANCELLATION 4.1. WhaleStreet is a decentralized protocol and will not suspend or terminate access or use of the protocol. You should exit this Website and cease usage of all Services immediately if:

(a) you are a Disqualified Person/Entity, or (b) if you are acting on behalf of a Disqualified Person/Entity; and/or (c) including but not limited to where:

4.1.1 You are required to do so by applicable law or any court or other authority to which you are subject in any jurisdiction;

4.1.2 You are acting in breach of this Agreement;

4.1.3 You have breached our Behaviour Policy or our Policy on Prohibited Use, Prohibited Businesses and Conditional Use;

4.1.4 You are attempting to affect Double Spending;

4.1.5 You have concerns that a transaction is erroneous or about the security of your transaction or you are using WhaleStreet Services in a fraudulent or unauthorised manner;

4.1.6 You are money laundering, terrorist financing, fraud, or any other financial crime;

4.1.7 Your continued use is subject to any pending litigation, investigation, or government proceeding and/or WhaleStreet perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; and/or

4.1.9 You take any action that may circumvent our controls such as abusing promotions which WhaleStreet may offer from time to time.

4.2. Notwithstanding any other provision of these Terms and Conditions, all services are made available on an uncommitted basis and WhaleStreet may at any time and from time to time vary, suspend, restrict, or terminate any or all of the Services without any prior notice to you and reserves the right to require you to repay immediately all outstanding amounts owed to WhaleStreet (as determined by WhaleStreet) under such Services which have been terminated. Upon suspension or termination of any Service, the Liabilities (or such part thereof as WhaleStreet may, in its sole discretion, specify) shall become immediately due and payable. You acknowledge that our decision to take certain actions, including limiting access to WhaleStreet may be based on confidential criteria that are essential to our risk management and security protocols. You agree that WhaleStreet are under no obligation to disclose the details of its risk management and security procedures to you.

Certain transactions on WhaleStreet may not be complete owing to insufficient DATs in your Wallet to cover the transaction. However, WhaleStreet are under no obligation to allow you to reinstate a transaction at the same price or on the same terms as the suspended, reversed or cancelled transaction.

5. FEES & CHARGES 5.1. Swap Fee will be payable by Users for use of the Whale Swap. Fee shall be denominated in ETH or Supported Token.

5.2. User is required to check transaction data, including Exchange Fee being payable in respect of a service, before such service is transmitted by User. Post Token Swap Order is submitted, transaction data can be seen on Etherscan (<https://etherscan.io/>)

6. SUPPORTED TOKENS 6.1. WhaleStreet bears no responsibility to determine the type of Digital Asset Tokens which qualify as Supported Tokens in respect of which WhaleStreet will offer Whale Swaps. This decision will be taken solely by the Swap Meister, owner of the NFT generated by the platform every 8 epoch.

6.2. You shall not any time to attempt to use the Exchange Services to: 6.4.1 send, store, request or receive any DATs which are not Supported Tokens; or

6.2.1 engage in any form of margin trading.

7. ACKNOWLEDGEMENTS, REPRESENTATIONS AND WARRANTIES 7.1. By accepting these Terms, you represent and warrant to each WhaleStreet Affiliate as follows: 7.1.1 you acknowledge and agree that no WhaleStreet Affiliate shall have any responsibility or obligation in any form or manner whatsoever to any person to whom any Request Tokens received by you in connection to Token Swap are sold or transferred by you at any time;

7.1.2 you acknowledge and agree that the Supported Tokens you are seeking to engage in a Token Swap are not to be construed, interpreted, classified or treated as:

a) any kind of Distributed Ledger Technology (DLT) Asset other than a Digital Asset Token;

b) a financial instrument under the Securities and Investment Business Act and relevant documents;

c) units in a business trust;

d) derivatives of units in a business trust; or

e) any form of investment.

7.1.3 you acknowledge and agree that the Supported Tokens do not and are not intended to constitute securities or financial instruments of any form, units in a business trust, units in a collective investment scheme, derivative contracts, spot foreign exchange contracts for the purpose of leveraged foreign exchange trading, or any other form of investment in any jurisdiction and these Terms do not and are not intended to constitute an offer of securities or financial instruments of any form, units in a business trust, units in a collective investment scheme, derivative contracts, spot foreign exchange contracts for the purpose of leveraged foreign exchange trading or any other form of investment in any jurisdiction or a solicitation for any form of investment in any jurisdiction;

7.1.4 you acknowledge and agree that neither the Services nor any of the Supported Tokens shall be construed, interpreted, classified or treated as enabling, or according any opportunity to you to participate in or receive profits, income, or other payments or returns arising from or in connection with the Services and the Supported Tokens, or to receive sums paid out of such profits, income, or other payments or returns;

