

CONDITIONS OF USE

Last Updated Date: December 23, 2024

These Conditions of Use (the "*Conditions*" or "*Agreement*") apply to your use of cryptocurrency exchange services (the "*Services*") provided at the website: <https://aura5.cc/> (the "*Website*") provided by Aura551 Ltd., a company registered under the laws of the Republic of Seychelles (hereinafter the "*Company*", "*Aura*", "*we*", "*us*" or "*our*"). These Conditions form a binding agreement between the Company and you, as an individual user (the "*you*", "*your*" or "*User*") for your individual usage of the Website and Services. By using the Website and Services, you confirm your acceptance of these Conditions and our associated Privacy Policy. If you do not agree to these Conditions, you must immediately cease using the Website and Services.

1. CHANGES

1.1. We reserve the right at any time to:

1.1.1. modify, update or change these Conditions or our Privacy Policy;

1.1.2. modify, update or change the Website, including eliminating or discontinuing any content or feature of the Website (together shall refer to as the "*Changes*").

1.2. We may make such Changes at any time without prior notice. Any Changes to these Conditions will be made via posting the revised version on the Website and changing the "Effective Date" at the top of these Conditions, and the updated version of the Conditions will be effective at such time. For this reason, you should check our Website regularly. You accept any Changes if you continue to use the Website and Services after such Changes are effected.

2. ELIGIBILITY AND ACCESS

2.1. You must be at least 18 years old to access the Website and Services. You further affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties provided in these Conditions, and to abide by and comply with these Conditions.

2.2. You are required to provide your email address and accept these Conditions in order to use the full functionality of the Website (the "*Account*" and/or "*Registration*").

2.3. In order to verify your identity and/or to detect any anti-money laundering, terrorist financing, fraud, or any other financial crime and permit the Company to keep a record of such information you may be requested to provide us with additional information. Such additional information may include certain personal information which the

Company will treat in accordance with the data protection provisions, as set out in the applicable Privacy Policy.

2.4. You acknowledge and accept that if you fail to provide any information reasonably requested by us pursuant to applicable money laundering laws and regulations after you become a customer shall be treated as basis for the termination of the provision of Services to you and/or the termination of these Conditions.

2.5. It is exclusively your responsibility to bear applicable costs for the usage of Services.

3. SERVICES USE

3.1. The Services provided on the Website by us means sale and purchase of cryptocurrency to or from us directly. Within the text of these Conditions "Cryptocurrency" means a cryptographically secured digital representation of value or contractual rights that uses a form of distributed ledger technology and can be transferred, stored or traded electronically.

3.2. We do not act as an intermediary or marketplace between other buyers and sellers of Cryptocurrency. We reserve the right to use third-party providers to process transactions and/or exchanges.

3.3. You are acknowledged that depending on your place of residence, you may not be able to use all the functions of the Website. It is only your responsibility to follow those rules and laws in your place of residence and/or place from which you access the Website. Subject to the terms of section 4 of these Conditions.

3.4. We execute all requests for Services (the "Order(s)") individually on one by one basis.

3.5. Once the Order is placed it shall be treated as final. The final Order can not be canceled or recalled. All final purchases and sales of Cryptocurrency, and upon delivery you are not entitled to any credits or refunds. Our obligation towards you will be absolutely discharged upon delivery of the Cryptocurrency to your wallet and you shall have no claim or right against us upon such delivery.

3.6. When you are starting an exchange, a corresponding exchange rate is displayed. If you choose the fixed rate option, this rate will stay fixed while the transaction is being performed, regardless of the price fluctuations of the selected currency pair. By choosing the floating rate option for your trade, you allow the exchange rate to change during the processing of the trade according to the price fluctuations of your selected

currency pair. In this case, the amount you receive may differ from the initially displayed amount. Maximum deviation from expected rate- 5%.

3.7. Cryptocurrency is prone to drastic volatility. During the time required to complete a transaction, the cryptocurrency price might change significantly. For this reason, the exchange rate at the moment when the transaction is completed might differ from the exchange rate when the transaction was requested.

