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TERMS AND CONDITIONS

Last Updated On: 22-06-2022

I. Welcome to Square!

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY OF THE SQUARE PRODUCTS AND SERVICES.

These terms and conditions, together with the other documents referred to in it, govern your use of our website www.squarein.com and the associated mobile and software applications (either existing or upcoming) and our online digital assets trading services, whether as a guest or a registered user.

Square is a service offered by Damsol Private Limited and we used the terms "We", "Our", "Company", "Square" and "Us" interchangeably throughout this document and they all refer to Damsol Private Limited, and the terms "User", "You" and "Your" refer to a User of our Online Platforms (Website and/or Mobile Application).

II. Accepting Terms

In order to use Square online platforms (both website and mobile) you must accept to these terms and conditions and comply with them. Use of our Square platform includes accessing, browsing, and registering to use our services.

You can accept the Terms by simply using the service. You need to understand and agree that Square will treat your use of the Square Platform as the acceptance of the Terms from that point onwards.

If you do not agree to these Terms, you must not use the Square Platform. If you do not agree with any amendments made by to these Terms at any time in future, you must stop using the Square Platform with immediate effect. Your continuous use of the platform will be treated as your acceptance of the new Terms.



BY MAKING USE OF SQUARE PLATFORM AND ITS SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: (1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF DIGITAL ASSETS AND THEIR DERIVATIVES; (2) YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF SQUARE SERVICES AND TRANSACTIONS OF DIGITAL CURRENCIES AND THEIR DERIVATIVES; AND (3) SQUARE SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.

III. Other applicable terms

These Terms refer to, incorporate, and include the following additional terms, which also apply to your use of the Square Platform/s and their services:

Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Square Platform/s, you consent to such processing and you warrant that all data provided by you is accurate.

Our Anti-Money Laundering Policy, which sets out the terms regarding identity verification of our Users and the procedures followed for early identification and reporting of prohibited/illegal activities which may be committed by using our services. When using the Square Platform, you must comply with this AML Policy. We may require further documentation for verifying your identity and the source of funds used to trade using the services prior to any confirmation of a trade. You further agree to provide us, at any time, with such information as we determine to be necessary and appropriate to verify compliance with the anti-money laundering regulations of any applicable jurisdiction or to respond to requests for information concerning your identity from any governmental authority, self-regulatory organization or financial institution in connection with its anti-money laundering compliance procedures, and to update such information as necessary.

IV. Changes to These Terms

Square reserves the right to change or modify these Terms in its discretion at any time. Square will notify such changes by updating the terms on its website () and modifying the [Last revised] date displayed on this page.

ANY AND ALL MODIFICATIONS OR CHANGES TO THESE TERMS WILL BECOME EFFECTIVE UPON PUBLICATION ON THE WEBSITE OR RELEASE TO USERS. THEREFORE, YOUR CONTINUED USE OF SQUARE PLATFORM AND ITS SERVICES IS DEEMED YOUR ACCEPTANCE OF THE MODIFIED AGREEMENT AND RULES. IF YOU DO NOT



AGREE TO ANY CHANGES TO THESE TERMS, YOU MUST STOP USING SQUARE PLATFORM AND ITS SERVICES IMMEDIATELY. YOU ARE RECOMMENDED TO FREQUENTLY REVIEW THESE TERMS TO ENSURE YOUR UNDERSTANDING OF THE TERMS AND CONDITIONS THAT APPLY TO YOUR ACCESS TO AND USE OF SQUARE PLATFORM AND ITS SERVICES.

V. About Square

Square is an online platform for Digital Assets trading, and provides Users with a trading platform (which includes the sale and purchase of digital assets either using fiat money or other digital assets), transfer of fiat money from User's Square wallet to their Linked bank account and vice versa, Online storage of digital assets owned by the users, Fixed deposits (locked savings) of crypto assets, financing services, technical services and other Digital Assets-related services, collectively called as "Exchange Services". Users must register and open an account with Square, and deposit Digital Assets into their account prior to trading. Users may, subject to the restrictions set forth in these Terms, apply for the withdrawal of Digital Assets.

Although Square has been committed to maintaining the accuracy of the information provided through Square Platforms and Services, Square cannot and does not guarantee its accuracy, applicability, reliability, integrity, performance or appropriateness, nor shall Square be liable for any loss or damage that may be caused directly or indirectly by your use of these contents. The information about Square platform and its Services may change without notice, and the main purpose of providing such information is to help Users make independent decisions. Square does not provide investment or consulting advice of any kind, and is not responsible for the use or interpretation of information on Square Platforms or any other communication medium. All Users of Square Platform and its Services must understand the risks involved in Digital Assets trading, and are recommended to exercise prudence and trade responsibly within their own capabilities.

VI. Definitions

1. **Square** refers to an ecosystem comprising Square websites (whose domain names include but are not limited to <https://www.Squarein.com>), mobile applications, clients, applets and other applications that are developed to offer Square Services, and includes independently-operated platforms, websites and clients within the ecosystem. In case of any inconsistency between



relevant terms of use of the above platforms and the contents of these Terms, the respective applicable terms of such platforms shall prevail.