7.1.5 you acknowledge that no regulatory authority has examined or approved of these Terms, no such action has been or will be taken under the laws, regulatory requirements or rules of any

jurisdiction, and the provision of these Terms to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;

7.1.6 you have read and understood all of these Terms including the Annexes hereto;

7.1.7 any User Address provided by you is fully operational, secure and valid;

7.1.8 you are not personally or acting on behalf of a Disqualified Person/Entity;

7.1.9 you have full power and capacity to accept these Terms and perform all your obligations hereunder and in case where you are accepting these Terms on behalf of a company:

7.1.10 you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, DLT assets and tokens including Supported Tokens, blockchain-based software systems, cryptocurrency wallets, or other related token storage mechanisms, Token Swaps and decentralised Token Swaps, blockchain technology, and smart contract technology;

7.1.11 you are fully aware of, understand and agree to assume all the risks (including direct, indirect or ancillary risks) associated with the Services, the Website, WhaleStreet, the Supported Tokens, your use of the Exchange Services, any wallet used in connection with the Exchange Services, User Address, your provision of User Address, the WhaleStreet Platform, and the WhaleStreet Protocol Smart Contract Address, including but not limited to the risks set out in the Annex 1 hereto;

7.1.12 these Terms constitute legal, valid and binding obligations on you, which are enforceable in accordance with these Terms. It is your obligation to ensure that neither your use of the Services, nor any purchase, receipt, or holding of any Supported Token is in breach or contravention of any Applicable Laws in your jurisdiction;

7.1.13 you are not a citizen or resident of any jurisdiction in which either the use of the Services, exchange, purchase, receipt, or holding of Supported Tokens is prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected by any Applicable Laws;

7.1.14 no consent, approval, order or authorisation of, or registration, qualification, designation, declaration or filing with, any regulatory authority in any jurisdiction (the “**Approvals**”) is required on your part in connection with your use of the Services, or where any Approvals are required, such Approvals have been obtained and remain valid and in full force and effect;

7.1.15 the Offer Tokens to be used for Token Swap have not been obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Law;

7.1.16 you have sufficient Digital Asset Tokens to fulfil your obligations under these Terms;

a) such corporation is duly incorporated and validly existing under the Applicable Laws of its country; and

b) you are duly authorised to accept these Terms and procure the performance of obligations hereunder.

7.1.17 Request Tokens to be delivered to and received by you will not be used for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Laws;

7.1.18 you are using the Services as principal and for your own benefit and you are not acting on the instructions of, or as nominee or agent for or on behalf of any other person; and

7.1.19 all of the above representations and warranties are true, complete, accurate and non-misleading from the time of your acceptance of these Terms.

7.2. None of the WhaleStreet Affiliates makes or purports to make, and each WhaleStreet Affiliate hereby disclaims, any representation or warranty in any form whatsoever, including any representation or warranty in relation to:

7.2.1 the Supported Tokens;

7.2.2 the information set out in the Website or any other place;

7.2.3 any WhaleStreet Affiliate;

7.2.4 the Services;

7.2.5 any Token Swap;

7.2.6 your User Address;

7.2.7 the Smart Contract Address;

7.2.8 the Website; or

7.2.9 the WhaleStreet Platform.

8. DATA PROTECTION 8.1. your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and that data is accurate, up to date and relevant when disclosed;

8.2. before providing any such personal data to us, you have read and understood our Privacy Policy, attached to this Agreement and a copy of which is also available at WhaleStreet.xyz, and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that Privacy Policy (as amended from time to time), to that individual; and

8.3. if from time to time WhaleStreet provide you with a revised or new version of the Privacy Policy, you will promptly read that notice.

You acknowledge that WhaleStreet may process personal data in relation to you (if you are an individual), and personal data that you have provided or will in the future provide to us, in connection with this Agreement, or the WhaleStreet Services. Accordingly, you represent and warrant that:

9. GENERAL TERMS AND PROHIBITED USE 9.1. You shall be responsible for the reporting requirements under the Applicable Laws in respect of any Token Swap including the reporting requirements in respect of any taxable income derived in connection with the use of Services to the relevant Governmental Authority.

9.2. Your relationship with us and the operation and use of Services including the implementation of Token Swap, shall be subject at all times to the Applicable Laws. Any WhaleStreet Affiliate may take or refrain from taking any action whatsoever, and you shall comply with, and shall do all things required by any WhaleStreet Affiliate in order to procure or ensure compliance with Applicable Laws. You acknowledge and agree that no WhaleStreet Affiliate shall be liable to you as a result of any action taken by any WhaleStreet Affiliate to comply with Applicable Laws.