3.8. The applicable time for keeping the selected exchange rate and sending the deposit to our wallet address will be 30 (thirty) minutes from the moment of the exchange creation. In case the deposit amount is credited to our wallet address later than 30 (thirty) minutes after the exchange creation, we do not guarantee that the exchange rate will remain unchanged.

3.9. We may, at any time and in our sole discretion, refuse to perform any transfer requested via the Website, impose limits on the transfer amount permitted via the Website, freeze your funds or impose any other conditions or restrictions upon your use of the Website without prior notice.

3.10. The "Memo" tag or Destination tag is an additional value of the address in numeric form. It allows you to identify the recipient of the transfer at the address. Accordingly, it is extremely important to specify the destination tag when sending your cryptocurrencies from Aura to the cryptocurrency exchange. In this case, the exchange will be able to credit the coins to your account. Since it is impossible to cancel transactions on the blockchain, Aura will not be able to help you in such a situation. The only solution here may be to communicate with representatives of services' support and follow their instructions.

3.11. You acknowledge and agree that any refund may cause operating costs for the allocated resources required for resolving issues arising from misuse of our Services. Aura shall be entitled to recover its operating costs for the Services while executing any refund. In this case crypto assets will be refunded to the user, subtracting operating costs and network fees, only with a prior user's consent.

3.12. In case you have requested a refund before we have managed to make the exchange, we have the right to request KYC and proof source of funds. If the client refuses to pass KYC and/or provide the source of funds, we reserve the right to freeze the funds until these requirements are met.

3.13. Our interest is subject to inclusion to the final rate of your exchange transactions. You are not required to pay additional fees directly to us, unless otherwise provided by these Conditions.

3.14. We will not not store your digital assets on deposit balances.

3.15. We reserve the right to refuse any cancellation request associated with a market rate trade Order once you have submitted such Order.

3.16. We shall have a right at any time and in our sole discretion, to refuse to perform any transfer requested via the Website, impose limits on the transfer amount permitted via the Website or impose any other conditions or restrictions upon your use of the Website without prior notice.

3.17. You can access the Website and Services 24 hours per day and 7 days per week. However, we reserve the right, without providing notice or compensation, to temporarily suspend the Website or access to the Website in Order to carry out work including, but not limited to: updates, maintenance operations and amendments to the servers.

3.18. We reserve the right at any time in its sole discretion to block users who violate these Conditions.

4. ACCESS OBLIGATIONS AND PROHIBITED USES

4.1. We do not provide services to customers from the following list of countries: Afghanistan, Central African Republic, Cuba, Crimea and Sevastopol, Democratic Republic of Congo, Eritrea, Libya, Lebanon, North Korea, Somalia, South Sudan, Sudan, Yemen, Iran, Iraq, Syria, Mali, Guinea-Bissau, USA, UK, countries of the European Union or any other country subject to United Nations Security Council Sanctions List and its equivalent (hereinafter the "*Prohibited Jurisdictions*"). You shall inform us immediately if you become a resident in any of the Prohibited Jurisdictions. You also acknowledge and agree that if you are from any of the high-risk and non-cooperative jurisdictions listed on the website of Financial Action Task Force (FATF), you will not be allowed to use any Services provided at the Website.

4.2. We have the right to obtain your IP-address. If the IP-address is allocated in the Prohibited Jurisdictions, we can deny your access to the Website and provide Services.

4.3. We shall neither ask for any of your access or passwords from you nor to ask you to transmit any funds, addresses, as applicable, that are not listed on the Website. We shall not be responsible for any losses caused by transmitting funds, addresses, as applicable, that are not listed on the Website.

4.4. You shall:

4.4.1. keep your personal information, accesses, passwords strictly confidential and not share them with any other person for any purpose including, but not limited to, initiating or executing any payment transaction involving your Account;

4.4.2. take all reasonable efforts to secure all records relating to your personal information, records, accesses, passwords, including, but not limited to, keeping such records in a secure or physical location accessible or known only to you and keeping such records in a place where the records are unlikely to be accessed by a third party;

4.4.3. comply with any and all applicable laws and regulations related to the use of the Services;

4.4.4. provide us with true, accurate, current and complete evidence of its identity when and if applicable, and promptly update his personal information if and when it changes.