2. **Square Services** refers to various services provided to you by Square that are based on Internet and/or blockchain technologies and offered via Square websites, mobile applications, clients and other forms (including new ones enabled by future technological development).
3. **Square Accounts** refer to the foundational virtual accounts, including main accounts and subaccounts, which are opened by Square for Users to record on Square their usage of Square Services, transactions, asset changes and basic information. Square Accounts serve as the basis for Users to enjoy and exercise their rights on Square.
4. **Users** refer to all individuals, institutions or organizations that access, download or use Square or Square Services and who meet the criteria and conditions stipulated by Square. If there exist other agreements for such entities as developers, distributors, market makers, and Digital Currencies exchanges, such agreements shall be followed.
5. **Digital Currencies/Crypto Currencies** refer to encrypted or digital tokens or cryptocurrencies with a certain value that are based on blockchain and cryptography technologies and are issued and managed in a decentralized form.
6. **Digital Assets** refer to Digital Currencies, their derivatives or other types of digitalized assets with a certain value, such as Bitcoin, Ethereum, Litecoin, Ripple etc.
7. **Fiat money/fiat currency** refers to currencies issued by federal governments via their central banks such as USD, EUR, INR etc.
8. **Funds** refers to both digital and fiat currency, as the case may be.
9. **Square Wallet** means an online address accessible through the Square Platform and operated by a User for storage of its Digital Assets.
10. **Fiat Wallet** refers to means an online address accessible through the Square Platform and operated by a
 - a. User for the storage of the User's fiat currency holdings.
11. **Content** means any information, text, graphics, or other materials uploaded by the Company or the users, which appears on the Square Platform for other users to access.
12. **Linked Bank Account** refers to any bank account owned and operated by the User and held with a Scheduled Commercial Bank, whose details were provided by the User during the registration process.
13. **Intellectual Property** means any and all of the following, arising in any jurisdiction in the world;
 - (a) patents, patent applications, continuations, continuations in part, divisional renewals and reissuance;
 - (b) copyrights;
 - (c) trademarks, service marks, trade named and trade dress;
 - (d) trade secrets;
 - (e) design rights;
 - (f) data rights;
 - (g) mask work rights;
 - (h) moral rights;
 - (i) foreign equivalents of any of the foregoing;
 - (j) any other intellectual property rights;
 - (k) registrations of and applications for any of the foregoing; and
 - (l) the right to sue for any present or past violation, infringement or misappropriation of any of the foregoing.



14. **Intellectual Property Rights** means and includes, without limitation, any patents, copyrights, trademarks, trade secrets, service marks, database right, design right, moral right or any other property rights (in each case, whether registered or not and including applications for registration, if any) that grant similar rights as the foregoing, anywhere in the world.
15. **User Data** shall mean any data, information, documents or materials submitted with the Company prior to or during the use of the Services.

Any reference to “you” or “your” or “user” refers to you as a user of the Online Platforms and the Services and any reference to “we”, “our” and “us” shall refer to the Company, its subsidiaries, affiliated entities, permitted assigns (as and when applicable) as the provider of the Services.

Any reference to “Square” shall mean a reference to Damsol Private Limited.

VII. Square account

1. **Registration:** All Users must apply for a Square Account before using Square platform's Services. When you register a Square Account, you must provide the information as requested by Square, and accept these Terms, the Privacy Policy, and other Square platform Rules. Square may refuse, in its discretion, to open a Square Account for you. You agree to provide complete and accurate information when opening a Square Account, and agree to timely update any information you provide to Square to maintain the integrity and accuracy of the information. Each User (including natural person, business or legal entity) may maintain only one main account at any given time.
2. **Who can use the Square Platform:** You may not use the Square Platform and may not accept the Terms if (a) You are not of legal age to form a binding contract with Square, or (b) you are a person who is either barred or otherwise legally prohibited from receiving or using the service under the laws of the country in which you are a resident or from which you access or use the service or from any recognized international institutions such as UN, WB etc, or (c) you are from a country where crypto was declared illegal/banned by that country's federal laws.
3. **User Identity Verification/KYC:** Your registration of an account with Square will be deemed your agreement to provide required personal information for identity verification. Such information will be used to verify Users' identity, identify traces of money laundering, terrorist financing, fraud and other financial crimes through Square, or for other lawful purposes stated by Square. We will collect, use and share such information in accordance with our Privacy Policy and AML policy. In addition to providing such information, you agree to allow us to keep a record of that information during the period for which your account is active and within five (5) years after your account is closed, in compliance with global industry standards on data storage. You also