9.3. You may not use the Services to engage in the categories of activity outlined in this Clause (“Prohibited Uses”). The specific types of use listed below are representative but are not to be considered to be exhaustive. WhaleStreet may update the Prohibited Uses of the Services from time to time, and you hereby acknowledge and agree that it shall be your sole responsibility to ensure that your use of the Services does not involve a Prohibited Use. 9.3.1 unlawful activity: activities which would:

9.3.2 abusive activity: actions which:

By using the Services, you confirm that you will not, and you will not aid, abet, encourage or induce any third-party to engage in any of the following activities:

- a) violate, or assist in the violation of, any Applicable Laws administered in the countries where the Services of the WhaleStreet retail platform are provided or conducted;
- b) involve proceeds of any unlawful activity; and/or
- c) publish, distribute or disseminate any unlawful material or information.
- a) impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
- b) transmit or upload any material to the Website and/or the WhaleStreet platform that contains viruses, trojan horses, worms, or any other harmful or deleterious programs;
- c) attempt to gain unauthorised access to the Website and/or the WhaleStreet platform, computer systems or networks connected to the Website and/or the WhaleStreet platform, through password mining or any other means;
- d) use User Information of another party to access or use the Website and/or the WhaleStreet Platform;
- e) develop any third-party applications that interact with the Website and/or WhaleStreet Platform without our prior written consent; and/or
- f) transfer your account access or the rights to your account to a third-party, unless by operation of law or with our express permission.

9.3.3 abuse other Users: activities which:

- a) interfere with another User’s access to or use of any of the Services;
- b) defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others, including but not limited to the WhaleStreet platform, its representatives, employees, agents, and affiliates;
- c) incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; and/or
- d) use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services or to harvest or otherwise collect information from the Website and/or the WhaleStreet platform, including but not limited to identification numbers, email addresses, phone numbers, or addresses without proper consent.

9.3.4 fraud: activity which operates to defraud Users or any other person; provide any false, inaccurate, incomplete, or misleading information to any WhaleStreet Affiliate;

9.3.5 gaming: gaming activities (the playing of any game of chance or of mixed chance and skill for money or money’s worth) including amongst others:

- a) lotteries;
- b) bidding fee auctions;
- c) sports forecasting or odds making;
- d) fantasy sports leagues with cash prizes;
- e) internet gaming;
- f) contests;
- g) sweepstakes; and/or
- h) games of chance. 10.3.6 intellectual property infringement: any transactions, activities, and/or actions that:

- a) (whether or not involving items) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to the creation, issuance, sale, offer for sale, trading, distribution, solicitation, marketing, or promotion of any investment products (including DLT Assets characterised as Financial Instruments under Securities and Investment Business Act, fiat currency, securities, commodities, investment or trading products, derivatives, structured products, investment funds, investment portfolios, commodity pools, swaps, securitisations or synthetic products), including where the price, return, and/or performance of the investment product is based on, derived from, or related to any WhaleStreet Affiliate or any portion thereof, without our express prior written consent;
- b) modify, copy, reproduce, retransmit, distribute, sell, publish, broadcast, create derivative works from, or store proprietary or
- c) confidential data or other similar information provided via the Website, without our express prior written consent;
- d) make use of intellectual property, name, or logo, including use of trade or service marks belonging to any WhaleStreet Affiliate without express consent from us or in a manner that otherwise harms any WhaleStreet Affiliate;
- e) reverse engineer or disassemble any aspect of the WhaleStreet Platform and/or the Services in an effort to access any source code, underlying ideas and concepts, and algorithms which are not already publicly disclosed by the WhaleStreet Affiliate; and/or
- f) implies an untrue endorsement by or affiliation with any WhaleStreet Affiliate.

9.3.7 fictitious transactions: entry into a fictitious Token Swap, or the creation or execution of fictitious transactions of any nature whatsoever with knowledge of the same;

9.3.8 market manipulation: any disruptive trading in or manipulation of the Services and/or the WhaleStreet platform, including Token Swaps for the purpose of generating unnecessary volatility or creating a condition in which Offer Token to Request Token Swap rates do not or will not reflect fair market values, including taking advantage of any technical glitch, malfunction, failure, delay, default, or security breach;

9.3.9 activity which brings disrepute and/or is detrimental to the WhaleStreet Affiliate: any activity which could be expected to bring disrepute upon or be detrimental to the WhaleStreet Affiliate, the Services, the Website, the WhaleStreet Platform, you, or any other third-party;

9.3.10 disqualified person/entity: if you are Disqualified Person/Entity, using any virtual private network, proxy service, or any other third-party service network, or product with the effect of disguising your internet protocol (IP) address or location;

9.3.11 prohibited businesses: use the Services in connection with any of following businesses, activities, practices, or items which are prohibited or in conflict with the Applicable Laws; and/or

9.3.12 reach of these Terms: any activities, and/or actions that are in breach of and/or violate these Terms.

