

## **1. Terms of Use**

MDX VFA Limited (“**us**”, “**we**”, or “**our**”), a public limited liability company incorporated in Malta on the 13<sup>th</sup> September 2018 with company registration number C88934 and having its registered office at Suite 102, SCM 01, Smart City Malta, Triq Ricasoli, Kalkara SCM 1001, Malta, operates an exchange for assets using cryptographic encryption (hereinafter “**DLT assets**”). Malta Digital Exchange Holdings Ltd operates the <https://maltadx.com> website and provides the Services to you, and to your client, employer or any other person on behalf of whom you are acting (“**You**”).

These Terms of Use outline the terms and conditions which shall apply in relation to your access to use our Services. By visiting our website, using our Services, and/or registering for an account through the website, you agree to these Terms of Use in accordance with this document.

This document takes into consideration the General Data Protection Regulation of the European Parliament and of the Council adopted on the 27<sup>th</sup> April 2016 (“**GDPR**”) which is applicable as of the 25<sup>th</sup> May 2018. We will not use or share your information with anyone except as described in the ‘Privacy Policy’ section hereunder.

For queries or more information on these Terms of Use you are kindly requested to contact us on [info@maltadx.com](mailto:info@maltadx.com)

### **1. General Provisions**

The services to be provided to you consist in providing a platform, through our website, which would enable you to enter into transactions with other users for the exchange of DLT assets and to list for sale any DLT assets on our website (the “**Services**”). We do not establish any exchange rates, provide any guarantee on such exchange rate, or engage in any form of market making. The Services may be provided to natural or legal persons with full legal capacity.

You will be requested to register and create an account with our website to gain full access to the Services we provide. Such account registration is tantamount to acceptance of these Terms of Use.

You acknowledge that these Terms of Use might be modified, changed or supplemented at any time, and you accept the responsibility to ensure to keep updated of such changes by accessing the latest version of these Terms of Use which shall be made available through our website.

### **2. Terms of Services**

We do not provide the Services in relation to DLT assets which fall within the definition of financial instruments under ‘Directive 2014/65/EU of the European Parliament and of the Council of 15<sup>th</sup> May 2014 on markets in financial instruments’ (“**MiFID II**”), or within the definition of electronic money under ‘Directive 2009/110/EC of the European Parliament and of the Council of 16<sup>th</sup> September 2009 on the taking up, pursuit and prudential supervision of the business of electronic money institutions’.

You are kindly requested to ensure technical compatibility between your computer hardware and software with our website and IT systems. You hereby accept full responsibility to ensure such

compatibility. Any update or change in the technical requirements in our IT systems shall not be treated as an amendment to these Terms of Use.

You acknowledge and accept that the prices, values, and exchange rates of transactions may vary depending on your IT infrastructure, including factors such as your internet browser performance, your internet speed, your internet stability and other similar factors.

You are expected to protect your password and log in credentials and shall not disclose them to third parties. You acknowledge and accept that we are not responsible for the loss of access to DLT assets due to a loss of passwords or private keys, due to the unauthorised access by third parties, or for any loss of access to your DLT assets for any other reason.

You acknowledge and accept that we do not guarantee any results from your listing of DLT assets on our website, from exchanging DLT assets on our website, or from any other Service we provide.

We do not have control over transactions between users of our Services or of our website. Therefore, we do not guarantee that a transaction between users will occur or will be concluded. We do guarantee in relation to the legality, state, or quality of such transaction.

You acknowledge and accept that these Terms of Use do not regulate the relationship between you and any other user of our Services. Therefore, we are not responsible for any disputes that arise between you and your counterparty in a transaction. The terms and conditions for such purchase or sale shall be entered into between the users and are not governed by these Terms of Use.

Upon receiving an order from any court or authority having jurisdiction on a decision resulting from any transaction occurring on our website to which you are or were a party, or on a decision against you, we shall retain or transfer to a depository account of such authority or court, any or all your funds or DLT assets. In such case we shall suspend your account with us and any withdrawal request made from your account will be blocked.

You hereby acknowledge and accept that we might suspend or terminate the provision of the Services at any time for as long as we deem necessary for maintaining and reviewing our website or systems. We are committed to limit such suspensions on the basis of necessity and we shall ensure to inform you in advance of such suspensions where possible.

You hereby acknowledge and accept that we might suspend or terminate the provision of the Services to you in accordance with the sections titled 'Prevention of Money Laundering and Combatting Terrorism' and 'Termination' in this document.

We reserve the right to suspend or terminate the provision of the Services to you at any time for as long as we deem fit, in the event you use our website and any of our Services to engage in any of the restricted activities as outlined in the 'Restriction on Use' section below. In such case we shall suspend your account with us and any withdrawal request made from your account will be blocked.