authorize us to conduct necessary investigations directly or through a third party to verify your identity or protect you and/or us from financial crimes, such as fraud. The information we require to verify your identity may include, but is not limited to, your name, email address, contact information, phone number, username, government-issued ID, date of birth, and other information collected during account registration. When providing the required information, you confirm it is true and accurate. AFTER REGISTRATION, YOU MUST ENSURE THAT THE INFORMATION IS TRUE, COMPLETE, AND TIMELY UPDATED WHEN CHANGED. IF THERE ARE ANY GROUNDS FOR BELIEVING THAT ANY OF THE INFORMATION YOU PROVIDED IS INCORRECT, FALSE, OUTDATED OR INCOMPLETE, SQUARE RESERVES THE RIGHT TO SEND YOU A NOTICE TO DEMAND CORRECTION, DIRECTLY DELETE THE RELEVANT INFORMATION, AND, AS THE CASE MAY BE, TERMINATE ALL OR PART OF SQUARE SERVICES WE PROVIDE FOR YOU. IF WE ARE UNABLE TO REACH YOU WITH THE CONTACT INFORMATION YOU PROVIDED, YOU SHALL BE FULLY LIABLE FOR ANY LOSS OR EXPENSE CAUSED TO SQUARE DURING YOUR USE OF SQUARE SERVICES. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE THE OBLIGATION TO UPDATE ALL THE INFORMATION IF THERE IS ANY CHANGE. BY REGISTERING AN ACCOUNT, YOU HEREBY AUTHORIZE SQUARE TO CONDUCT INVESTIGATIONS THAT SQUARE CONSIDERS NECESSARY, EITHER DIRECTLY OR THROUGH A THIRD PARTY, TO VERIFY YOUR IDENTITY OR PROTECT YOU, OTHER USERS AND/OR SQUARE FROM FRAUD OR OTHER FINANCIAL CRIMES, AND TO TAKE NECESSARY ACTIONS BASED ON THE RESULTS OF SUCH INVESTIGATIONS. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED TO CREDIT BUREAUS AND AGENCIES FOR FRAUD PREVENTION OR FINANCIAL CRIME PREVENTION, WHICH MAY RESPOND TO OUR INVESTIGATIONS IN FULL.

4. **Account Usage Requirements:** The Square Account can only be used by the account registrant. Square reserves the right to suspend, freeze or cancel the use of Square Accounts by persons other than account registrant. If you suspect or become aware of any unauthorized use of your username and password, you should notify Square immediately. Square assumes no liability for any loss or damage arising from the use of Square Account by you or any third party with or without your authorization.
5. **Account Security:** Square has been committed to maintaining the security of User entrusted funds, and has implemented industry standard protection for Square Services. However, the actions of individual Users may pose risks. You shall agree to treat your access credentials (such as username and password) as confidential information, and not to disclose such information to any third party. You also agree to be solely responsible for taking the necessary security measures to protect your Square Account and personal information.

You should be solely responsible for keeping safe of your Square Account and password, and be responsible for all the transactions under your Square Account. Square assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account



credentials, including but not limited to information disclosure, information release, consent or submission of various rules and agreements by clicking on the website, online agreement renewal, etc.

I.

By creating a Square Account, you hereby agree that:

- a. you will notify Square immediately if you are aware of any unauthorized use of your Square Account and password or any other violation of security rules;
- b. you will strictly abide by all mechanisms or procedures of Square regarding security, authentication, trading, charging, and withdrawal; and
- c. you will take appropriate steps to logout from Square at the end of each visit.

VIII. Changes to Square platform and its services:

- a. We endeavour to update the Square Platforms and any Content therein from time to time and may also change, replace or remove the Content at any time. However, the information provided herein is on an "as is" basis and we do not make any representation and/or warranty with respect to the accuracy, completeness and legality. In regards to the foregoing, we hereby disclaim all and any liability.
- b. We do not guarantee that the Square Platform, or any Content on it, will be free from errors or omissions.
- c. We may, without prior notice, change the Services; add or remove functionalities or features; stop providing the Services or features of the Services, to you or to users generally; or create usage limits for the Services.

IX. Accessing Square Platform:

- a. We do not guarantee that your use of the Square Platform will always be available/ uninterrupted. Access to the Square Platform is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Square Platform without notice. We will not be liable to you including without limitation for any losses incurred due to volatility of prices of the Digital Assets if for any reason the Square Platform are unavailable at any time or for any period.
- b. You are also responsible for ensuring that all persons who access the Square Platform through you/ your internet connection or network are aware of these Terms and other applicable terms and conditions, and that they comply with them.



X. Square Services:

Upon completion of the registration and identity verification for your Square Account, you may use various Square Services, including but not limited to Fiat Trading, Square Savings services, Crypto-to-crypto conversion, acquiring market-related data, research and other information released by Square, participating in User activities held by Square, etc., in accordance with the provisions of these Terms (including Square Platform Rules and other individual agreements). Square has the right to:

- Provide, modify or terminate, in its discretion, any Square Services; and
- Allow or prohibit some Users' use of any Square Services in accordance with relevant Square Platform Rules.

Square has the exclusive authority to determine which Digital Assets are listed on the platform and may add or remove Digital Assets from the platform in its sole discretion, from time to time. Square may also change the order size available for each Digital Asset. In respect of such additions, removals, or amendments, Square may, but is not obliged to, notify Users in advance and Square shall have no liability to Users in connection with such additions, removals or amendments.