9.4. Website Accuracy: Although WhaleStreet intends to provide accurate and timely information on the Website, the Website (including, without limitation, the Content) may not always be entirely

accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Website are your sole responsibility and WhaleStreet shall have no liability for such decisions.

9.5. Links to Third-Parties: For your convenience, links may be provided by WhaleStreet to services, products and information offered on other websites which are owned or operated by other entities forming part of the Lendroid Foundation, or by unrelated third-parties. WhaleStreet is not responsible for the services, products and information that are offered on any of these third-party websites. The data protection practices of the third-party website may be different from the data protection practices of WhaleStreet; you should therefore acquaint yourself with the applicable terms and conditions, Privacy Policy and security measures of the third-party website. WhaleStreet shall not be responsible for any damage or loss, whether directly or indirectly, that is a result of the use of a link to a third-party website nor will WhaleStreet be liable for any failure of the products and services that are provided on these third-party websites.

9.6. Export Controls and Sanctions: Your use of the Services and the Website is subject to international export controls and economic sanctions requirements. By sending, receiving, buying, selling, trading or storing DATs through the Website or Services, you agree that you will comply with those requirements. You are not permitted to acquire DATs or use any of the Services through the Website if: (1) you are in, under the control of, or a national or resident of any country subject to EU sanctions or UN sanctions or OFAC sanctions (a "Sanctioned Country"), or if you are a person who is listed on an international sanctioned list (a "Sanctioned Person"); or (2) you intend to supply any acquired or stored DATs or Services to a Sanctioned Country (or a national or resident of a Sanctioned Country) or Sanctioned Person.

9.7. Amendments: WhaleStreet will notify of you any change to the Agreement relating to WhaleStreet's Services through various means (including by not limited to) by publishing the latest Agreement on <https://files.WhaleStreet.xyz/tac.pdf> or by email that the Agreement has been revised. Notwithstanding that, it is obligatory for you to read, understand and accept the Terms and Conditions prior to the use of the Services. By accepting the Terms and Conditions, it is deemed that you have read the Terms and Conditions. You will be deemed to have accepted the change if you do not notify us otherwise prior to the date the change takes effect and continue to use the Services. If you do not accept the change, the Agreement will terminate at the end of the two-month notice. You may also end the Agreement immediately and free of charge with effect at any time before the expiry of the two-month notice. Although WhaleStreet will endeavour to provide you with advance notice where possible, where lawful WhaleStreet may indicate that the revised Agreement shall be effective immediately and if you do not agree with any such modification, you should cease using the Services.

9.8. Security Breach: If you suspect that your Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and/or WhaleStreet (together a "Security Breach"), you must notify WhaleStreet as soon as possible by email at support@WhaleStreet.xyz and continue to provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that WhaleStreet reasonably require to reduce, manage or report any Security Breach. Failure to provide prompt notification of any Security Breach may be taken into account in our determination of the appropriate resolution of the matter.

9.9. Contact Information: You are responsible for keeping your email address up to date in your Account Profile in order to receive any notices or alerts that WhaleStreet may send you (including notices or alerts of actual or suspected Security Breach). 9.10. Security Interests: You must not create security over your DATs unless WhaleStreet say you can in writing. 9.10. Enforcement of Our Rights: WhaleStreet may not always strictly enforce our rights under this Agreement. If we do this, it will be just a temporary measure and we may enforce our rights strictly again at any time. 9.12. Language: This Agreement and any information or notifications that either of the parties shall provide should be in English. Any translation of this Agreement or other documents is provided for your convenience only. In the event of any inconsistency, the English language version of this Agreement or other documents shall prevail.

Copies of the most up-to-date version of the Agreement will be made available on the Website at all times and will be provided to you by email at your request.