### **3. Restriction on Use**

You hereby declare that you will not use our website and any of our Services to engage in any of the following restricted activities:

- a. Have multiple accounts registered with us on your name;
- b. Violate or attempt to violate any provision laid down in this document;
- c. Violate or attempt to violate any applicable law, or conduct any other activity which may give rise to liability or otherwise harm the reputation of our trademarks;
- d. Restrict or attempt to restrict or inhibit any person from accessing, using, and enjoying our website or any of our Services;
- e. Defraud or attempt to defraud any person or entity through our website or Services;
- f. Submit or post content which is harmful to minors or third parties;
- g. Submit or post information which is false, inaccurate, unlawful, misleading, defamatory, obscene, hateful, discriminatory, or otherwise inappropriate;
- h. Transmit or attempt to transmit viruses, time bombs, malwares, trojan horses, or any other code of destructive nature with the intention to damage or interfere with our data, website or Services;
- i. Engage in spamming, phishing, or distribution of bulk electronic communication or Ponzi schemes;
- j. Misrepresent yourself or your affiliation with any person or entity;
- k. Reverse engineer, decompile, disassemble or otherwise attempt to discover the code or underlying structure or algorithms of the Services; and
- l. Engage in any activities that would otherwise create any liability to us.

#### **4. Warranties**

By using our website and our Services, you hereby represent and warrant that:

- a. You have read and understood these Terms of Use, our Privacy Policy, and any supporting documentation published by us;
- b. You have read, understood and accepted responsibility of the associated risks in relation to using our website, our Services, and in investing in DLT assets;
- c. You have sufficient understanding of the technical and financial issues in relation to the functionality, usage, storage, and transmission mechanisms associated with DLT assets as well as systems based on blockchain and Distributed Ledger Technology;
- d. You have the required legal capacity to use any of our Services;
- e. You are not a citizen, resident or domiciled in a country where our website or our Services are restricted or prohibited;
- f. You have sought tax and legal advice as to entering into transactions through our Services related to DLT assets, and that you understand that we are not responsible or liable for non-compliance with any applicable law from your end;
- g. You are the rightful owner of the DLT assets which you are intending to list on our website and/or to sell using our Services;
- h. You are not prohibited by virtue of any enforceable agreement or applicable law from listing, selling, or buying DLT assets through the use of our website or our Services;
- i. All information provided pursuant hereto and/or herein is accurate and complete in all respects. Such information shall be deemed confidential and shall be maintained and treated as such indefinitely by us unless otherwise permitted or required in terms of these Terms of Use or any applicable law;
- j. Any monies or other sums or assets invested in or which may be invested in or advanced

through our website or through the use of our Services were not and/or shall not be derived from any criminal activity;

- k. You will not distribute any material published by us in relation to the Services we provide, including these Terms of Use, in a country or territory where our Services may be restricted or prohibited;
- l. You are acting solely on your own account and you are not acting as a fiduciary or trustee or on behalf of any third parties without disclosing to us; and
- m. You have never been:
  - i. convicted of any offence, criminal or otherwise – save for any minor traffic or similar offence;
  - ii. subject to any investigation, disciplinary or ancillary proceedings conducted by any government, professional, regulatory or other authority;
  - iii. adjudged bankrupt by any court or tribunal;
  - iv. a director, shareholder, officer or manager of a business entity which has been adjudged bankrupt, compulsorily wound-up or has made any compromise or arrangement with its creditors or has otherwise ceased trading in circumstances where its creditors did not receive or have not yet received full settlement of their claims;
  - v. asked to close a bank account or an officer of a company or other entity which was so asked;
  - vi. ever been a director, shareholder, officer or manager of a business entity which has been the subject of an investigation as aforesaid;
  - vii. ever been a director, shareholder, officer or manager of a business entity which has been adjudged bankrupt, compulsorily wound-up or has made any compromise or arrangement where its creditors or has otherwise ceased trading in circumstances where its creditors did not receive or have not yet received full settlement of their claims.

## **5. Liability**

You acknowledge and accept that we and any of our associate companies shall not be held liable for any indirect, direct, special, incidental or consequential damages of any kind, including but not limited to loss of income, loss of profits, or damages or disruption to your IT systems, arising out of the use of our website or the Services we provide, or arising out of the inability to use our Services or website, or arising out of the transaction entered into with any user of our Services or website.

You agree to indemnify and hold us and our associate companies harmless from any third-party claims, demand, losses, damages, costs, and liabilities.

You acknowledge and accept the assumption of the risks associated with the investment in DLT assets.

The limitations set forth in this section shall not limit or exclude the liability for gross negligence, fraud or misconduct on our part and shall apply to the fullest extent permitted by applicable law.

## **6. Intellectual Property**

You acknowledge and agree that the Services together with any associated software, documentation, applications, and websites, including any modifications and updates made thereto, and all related intellectual property rights are exclusively owned by us.