4.5. You shall use the Website or Services solely in compliance with these Conditions. You shall not sell, lease or otherwise provide access to the Website or Services to any third party, nor act as a service bureau or otherwise use the Website or Services on behalf of any third party.

4.6. You shall not use the Website or Services in any way, provide any information or content, or engage in any conduct in using the Website or Services that:

(a) is unlawful, illegal or unauthorized;

(b) is defamatory of any other person;

(c) is obscene, sexually explicit or offensive;

(d) advertises or promotes any other product or business;

(e) is likely to harass, upset, embarrass, alarm or annoy any other person;

(f) is likely to disrupt the Website in any way; or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

(g) infringes any copyright, trademark, trade secret, or other proprietary right of any other person;

(h) restricts or inhibits any other person from using the Website, including, without limitation, by means of "hacking" or defacing any portion of the Website;

(i) disables, damages or alters the functioning or appearance of the Website;

(j) "frames" or "mirrors" any part of the Website without our prior written authorization;

(k) uses any robot, spider, site search/retrieval application, or other manual or automatic device or process to download, retrieve, index, "data mine", "scrape", "harvest" or in any way reproduce or circumvent the navigational structure or presentation of the Website or its contents;

(l) harvests or collects information about other users without their express consent;

(m) send unsolicited or unauthorized advertisements, spam, or chain letter to other users of the Website;

(n) except as otherwise permitted by us in writing, open multiple accounts except as otherwise explicitly permitted by the Website;

(o) conduct frequent, intensive trading with or without software or trading tools that are unauthorized by the Website;

- (p) transmits any content which contains software viruses, or other harmful computer code, files or programs; or
- (q) advocates, promotes or assists any violence or any unlawful act.

5. INTELLECTUAL PROPERTY

5.1. All title, ownership rights and intellectual property rights in or relating to the Website and Services, any information transmitted by, to or over the Website and information regarding use of the Website will remain with us or our licensors. Nothing on the Website will be construed as conferring on any user any license, save as expressly set out herein, of any of the Company's or any third party's title, ownership rights and/or intellectual property rights, whether by estoppel, implication or otherwise.

5.2. You agree and confirm not to:

5.2.1. modify, adapt, reproduce, translate or create derivative works of the Website, or any data or content provided through the Website, or any portion thereof, or attempt to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website;

5.2.1. remove any copyright notice, trademark, legend, logo or product identification from the Website;

5.2.2. misrepresent the other sites as the Company's Website by co-opting the visual "look and feel" of or text from the Company's Website or otherwise violate the Company's intellectual property rights, including, without limitation, "scraping" text or images from the Company's Website or the Company managed banners and/or text links, search marketing or all other online and offline campaigns,

5.2.3. edit, modify, filter, truncate or change the Order of the information contained in any part of the Website, or remove, obscure, or minimize any part of the Website in any way without authorization of the Company; or

5.2.4. make any commercial use of the Website or the Company's logo, trademark or brand name in any way.

5.3. You authorize us to use any information or content provided by you or processed in connection with the use of the Website (e.g. personal information, geographic information, device information) in the context and for the purpose of providing Services on the Website and the secure use of the Website.

6. INDEMNIFICATION AND LIABILITY

6.1. To the fullest extent permitted by applicable law, the Company will not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) your use or inability to use the

service; (ii) any unauthorized access to or use of our servers and/or any personal information stored therein; (iii) any interruption or cessation of transmission to or from the service; (iv) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third party; (v) any errors or omissions in any content or for any loss or damage incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available through the service.