10. DISCLAIMERS 10.1. To the maximum extent permitted by all applicable laws, regulations and rules of the British Virgin Islands and except as otherwise provided in these Terms, each WhaleStreet Affiliate hereby expressly disclaims its liability and shall in no case be liable to you or any person for:

10.1.1 any sale or transfer of any Supported Tokens by you hereunder to any person at any time;

10.1.2 the Offer Tokens or the Request Tokens used for Token Swap being obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Laws;

10.1.3 use of Services, Offer Tokens or the Request Tokens for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Laws;

10.1.5 failure or delay in the execution of Token Swap;

10.1.6 failure, malfunction or breakdown of, or disruption to, the operation of any WhaleStreet Affiliate, WhaleStreet Platform, Supported Tokens, or any technology (including but not limited to smart contract technology) on which any WhaleStreet Affiliate, the WhaleStreet Platform, Supported Tokens, the User Address, the WhaleStreet Protocol Smart Contract Address, the WhaleStreet Platform or Token Swap relies on, due to occurrences of a Fork, hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;

10.1.7 failure, malfunction or breakdown of, or disruption to, the operation of any blockchain, any blockchain-based software systems or any blockchain technology in connection with the operations of any WhaleStreet Affiliate, the WhaleStreet Platform, Supported Tokens, the User Address, the WhaleStreet Protocol Smart Contract Address, the WhaleStreet Platform, Token Swap, relies on, due to occurrences of a Fork, hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;

10.1.8 any virus, error, bug, flaw, defect or otherwise adversely affecting the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability and other material characteristics of the Supported Tokens or the WhaleStreet Platform;

10.1.9 decreases or volatility in traded prices or trading volume of the Supported Tokens;

10.1.10 failure or unfitness of the Services, the WhaleStreet Platform or any Supported Token for any specific purpose;

10.1.11 the manner of utilisation of Offer Tokens and the Request Tokens in connection with Token Swap;

10.1.12 failure to disclose information relating to the progress of Token Swap;

10.1.13 loss of possession of the credentials for accessing, or loss or destruction of the private keys of, any wallet, the User Address or User Account, in any manner and to any extent;

10.1.14 any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability of the Supported Tokens or other material characteristics of the Supported Tokens;

10.1.15 any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, usage, transmission mechanisms of the Services and/or WhaleStreet Platform or other material characteristics of the Services and/or WhaleStreet Platform;

10.1.16 any risks associated with the Whitepaper, the Website, the Services, any WhaleStreet Affiliate, the Supported Tokens, your use of the Services, the User Address, your provision of the User Address, the WhaleStreet Protocol Smart Contract Address, and the WhaleStreet Platform, including but not limited to the risks set out in Annex 1 hereto; and

10.1.17 all other risks, direct, indirect or ancillary, whether in relation to the Whitepaper, the Services, any WhaleStreet Affiliate, the Supported Tokens, your use of the Services, the User Address, your provision of the User Address, the WhaleStreet Protocol Smart Contract Address, and the WhaleStreet Platform, which are not specifically or explicitly contained in or stated in these Terms or set out in Annex 1 hereto.

10.2. You acknowledge and agree that you shall access and use the Services at your own risk. The risk of loss in trading Supported Tokens can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. WhaleStreet does not assume the risk of losses arising from or in connection to any Token Swap, whether or not such loss was due to factors beyond WhaleStreet's (including but not limited to the viability of specific blockchain networks, and/or the lack of available Supported Tokens from Counterparty User(s) to facilitate a Token Swap).

10.3. In the event of any Loss, hack or theft of Digital Asset Tokens from the User Address and/or the WhaleStreet Protocol Smart Contract, you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against any WhaleStreet Affiliate.

11. LIMITATION OF LIABILITY AND INDEMNIFICATION 11.1. In addition, and without prejudice to any other right or remedy under these Terms and to the maximum extent permitted by all applicable laws, regulations and rules of the British Virgin Islands and except as otherwise provided in these Terms: 11.1.1 no WhaleStreet Affiliate shall be liable for any Loss arising out of or in connection with the use of the Services, the Token Swap, or the use, receipt or holding of Supported Tokens by you;

11.1.2 in any event, the aggregate liability of the WhaleStreet Affiliate, in tort, contract or otherwise, arising out of or in connection with the use of Services, the Token Swap, or the use, receipt or holding of Supported Tokens by you shall be limited to:

a) relevant Offer Tokens Quantity transferred by you to the WhaleStreet Protocol Smart Contract pursuant to a Token Swap Order hereunder; or

b) relevant Request Token Quantity requested by you pursuant to a Token Swap Order hereunder. 11.1.3 you hereby agree to waive all rights to assert any claims under Applicable Laws and agree that you may make claims based only on these Terms, as elected by us in our sole and absolute discretion; and

11.2. WhaleStreet shall be relieved of its liability for partial or total non-performance of its obligations if such non-performance is due to Force Majeure circumstances which WhaleStreet could not reasonably anticipate or prevent. In the event of Force Majeure, WhaleStreet's obligations shall be suspended for the duration of the relevant circumstances, unless the performance of such obligations is not reasonable or practical, in which case WhaleStreet and/or the User shall be entitled to immediately terminate the User Account in accordance with the provisions of this Terms.