1. Guidelines to use Square Platform and its services

A. License

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

These Terms only grant a limited license to access and use Square Platform and its Services. Therefore, you hereby agree that when you use Square Platform and its Services, Square does not transfer Square platform and its Services or the ownership or intellectual property rights of any Square intellectual property to you or anyone else. All the text, graphics, user interfaces, visual interface, photos, sounds, process flow diagrams, computer code (including html code), programs, software, products, information and documents, as well as the design, structure, selection, coordination, expression, look



and feel, and layout of any content included in the services or provided through Square platform, are exclusively owned, controlled and/or licensed by Square or its members, parent companies, licensors or affiliates.

Square owns any feedback, suggestions, ideas, or other information or materials (hereinafter collectively referred to as "Feedback") about Square platform or its Services that you provide through email, Square Services, or other ways. You hereby transfer all rights, ownership and interests of the Feedback and all related intellectual property rights to Square. You have no right and hereby waive any request for acknowledgment or compensation based on any Feedback, or any modifications based on any Feedback.

B. Restriction

When you use Square Platform and Services, you agree and undertake to comply with the following provisions:

During the use of Square Platform and its Services, all activities you carry out should comply with the requirements of applicable laws and regulations, these Terms, and various guidelines of Square;

Your use of Square Platform and its Services should not violate public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using Square Platforms and its Services;

You agree not to use the services for market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether prohibited by law);

Without written consent from Square, the following commercial uses of Square data are prohibited:

1. Trading services that make use of Square quotes or market bulletin board information.
2. Data feeding or streaming services that make use of any market data of Square.
3. Any other websites/apps/services that charge for or otherwise profit from (including through advertising or referral fees) market data obtained from Square.

Without prior written consent from Square, you may not modify, replicate, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any copyright statement or label, or license, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any part of the properties, or create their derivative works or otherwise take advantage of any part of the properties.

You may not (i) use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties, or replicate or bypass the navigational structure or presentation



of Square platform and its services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through Square Platform; (ii) attempt to access any part or function of the properties without authorization, or connect to Square Platform or any Square servers or any other systems or networks of any Square platform provided through the services by hacking, password mining or any other unlawful or prohibited means; (iii) probe, scan or test the vulnerabilities of Square platform or any network connected to the properties, or violate any security or authentication measures on Square platform or any network connected to Square platform; (iv) reverse look-up, track or seek to track any information of any other Users or visitors of Square platform; (v) take any actions that imposes an unreasonable or disproportionately large load on the infrastructure of systems or networks of Square platform, its services, or the infrastructure of any systems or networks connected to Square platform; (vi) use any devices, software or routine programs to interfere with the normal operation of Square platform or any transactions on Square platform, or any other person's use of Square platform; (vii) forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to Square, or (viii) use Square platform and its services in an illegal way.

By accessing Square platform and its Services, you agree that Square has the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions under relevant regulations without your consent or prior notice. Examples of such actions include, but are not limited to:

- Blocking and closing order requests;
- Freezing your account;
- Reporting the incident to the authorities;
- Publishing the alleged violations and actions that have been taken;
- Deleting any information, you published that are found to be violations.

C. Square wallets:

Upon activation of your User Account, we will provide you with a Fiat Wallet and a Coin Wallet. These Wallets enable you to purchase, send, receive or store Digital Assets supported by the Square Platforms. You are required to maintain a minimum balance of Funds in your Wallets before you initiate an order and/or transaction. We reserve the right to refuse to execute any order and/or transaction initiated by you, if they are in contravention to the AML Policy or to comply with directions of appropriate enforcement authorities.

You are responsible for withdrawing the funds from your Fiat and/or Coin wallet and it shall be your responsibility to disclose the proper source of funds. You declare that withdrawals and deposit by you in your Fiat and Coin wallet does not constitute violation of any anti money laundering laws, rules and regulations of India or any other country according to their federal regulations. You shall indemnify and



hold harmless us, our affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or any government or regulatory or statutory body due to or arising out or relating to violation under relevant anti money laundering laws of India or any other country.

1. Fiat Wallet:

- a. Fiat Wallet has been provided to store your fiat holdings (such as INR). Funds held herein can only be used to purchase Digital Assets through the Square Platform and the fiat currency denominated sale proceeds of any Digital Assets will be credited into this Fiat Wallet, less the applicable Transaction Fee. You are not entitled to any interest on the Funds held in the Fiat Wallet.
- b. In case you wish to acquire Digital Assets using fiat currency you will be required to transfer Funds from your Linked Bank Account to your Fiat Wallet to purchase any Digital Assets. Your Fiat Wallet will reflect funds transferred to it within 3 working days of such transfer being initiated, subject to any delays in the relevant banking channels.
- c. You may withdraw the Funds held in your Fiat Wallet, by making a formal request to transfer such Funds into the Linked Bank Account, through the Square Platform at any time ("Withdrawal Request"). The Company will endeavour to settle each Withdrawal Request within 3 working days of such request being made, subject to any delays in the relevant banking channels.
- d. Users who are non-residents in India (as defined under the Foreign Exchange Management Act, 1999) ("Foreign Users") might only have access to limited features of the Square platform. Foreign Users are not entitled to withdraw or redeem any balance maintained with Square in Indian Rupee ("INR Balance"). Foreign Users shall not make any payments in Indian Rupees while using our Services.