6.2. You indemnify and hold us, our subsidiaries, members, directors, partners, officers, employees, contractors and agents harmless from and against any loss, liability, claim, demand, damages, costs, expenses (including legal fees) which may arise from or in connection with the Services, any content on the Services shared by you or other users, any third party websites or resources found through the services, any users of the services, or any breach of this Agreement, applicable laws or any law or regulation in any jurisdiction.

7. SUSPICION OR TERMINATION

7.1. Access to the Website and Services may be suspended or terminated in whole or in part at any time either by you or by us in accordance with the Conditions. Your access to the Website will be automatically terminated upon termination of your Account. In addition, we reserve the right at our sole discretion to freeze your exchange transaction for any period of time if they violate any provision of these Conditions or in accordance with the terms of Section 7.2.

7.2. We may, at any time and at our sole discretion, limit, suspend or terminate, or issue a warning to you regarding, the Website, including terminating the Account if:

7.2.1 we believe it is necessary or desirable to protect the security of the Account;

7.2.2. if any transactions are made which we in our sole discretion deems to be (a) made in breach of these Conditions or in breach of the security requirements of the Account; or (b) suspicious, unauthorized or fraudulent, including without limitation in relation to money laundering, terrorism financing, fraud or other illegal activities;

7.2.3. if we become aware or suspect that any digital assets or funds held in your Account may be associated with criminal proceeds or otherwise are not lawfully possessed by you;

7.2.4. you fail to provide on request such documentation as Aura (or any third party whose services we use in providing the Services to you under this Agreement) reasonably requires in order to comply with its obligations under applicable money laundering laws and regulations or otherwise to ensure the verification of your identity and/or funding sources to Aura satisfaction.

7.2.5. we are unable to verify or authenticate any information you provided;

7.2.6. we believe, in our sole and absolute discretion, that your actions may cause legal liability for you, the Website or other users of the Website;

7.2.7. we decide to cease operations or to otherwise discontinue any services or options provided by the Website, or parts thereof;

7.2.8. there is a change in your circumstances (including a deterioration in or change to your financial position) which we consider, in our sole discretion, material to the continuation of the Account;

7.2.9. we are directed as such by any Governmental Authorities;

7.2.10. we are otherwise required to do so by applicable law;

7.2.11. there is a disruptive market event that triggers a trade halt; or we otherwise decide in our sole discretion that termination or suspension of the Account, the Website or the Conditions is necessary.

7.3. You shall not attempt to regain access to the Website if your access is terminated by us, whether using the same or different username, without our prior written consent.

7.4. Aura shall not be liable to you for any losses you may suffer as a result of any reasonable action it takes to suspend the Account or freeze your exchange transaction in accordance with this section 7.

7.5. By accepting these Conditions you agree to pass through the AML/KYC procedure, which may be applied to you or may be requested by Aura at any time.

8. GENERAL

These Conditions, including the Privacy Policy and other policies incorporated herein, constitute the entire and only agreement between you and us with respect to the subject matter of these Conditions, and supersede any and all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of these Conditions. If any provision of these Conditions is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Conditions and shall not affect the validity and enforceability of any remaining provisions. These Conditions may not be changed, waived or modified except by the Company as provided herein. Neither these Conditions nor any right, obligation or remedy hereunder is assignable, transferable, delegable or sublicensable by you except with our prior written consent, and any attempted assignment, transfer, delegation or sublicense shall be null and void. No waiver by any party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Conditions is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

9. APPLICABLE LAW

9.1. These Conditions will be governed by the laws of the Republic of Seychelles, unless otherwise expressly provided.

9.2. Any dispute arising out of or in connection with these Conditions or the Website, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the competent court or forum in the Republic of Seychelles.

10. THIRD PARTY SITES

For the users who came to the Website via the link from the site of the third-party. The user acknowledges and confirms that since the moment the user accesses the Website via the link the user agrees to be bound by the terms of this Agreement, Company's AML and KYC Compliance Policy and Privacy Policy

11. QUESTIONS, COMPLAINTS, CLAIMS

If you have any questions, complaints, or claims with respect to these Conditions, the Website or Services, please contact us at hello@aura5.cc