11.3. To the maximum extent permitted by the applicable laws, regulations and rules of the British Virgin Islands, you shall indemnify, defend, and hold each WhaleStreet Affiliate and/or its subsidiaries, related companies, affiliates, directors, officers, employees, agents, successors, and permitted assignees ("**Indemnified Persons**") harmless from and against any and all losses, claims, liabilities, damages, suits, actions, demands, proceedings, costs, charges and/or expenses of whatsoever nature or howsoever arising, including any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue and income or profits as well as reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third-party against any of the Indemnified Persons arising out of a breach of any warranty, representation, or obligation hereunder.

12. NO ASSIGNMENT

Subject to these Terms, only you and no other person shall have the right to any claim against any WhaleStreet Affiliate in connection with the Exchange. You shall not assign, trade or transfer, or attempt to assign, trade or transfer, your right to any such claim. Any such assignment or transfer shall be void and shall not impose any obligation or liability on any WhaleStreet Affiliate to the assignee or transferee.

13. INTELLECTUAL PROPERTY RIGHTS

These Terms shall not entitle you to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, Internet domain names or copyright in connection with the Whitepaper, the Website, the Services, any WhaleStreet Affiliate, the Supported Tokens, Exchange, your use of the Services, and the WhaleStreet Platform.

14. SURVIVING TERMS

Clauses 8 to 20 (including this Clause 14) hereto shall remain valid and in full force and effect notwithstanding any rescission or termination of these Terms and any rights or obligations of

the Parties in respect of any breach of these Terms accruing prior to, on or as a result of such termination or rescission shall continue to subsist notwithstanding such termination or rescission.

15. NO WAIVER

Any failure by any WhaleStreet Affiliate to enforce these Terms or to assert any right(s), claim(s) or causes of action against you under these Terms shall not be construed as a waiver of the right of any WhaleStreet Affiliate to assert any right(s), claim(s) or cause(s) of action against you.

16. ENTIRE AGREEMENT 16.1. These Terms contain the entire agreement and the understanding between the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) in relation to the use of the Services.

16.2. In the event that any WhaleStreet Affiliate discovers that you, in your use of the Services, have engaged in any of the Prohibited Uses or any other unfair, excessive or abusive usage or conduct, WhaleStreet reserves the right to take such actions as may be necessary, to the fullest extent possible under the Applicable Laws, to protect any WhaleStreet Affiliate from any Loss.

17. TAXES 17.1. The use of the Services, including but not limited to the Token Swap shall be exclusive of all taxes that are applicable to, arising from, or in connection to your use of the Services, including but not limited to the Token Swap, your receipt and holding of Supported Tokens in any jurisdiction ("**Payable Tax**").

17.2. You shall be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities. You shall be solely liable for all penalties, claims, fines, punishments, or other liabilities arising from the non-fulfilment or non-performance to any extent of any of your obligations in relation to the Payable Tax.

17.3. No WhaleStreet Affiliate shall be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities.

18. GOVERNING LAW AND DISPUTE RESOLUTION 18.1. These Terms shall be governed by, and construed in accordance with, the laws of the British Virgin Islands.

18.2. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally be resolved by arbitration in the British Virgin Islands. The seat of the arbitration shall be British Virgin Islands. The language of the arbitration shall be English.

18.3. Each of the Parties hereby submits to the non-exclusive jurisdiction of the courts of British Virgin Islands.

19. CUSTOMER FEEDBACK, QUERIES & COMPLAINTS 19.1. If you have any feedback, questions, or complaints, contact us via our email at support@WhaleStreet.xyz. When you contact us please provide us with your email address, and any other information we may need to identify you, and information that is pertinent to your feedback, questions, or complaints.

19.2. In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant and send us an email at support@WhaleStreet.xyz

19.3. Any offer of resolution made to you will only become binding on us if accepted by you. An offer of resolution will not constitute any admission by us of any wrongdoing or liability regarding the subject matter of the complaint.

20. SEVERANCE AND PARTIAL INVALIDITY 20.1. If any of these Terms is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of these Terms shall continue to be valid and in full force and effect.

20.2. The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

ANNEX 1 – RISK FACTORS & DISCLAIMERS

You should carefully consider and evaluate each of the following risk factors and all other information contained in these Terms before deciding to use any of the Services. To the best of our knowledge and belief, the risk factors which are material to you in making an informed judgement to use the Services have been set out below.