2. Crypto Wallet/Coin wallet:

- a. A Crypto Wallet has been provided to you wherein Digital Assets may be stored. Funds held in this Wallet may be used to purchase/convert to another Digital Asset, and any sale proceeds obtained in the form of Digital Assets will be credited only into this Wallet. You are not entitled to any interest on the Funds held herein.
- b. You are permitted to withdraw Funds held in this account, provided such Funds can only be transferred to another digital asset wallet ("External Wallet"). You may be required to verify that you own and operate the External Wallet before your withdrawal request is accepted.
- c. In case you transfer any Funds to a recipient who is not a User of our Online Platforms, we will invite such recipient to open a User Account, and transfer the Funds back to your Coin Wallet in case of such recipient's failure to open a User Account within 30 days.



- d. You are not permitted to transfer, store or receive any digital assets not supported by our Online Platforms. You acknowledge that the Company shall not be liable for any losses suffered by you in connection with your attempt Clause.

D. Fees:

You agree to pay Square the fees, wherever applied, which we mention explicitly. Square may, in its discretion, update the fees at any time. Any updated fees will apply to any sales or other Transactions that occur following the effective date of the updated fees. You authorize Square to deduct from your account any applicable fees that you owe under these Terms.

2. Square Fiat Trading

Upon completion of the registration, identity verification for your Square Account in accordance with the provisions of these Terms and Square Platform Rules, which enable Users to buy and sell Digital Assets. Before using Fiat trading service, you must load your Fiat wallet by transferring money from your Linked bank account to your Fiat wallet using one of the methods available in Square platform.

In Fiat trading you are essentially using the Fiat money in your Square Fiat wallet to purchase/sale of your chosen crypto asset from the available list of crypto assets in Square platform.

- If you make a purchase of crypto assets with fiat money, the proceeds will go to your Coin wallet and the corresponding fiat money will be deducted from your fiat wallet.
- If your make sale of crypto assets for fiat money, the proceeds will go to your fiat wallet and the corresponding crypto assets will be deducted from your crypto wallet.
- Things like purchase/sale price of crypto assets, availability of crypto assets is entirely in the discretion of Square. Square may change, without any prior notice, the prices of crypto assets, add or delete crypto assets to the available list of crypto assets for fiat trading.

3. Square Crypto Locked Savings

Square offers Crypto locked savings as a value-added service to the users who completed the registration and identity verification for their Square Account. When using Square Savings service, you should note that:

- a. Square Savings assets will be used in crypto business activities such as lending, staking and others.
- b. When you use Square Savings service, you will unconditionally authorize Square to distribute and grant the leveraged interest according to Square Platform Rules.



- c. Square reserves all rights to choose which crypto assets to be listed under Savings program and their interest rates as well. Square reserves all rights to change the interest rates based on market conditions, however interest rates will not be changed for active deposits.
- d. You can choose your preferred crypto asset, choose the deposit amount, and duration of locking period from the available options. And users cannot withdraw, once locked, their crypto assets for the entire locking period.
- e. You agree and acknowledge that the interest rates are calculated dynamically based on market demand and supply. Interest rates shall be locked when the user creates a position to deposit the Principal Cryptocurrency.
- f. You shall abide by relevant laws and regulations to ensure that the sources of Digital Assets are legitimate and compliant when using Square Savings service.
- g. When you use Square Savings service, you should fully recognize the risks of investing in Digital Assets and operate cautiously.
- h. You agree that all investment operations conducted on Square represent your true investment intentions and that unconditionally accept the potential risks and benefits of your investment decisions.
- i. Square reserves the right to suspend or terminate Square Savings service. If necessary, Square can suspend and terminate Square Savings service at any time.
- j. Due to network delay, computer system failures and other force majeure, which may lead to delay, suspension, termination or deviation of execution of Square Savings service, Square will use reasonable effort to ensure but not promise that Square Savings service execution system runs stably and effectively. Square does not take any responsibility if the final execution fails to match your expectations due to the above factors.

4. Square Crypto-to-crypto covert

- a. Upon completion of the registration and identity verification for your Square Account, you may be able to make use of the Square Convert Services. Users may provide Square with a request to convert one Digital Asset into another Digital Asset, which Square may, in its sole discretion, elect to accept or reject.
- b. For the conversion between a supported trading pair of Digital Assets, Users may place a market order, by specifying the type and amount of the Digital Asset to be converted (a "Convert Market Order").
- c. If a User places a Convert Market Order, Square may provide a non-binding quote for the conversion (a "Convert Quote"), which the User may accept or decline within such period of time as Square may in its sole discretion specify. It is the User's responsibility to check the competitiveness of the price and decide whether to accept the Convert Quote or not within the specified time. User's acceptance of the Convert Quote (the "User Trade Request") authorizes



Square to temporarily lock the User's Digital Assets that are to be converted until the conversion is completed.