Our brand name “Malta Digital Exchange”, our logos and trademarks may not be copied, imitated or used without our prior express written consent.

All brand names, logos and trademarks of third-parties which are not owned by us but are displayed on our website or otherwise form part of the Services shall remain owned by that third party and may not be copied, imitated, or used without the prior express written consent of the owner.

## **7. Privacy Policy**

While using our services we may ask you to provide us with certain information which is or may be considered as Personal Data. We are committed to process and store your Personal Data only as long as such storage is required and for legitimate purposes, in accordance with the GDPR.

To ensure your Personal Data is stored and processed in the most secure manner, kept confidential, and is processed in compliance with all applicable law, we have adopted a Privacy Policy which shall be followed through the provision of the Services.

The Privacy Policy is available on our website through the link <https://www.maltadx.com/privacy/>, and forms part of these Terms of Use.

Any use or provision of the Services is tantamount to a declaration that the Privacy Policy has been read, understood and accepted.

## **8. Links to Website**

Our website may contain links to other websites that are not operated by us. If you click on a third-party link, you will be directed to that third party’s website. When connecting to such other websites you will no longer be subject to these terms and conditions and we assume no responsibility on veracity and accuracy of the content in third party websites. We therefore strongly advise you to review the Terms of Use of every website you visit.

We have no control over, and assume no responsibility for, the content, privacy policies or practices of any third-party websites or services.

## **9. Confidentiality**

We ensure utmost confidentiality and do not exchange information that we receive from other users with you. Likewise, we observe similar confidentiality in relation to information you provide us and we will not share such information with other users.

Unless otherwise agreed, we may disclose to third parties that you are or have been receiving the Services or have been making use of our website and such information regarding the matter as is in the public domain.

We will store any Personal Data relating to you in the most secure manner as is practically possible and we shall keep such information confidential in accordance with all applicable law and the Privacy Policy in place.

#### **10. Prevention of Money Laundering and Combating Terrorism**

We reserve the right to conduct certain due diligence procedures on you at any time. Therefore, you shall provide us, within reasonable time, with all the information and shall answer any questions or take actions as may be requested from us for due diligence purposes, including the disclosure of certain personal information relating to you in order to verify the identity or to comply with any applicable law.

You shall ensure that any information provided to us is accurate and authentic and you shall remain responsible to inform us of any changes to the information provided in order for us to always possess accurate and updated information on you.

We reserve the right to suspend or stop providing the Services to you in the event that we discover that you have violated any provision of this section or any provision of any applicable law, or that the source of funds used in transactions occurring on our website are derived from activities which are prohibited as per section 'Restriction on Use' of this document and any applicable legislation.

#### **11. Termination**

You may terminate this agreement at any time by deactivating your account which is registered with us, or whenever we are no longer requested to provide the Services to you.

We reserve the right to unilaterally refuse to provide the Services to you based on any reasonable ground, including but not limited to, failure to provide information we might request from you, and breach of any provision of section in this document. We will do our utmost to give you reasonable notice that we will cease to provide the Services to you.

In the eventuality that our relationship is terminated, you must still pay our charges and disbursements and any other charges that may have been left pending.

#### **12. Miscellaneous**

In these Terms of Use, unless the context otherwise requires, words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporated, and, in each case, vice versa.

The section 'General Principles' in these Terms of Use shall be construed as constituting an integral part of these Terms of Use.

If any of the provisions of these Terms of Use becomes invalid, illegal or unenforceable in any respect

under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Where, however, the provisions of such applicable law may be waived, they are hereby waived hereto to the full extent permitted by law to the end that these Terms of Use shall be deemed to be a valid, binding and enforceable in accordance with its terms.

In the event that any provision of these Terms of Use becomes invalid, illegal or unenforceable that provision shall be substituted or provided for with a new provision which serves the purpose of that invalid, illegal or unenforceable provision to the fullest possible extent and the Parties shall otherwise agree to the amendment or variation of these Terms of Use.

### **13. Jurisdiction**

These Terms of Use shall be governed by and construed in accordance with the Laws of Malta. Any dispute, controversy or claim arising out of or relating to or concerning this document, or the breach, or invalidity thereof, shall be settled by the Courts of Malta exclusively.

### **14. Changes to this Privacy Policy**

We may update these Terms of Use from time to time. We will notify you of any changes by posting the updated Terms of Use on our website. It is therefore in your interest to check the Terms of Use any time you access our website to be familiar with the most updated version of such terms. Changes to this document are effective when they are posted on this page.

### **15. Contact Us**

If you have any questions about these Terms of Use, please contact us on [info@maltadx.com](mailto:info@maltadx.com). Any comments or suggestions you may have, and which may contribute to a better quality of service will be welcome and greatly appreciated.