RISKS RELATING TO THE WHALESTREET PLATFORM

We may experience system failures, unplanned interruptions in our network or services, hardware or software defects, security breaches or other causes that could adversely affect our infrastructure network, and/or the WhaleStreet Platform

We are unable to anticipate when there would be occurrences of hacks, cyber-attacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), distributed denials of service or errors, vulnerabilities or defects in the WhaleStreet Platform, the Supported Tokens, the User Address, the User Account, the WhaleStreet Protocol Smart Contract Address, the WhaleStreet Protocol Smart Contract, or any technology (including but not limited to smart contract technology) on which we, the WhaleStreet Platform, the Supported Tokens, the User Address, the User Account, the WhaleStreet Protocol Smart Contract Address, the WhaleStreet Protocol Smart Contract, relies or on the Ethereum blockchain or any other blockchain associated with the Supported Tokens. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. We may not be able to detect such hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service errors vulnerabilities or defects in a timely manner and may not have sufficient resources to efficiently cope with multiple service incidents happening simultaneously or in rapid succession. Our Services could be disrupted by numerous events, including natural disasters, equipment breakdown, network connectivity downtime, power losses, or even intentional disruptions of our services, such as disruptions caused by software viruses or attacks by unauthorised users, some of which are beyond our control. Although we have taken steps to guard against malicious attacks on our appliances and infrastructure, which are critical for the maintenance of the WhaleStreet Platform and the Services, there can be no assurance that cyber-attacks, such as distributed denials of service, will not be attempted in the future, and that any of our enhanced security measures will be effective. We may be prone to attacks on our infrastructure intended to steal information about technology, financial data or user information or take other actions that would be damaging to us and Users. Any significant breach of our security measures or other disruptions resulting in a compromise of the

usability, stability and security of our network or Services (including the WhaleStreet Platform) may adversely affect the public confidence in our network or Services.

We are dependent in part on the location and data centre facilities of third-parties

Our infrastructure network is in part established on servers which are owned or housed at the location facilities of third-parties, and/or servers that it rents at data centre facilities of third-parties. If we are unable to maintain such network on commercially reasonable terms or at all, we may be required to transfer our services to a new data centre facility and may incur significant costs and possible service interruption in connection with the relocation. These facilities are also vulnerable to damage or interruption from, among others, natural disasters, arson, terrorist attacks, power losses, and telecommunication failures. Additionally, the third-party providers of such facilities may suffer a breach of security as a result of third-party action, employee error, malfeasance or otherwise, and a third-party may obtain unauthorised access to the data in such servers. As techniques used to obtain unauthorised access to, or to sabotage systems change frequently and generally are not recognised until launched against a target, the WhaleStreet Affiliate and the providers of such facilities may be unable to anticipate these techniques or to implement adequate preventive measures.

Legality of the Services and/or Supported Tokens may be subject to clarification, implementation or change

The Applicable Laws in relation to the Services and/or the Supported Tokens in various jurisdictions may be uncertain and/or subject to clarification, implementation or change. In the event of such clarification, implementation or change, the availability of the Services and/or the Supported Tokens (in connection with the Services) may be adversely affected, including but not limited to the suspension or deactivation of the Services and/or the availability of the Supported Tokens (in connection with the Services).

We may also have to take measures to comply with such regulations, or have to deal with queries, notices, requests or enforcement actions by regulatory authorities, which may come at a substantial cost and may also require substantial modifications to the WhaleStreet Platform. This may impact the appeal of the WhaleStreet Platform for users and result in decreased usage of the WhaleStreet Platform.

Further, should the costs (financial or otherwise) of complying with such newly implemented regulations exceed a certain threshold, maintaining the WhaleStreet Platform may no longer be commercially viable and we may opt to suspend or deactivate the Services. Further, it is difficult to predict how or whether governments or regulatory authorities may clarify, implement or change any Applicable Laws affecting distributed ledger technology and its applications, including the Services. We may also have to cease operations in a jurisdiction that makes it illegal to operate in such

jurisdiction or make it commercially unviable or undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

Certain parts of our work and processes may risk being disrupted by new technologies that may emerge

New technologies may emerge and have a disruptive effect on certain parts of our work and processes. In particular, blockchain technology is rapidly developing and evolving, and technological advancements may render certain or all parts of our work and processes obsolete and ineffective. This may have an adverse effect on the demand for the Services, the Indicated Spot Exchange Rate of Supported Tokens, and the availability of Supported Tokens from Counterparty User(s).

Negative publicity may materially and adversely affect the Indicated Spot Exchange Rate and/or availability of Supported Tokens

Negative publicity involving WhaleStreet Affiliate, the WhaleStreet Platform, or any of the key personnel of a WhaleStreet Affiliate may materially and adversely affect the market perception of WhaleStreet, whether or not such negative publicity is justified. This may have an adverse effect on the demand for the Services, the Indicated Spot Exchange Rate of Supported Tokens, and the availability of Supported Tokens from Counterparty User(s).