- d. Square may either accept or reject the User Trade Request at its sole discretion, depending on market conditions and other factors at the relevant time.
- e. Crypto assets available for Conversion and the conversion rates are under the full discretion of Square and Square may change this anytime, without prior notice.
- f. If Square accepts the User Trade Request, Square will guarantee the price (regardless of price movement) as well as the amount it provides to the User and will settle the Digital Assets accordingly. In most cases, the settlement will complete within 20 seconds. But it is sometimes possible that the settlement process takes several hours or even longer, depending on various factors, including market conditions, technical issues, etc. During the process of settlement, the User cannot cancel the conversion or transfer, withdraw, or trade the Digital Asset that is being processed. Square shall not be held responsible for potential loss or opportunity cost in connection with any price change of the Digital Asset being processed during this settlement period.
- g. It is recommended that Users conduct independent research into different Digital Assets prior to using Square crypto-to-crypto Convert Services. Users bear full responsibility for any profit or loss in connection with their use of the Square crypto-to-crypto Convert Services.

Xi. Intellectual Property Rights

- a. Unless otherwise specified, all Content on the Square Platform is the property of the Company and are protected under copyright, trademark and other applicable laws.
- b. The trademarks, service marks and logos of the Company and others used on the Square Platform ("**Trademarks**") are the property of the Company and their respective owners;
- c. Users shall not reverse engineer or disassemble any part of the Square Platform for any reason whatsoever. Any such action shall amount to a material breach of the Terms and may result in the Company terminating the defaulting Users' User Account
- d. The Square Platform may in places include third-party intellectual property including the software used for creating or distributing Digital Assets. The Company does not own any rights to such third-party IP and is bound by the license terms for such IP and by virtue of these terms the Users shall also be bound by the said license terms.

XII. Risk Acknowledgment

A considerable loss may be sustained/incurred while trading in Digital Assets, hence you are advised to determine your financial circumstances and risk tolerance before trading and carefully consider the following risks:



- a. Digital Assets are currently unregulated and trading, holding and transferring some or all Digital Assets may be deemed illegal in some countries in the future. You are encouraged to obtain appropriate legal counsel regarding the same before using the Square Platform;
- b. The value of any Digital Asset is very volatile and you may sustain a total loss of your Funds;
- c. Due to the market being in a nascent stage, during a market disruption or during a force majeure event, you may face difficulties or impossibility in liquidating your position under certain market conditions.
- d. Digital Assets are not backed by a central bank or any other financial regulator and as such there is no third-party that may take any corrective action upon the occurrence of a global/regional crisis;
- e. Since Digital Assets are held online, they are susceptible to security breaches and government crackdowns that may end up compromising the integrity or anonymity of the system that produce such Digital Assets.
- f. You acknowledge that the aforementioned is a non-exhaustive statement of risks associated with the trade of Digital Assets and that there may be additional risks not listed or foreseen by the Company.
- g. By creating User Account you acknowledge that you have carefully assessed your financial standing and risk tolerance and you confirm that the same is suitable for trading in Digital Assets.
- h. You acknowledge and agree that digital currency is not a legal tender and the digital currency values are not static and fluctuate due to market changes. Not all products and services are available in all geographic areas and are subject to applicable terms and conditions of that particular jurisdiction. Eligibility for particular products and services is subject to final determination by Square. Rates for Square products are subject to change.

XIII. User Obligations

These Terms govern your behaviour on the Square Platform and set forth your obligations. You agree, confirm, and represent the following:

1. You shall comply with all the obligations set forth in these Terms, including without limitation the AML Policy.



2. You will use the Services rendered by us for lawful purposes only and comply with these Terms and all applicable laws, statutes, by-laws, acts of legislature or parliament, rules, regulations, orders, ordinances, protocols, codes, guidelines, or policies of any governmental authority, including without limitation the applicable money laundering acts and laws governing unlawful activities; and all applicable judicial orders and precedent (“**Applicable Laws**”) while using and transacting on the Square Platform.
3. Creation and maintenance of all Content in your Account shall be your sole responsibility.
4. You are responsible for safeguarding the password that you use as a part of your Account Information to access the Services and for any activities or actions under your Account. We encourage you to use “strong” passwords preferably using a combination of upper- and lower-case letters, numbers and symbols with your Account. The Company will not be liable for any loss or damage arising from your failure to comply with this instruction. You acknowledge that you will irreversibly lose your Digital Assets if you delete your Account.
5. You shall provide us with only such information (including without limitation Identification Documents submitted by you) that is true and accurate to the best of your knowledge.
6. You shall be allowed to cancel any orders initiated but not executed on the exchange. In case any order is partially executed, we may in our sole discretion permit cancellation of the unexecuted order. You acknowledge that all orders and/or transactions are irreversible once executed.
7. You must maintain sufficient Funds in your Square Wallets before initiating any order and/or transaction. In case you have insufficient funds in your Square Wallet then the Company may either cancel your order or execute a partial transaction using the Funds available in your Square Wallet.
8. You understand that certain taxes may be applicable upon the trading of Digital Assets and you would be required to determine your tax liability under the Applicable Laws. You acknowledge that you’re solely responsible for payment of any taxes that may arise in connection with your use of Services.
9. As the price of Digital Assets are very volatile and subject to fluctuation, you acknowledge that the actual market rate at which an order and/or transaction is executed may vary.
10. Square may be required to suspend trading in cases of a force majeure event. You acknowledge that: (i) your access to the Services and/or the Funds during such periods may be limited or restricted; and (ii) the market conditions may differ significantly, following the completion of such Force Majeure Events.
11. Square does not control the underlying technology which governs the mining, creation, sale of any Digital Assets. You acknowledge that Square does not exercise any control over the market price or circulation or volatility of the Digital Assets and that the contract for sale of any of the Digital Assets shall be a strictly bipartite contract between the seller and the buyer.
12. If you grant express permission to a third party to connect to your Account, either through the third party’s product or through Square, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under these Terms. Further, you acknowledge and agree that you will not hold Square



responsible for, and will indemnify Square from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant.

XIV. No Reliance on Information

1. The Content on the Square Platform is provided for general information only. It is not intended to amount to investment advice on which you should rely. You must obtain specialist advice before taking, or refraining from, any action on the basis of the content provided on the Square Platform.
2. We display some content that is not ours. This content is the sole responsibility of the person/entity who makes it available. The content of the Square Platform, including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals, is for informational purposes only and does not constitute professional investment advice, tips or recommendations of any kind. For the avoidance of doubt, it is clarified that the Company does not provide investment and financial advice to its Users. Reliance on any information appearing on the Square Platform, whether provided by the Company, its content providers, visitors to the Square Platform or others, is solely at your own risk, and the Company shall not bear any liability for any loss/ injury that may arise due to your reliance on any Information published on the Square Platform. You further acknowledge and agree that should any claim/ damage/ liability arise as a result of any reliance placed by you on any information published on the Square Platform, the Company shall have no liability in relation to the same. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don't assume that we do.
3. We assume no responsibility for the content of websites linked on the Square Platform. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
4. Although we make reasonable efforts to update the information on the Square Platform, we make no representations, warranties or guarantees, whether express or implied, that the Content on the Square Platform is accurate, complete or up- to-date.

XV. Disclaimer of Warranties

1. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SQUARE SERVICES, SQUARE MATERIALS AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF SQUARE ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND SQUARE EXPRESSLY DISCLAIMS, AND YOU WAIVE, ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,



TITLE OR NON-INFRINGEMENT OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. WITHOUT LIMITING THE FOREGOING, SQUARE DOES NOT REPRESENT OR WARRANT THAT THE SITE, SQUARE SERVICES OR SQUARE MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SQUARE DOES NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED OR REMAIN OPEN. EXCEPT FOR THE EXPRESS STATEMENTS, AGREEMENTS AND RULES SET FORTH IN THESE TERMS, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR AGREEMENT, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF SQUARE SERVICES. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT SQUARE WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (A) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL ASSETS PRICE DATA, (B) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA, (C) INTERRUPTION IN ANY SUCH DATA, (D) REGULAR OR UNSCHEDULED MAINTENANCE CARRIED OUT BY SQUARE AND SERVICE INTERRUPTION AND CHANGE RESULTING FROM SUCH MAINTENANCE, (E) ANY DAMAGES INCURRED BY OTHER USERS' ACTIONS, OMISSIONS OR VIOLATION OF THESE TERMS, (F) ANY DAMAGE CAUSED BY ILLEGAL ACTIONS OF OTHER THIRD PARTIES OR ACTIONS WITHOUT AUTHORIZED BY SQUARE; AND (G) OTHER EXEMPTIONS MENTIONED IN DISCLAIMERS AND PLATFORM RULES ISSUED BY SQUARE.

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

2. Disclaimer of Damages and Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SQUARE, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESSES OR FINANCIAL BENEFITS) ARISING OUT OF SQUARE SERVICES, ANY PERFORMANCE OR NON-PERFORMANCE OF SQUARE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF SQUARE AND ITS AFFILIATES, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF SQUARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF SQUARE'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL THE LIABILITY OF SQUARE, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF SERVICES OFFERED BY



OR ON BEHALF OF SQUARE AND ITS AFFILIATES, ANY PERFORMANCE OR NON-PERFORMANCE OF SQUARE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY, EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO SQUARE UNDER THESE TERMS IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

XVI. Virus Protection

1. You will be responsible for introduction of any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Square Platform, the server on which the Square Platform is stored or any server, computer or database connected to the Square Platform. By breaching this provision, you would commit a criminal offence under the Applicable Laws. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Square Platform will cease immediately.
2. We will not be liable for any loss or damage caused by a virus, denial-of-service attack, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Square Platform or your downloading of any Content on it, or on any website linked to it.
3. You should use your own virus protection software. We cannot and do not guarantee or warrant those files available for downloading from the Square Platform will be free of infection by viruses, worms, trojan horses or other code that manifest contaminating or destructive properties.