The WhaleStreet Platform, User Address, User Account and Supported Tokens are exposed to risk of attacks

While we will make every effort to ensure that the Exchange will be securely executed through rigorous security audit of the WhaleStreet Protocol Smart Contract, there is no assurance that the WhaleStreet Platform (including the WhaleStreet Protocol Smart Contract and the WhaleStreet Protocol Smart Contract Address) and/or the User Address and the User Account will not be subject to hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), sophisticated cyber-attacks, distributed denials of service or errors, vulnerabilities or defects on the WhaleStreet Platform or any other blockchain, or otherwise. Such events may occur as a result of, for example, flaws in programming or source code leading to exploitation or abuse thereof. In such event(s), the Services may be disrupted, and the Supported Tokens may even be stolen or diverted to a different address. Unless you specifically obtain private insurance to insure Supported Tokens, you may not have any recourse as a result of such loss of Supported Tokens.

There may be unanticipated risks arising from the use of the Services

Decentralised cryptographic Token Swaps such as the WhaleStreet Platform are a relatively new and dynamic technology. In addition to the risks included hereto, there are other risks associated with your use of the WhaleStreet Platform, including those that we cannot anticipate. Such risks may further materialise as unanticipated variations or combinations of the risks discussed hereto.

GENERAL RISKS RELATING TO TRADING OF CRYPTOGRAPHIC TOKENS

There is no assurance of an active or liquid market for Supported Tokens

There is no assurance that an active or liquid trading market for Supported Tokens will develop or if developed, be sustained after the Supported Tokens have been made available for trading on the WhaleStreet Platform. The Supported Tokens are generally not a currency issued by any central bank or national, supra-national or quasi-national organisation, nor is it backed by any hard assets or other credit. Trading of Supported Tokens depends on the consensus on its value between the relevant market participants, there is no guarantee as to the liquidity or market price of Supported Tokens to any extent at any time. Accordingly, we cannot ensure that there will be any demand or market for Supported Tokens, or that the Indicated Spot Exchange Rate is indicative of the market price of Supported Tokens

The trading price of Supported Tokens may fluctuate

The prices of cryptographic tokens in general tend to be relatively volatile, and can fluctuate significantly over short periods of time. The demand for, and correspondingly the market price of, Supported Tokens may fluctuate significantly and rapidly in response to, among others, the following factors:

1. new technical innovations;
2. analysts' speculations, recommendations, perceptions or estimates of a Supported Token's market price;
3. changes in market valuations and token prices of entities with operations similar to that of a particular Supported Token;
4. announcements of significant events, for example partnerships, sponsorships, new product developments;
5. fluctuations in market prices and trading volume of Supported Tokens on cryptocurrency exchanges;

6. the availability of Supported Tokens on other cryptocurrency exchanges; and
7. changes in conditions affecting the blockchain or financial technology industry, the general economic conditions or market sentiments, or other events or factors.

Understanding cryptographic token technology requires technical knowledge

Cryptographic tokens are often described in exceedingly technical language that requires a comprehensive understanding of applied cryptography and computer science in order to appreciate the inherent risks. The availability of Supported Tokens on the WhaleStreet Platform does not indicate approval or disapproval of the underlying technology regarding any Supported Token, and should not be used as a substitute for your own understanding of the risks specific to each Supported Token. We give you no undertaking or warranty as to the suitability of the Supported Tokens traded under these Terms and assume no duty in our relations with you. By using the Services, you acknowledge and agree that you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptocurrencies, blockchain assets, and cryptographic tokens including the Supported Tokens, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology.

None of the information available on the Website or made available to you in relation to the use of Services constitutes advice

None of the information available on the Website or made available to you in relation to the use of Services (including but not limited to the Indicated Spot Exchange Rate provided in respect of a Token Swap, which is not indicative of the price at which certain Supported Tokens are being traded on the WhaleStreet Platform or other cryptocurrency exchange platforms) constitutes any advice, including but not limited to legal, tax, financial or trading advice. If you are in any doubt as to the action you should take, you should consult your legal, financial, tax or other professional advisors.

A Token Swap may not be reversible

Transactions which have been signed by the transferor and verified on blockchain networks are generally immutable and effectively irreversible. In the event that you send Offer Tokens to any other destination other than the WhaleStreet Protocol Smart Contract, such Offer Tokens may not be returned. None of the WhaleStreet Affiliates assumes any responsibility or makes any warranties or undertakings and shall have no obligation to you if any of the foregoing events occur, including but not limited to any responsibility to recover, or aid/ assist in the recovery, of such Offer Tokens.