XVII. Service Limitations

Except as required by law, Square may, without notice and without liability towards the user, suspend or terminate access to, or refuse to provide any services at any time at its sole discretion, including but not limited to:

- a. if Square believes, at its sole discretion, that a user's direct or indirect use, or attempt to use the Platform is for any unlawful or improper purpose;
- b. if a user provides any incomplete, incorrect or false information/KYC documents to Square;
- c. if a user attempts to tamper, hack, modify or otherwise corrupt the security or functionality of the Site or the Platform services;



- d. If Square believes that the user's use of any method of payment is unauthorized, or if the method of payment is declined or the user's payment is blocked or reversed for any reason;
- e. if a user has breached any portion of this terms and conditions;
- f. If Square determines such action is necessary to comply with Terms of Use, any of Square policies, procedures or practices, or any law, rule or regulation; and/or
- g. Breach of any law applicable on the user's account.
- h. Users agree that Square will not be held responsible or liable to users or any other person for such action except as required by law.

XVIII. Fraudulent or Suspicious Activity

1. Customers/ Users are responsible for maintaining the security of their Square account. Should the Customer's account become compromised, resulting in Square services being used on behalf of the customer whether authorized or unauthorized, the Customer is responsible for any charges or fees associated with such usage. If the Customer believes that their account has been compromised, the Customer must immediately report the suspicious activity to Square. Square reserves the right to immediately disable any accounts that appear to have fraudulent activity. At any time, the customer may request that new credentials be issued to the Customer. Should the Customer's account be disabled because of fraudulent activity, prior to Square restoring service, the Customer must provide Square with sufficient information, acceptable to Square in its sole discretion, documenting the steps taken to prevent fraudulent activity from occurring and, if applicable, arrange for settlement of any charges incurred as a result of fraudulent activity.
2. If you suspect that your Square 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 Square (together a "**Security Breach**"), you must notify Square Support as soon as possible by email free of charge at support@Squarein.com and continue to provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we 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.



XIX. Assignment

You may not transfer or assign these Terms or any rights or obligations you have under these Terms without our prior written consent or otherwise and any such attempted assignment shall be void. We reserve the right to freely assign or transfer these Terms and the rights and obligations of these Terms, to any third party at any time without notice or consent. If you object to such transfer or assignment, you may stop using our Services and terminate these Terms by contacting Email/Online Chat and asking us to close your Account.

XX. Communications

1. When you visit the Square Platform or send e-mails to us, you are communicating with us electronically. You consent to receiving communications from us electronically. We will communicate with you by e-mail or by posting notices on this Square Platform. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that in case there are any changes in any information provided by you to us, including your e-mail address and other contact details, you will be solely responsible to update them regularly. If we send any communication by e-mail, it shall be sent to your e-mail address available on the records created by you on the Square Platform and it shall be deemed to have been received by you once it is reflected as sent in the outbox of our e-mail id. You may opt-out of receiving any electronic communications from us at any time by sending us an email at support@Squarein.com
2. You acknowledge that by sending any communication or information to you either through email or the Square Platform, we are not providing you with any 'investment advice'.

XXI. Indemnification

To the maximum extent permitted by Applicable Law, you shall indemnify and hold harmless the Company, its owners, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third-party or penalty imposed due to or arising out of or relating to (a) your use of our Services, (b) your breach of these Terms, or (c) your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third-party.



XXII. Unclaimed Property

1. If Square is holding funds in your Account, and Square is unable to contact you and has no record of your use of the Services for a prolonged period of time, applicable law may require Square to report these funds as unclaimed property to the applicable jurisdiction. Square reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.
2. If you haven't logged into your Account for a prolonged period of time and we are unable to get in touch with you, we may be obligated under law to consider your account abandoned and we might then be required to transfer your account balance in such manner as provided by applicable law.

XXIII. Release and Waiver

1. To the maximum extent permitted by Applicable Law, you hereby release and waive all claims against the Company, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of the Square Platform, its services, content or use of the Digital Assets. You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and you accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish any and all rights and benefits which you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.
2. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

XXIV. Applicable Law

Please note that these Terms, its subject matter and its formation, are governed by the laws of India. The courts of India will have exclusive jurisdiction to deal with any dispute arising out of or in connection with these Terms or any other terms and conditions made applicable on you by us and you consent to the jurisdiction and venue of such courts and waive any objection as to inconvenient forum. In case, you choose to access the Square Platform from any jurisdiction not governed by the laws of India, you are solely responsible for compliance with local laws of that jurisdiction and all applicable laws of such jurisdiction.



XXV. Termination

We reserve the right to refuse to continue providing you with access to the Square Platform if we discover that you are (a) incompetent to contract by virtue of your age or otherwise under these Terms or the Applicable Law and/or (b) in breach of the Terms. The Square Platform is not available to persons whose names are included in any Sanctions Lists or whose membership has been suspended or terminated by us for any reason whatsoever.

XXVI. Refund Policy

Since crypto transactions are irreversible, we do not offer any money-back guarantee for all purchases made on our website and mobile applications. We encourage our customers to try our services out to build comfort instead of needing a refund. If you have any additional questions, feel free to contact us at support@Squarein.com

XXVII. Contact Information

For more information on Square, you may refer to the company and license information found on Square website and its mobile apps. If you have questions regarding these Terms, please feel free to contact Square for clarification via our Customer Support team at support@Squarein.com