Disclaimer and Risk Warning

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- 2. Solv 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 Solv services.
- 3. Solv 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 or other types of 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 Solv 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 Solv; and (g) other exemptions mentioned in disclaimers and platform rules issued by Solv.
- 4. To the maximum extent permitted by applicable law, in no event will Solv, 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 Solv services, any performance or non-performance of Solv services, or any other product, service or other item provided by or on behalf of Solv and its affiliates, whether under contract, statute, strict liability or other theory even if Solv 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 Solv's gross negligence, fraud, willful misconduct or intentional violation of law.
- 5. To the maximum extent permitted by applicable law, in no event will the liability of Solv, 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 Solv and its affiliates, any performance or non-performance of Solv 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 Solv under in the [twelve-month] period immediately preceding the event giving rise to the claim for liability.
- 6. You acknowledge and agree that: (1) you are aware of the risks associated with transactions of digital currencies and their derivatives; (2) you shall assume all risks related to the use of Solv services and transactions of digital currencies and their derivatives; and (3) Solv shall not be liable for any such risks or adverse outcomes.

- 7. You represent and warrant that you have not been included in any trade embargoes or economic sanctions list (such as the United Nations security council sanctions list), the list of specially designated nationals maintained by OFAC (the office of foreign assets control of the U.S. department of the treasury), or the denied persons or entity list of the U.S. department of commerce. Solv reserves the right to choose markets and jurisdictions to conduct business, and may restrict or refuse, in its discretion, the provision of Solv services in certain countries or regions.
- 8. You represent and warrant that your funds to be used on the Solv platform or for Solve services come from legitimate sources and do not originate from illegal activities; and you agree that Solv may require you to provide or otherwise collect necessary information and materials as per relevant laws or government orders to verify the legality of the sources and use of you funds.
- 9. No communication or information provided to you by Solv is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you according to your personal investment objectives, financial circumstances and risk tolerance. Any decision to use our products or services is made solely by you.
- 10. Solv is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any trades or other decisions or activities undertaken by you using Solv services. Solv does not monitor whether your use of Solv services is consistent with your financial goals and objectives. It is up to you to assess whether your financial resources are adequate for your financial activity with us, and to your risk appetite in the products and services you use.
- 11. You are solely responsible for determining what taxes you might be liable to, and how they apply, when transacting through the Solv services. It is your sole responsibility to report and pay any taxes that may arise from transacting through the Solv services, and you acknowledge that Solv does not provide legal or tax advice in relation to these transactions.
- 12. Digital asset trading is subject to high market risk and price volatility. Changes in value may be significant and may occur rapidly and without warning. Past performance is not a reliable indicator of future performance. The value of an investment and any returns can go down as well as up, and you may not get back the amount you had invested.
- 13. Digital assets may have limited liquidity which may make it difficult or impossible for you to sell or exit a position when you wish to do so. This may occur at any time, including at times of rapid price movements.
- 14. We do not guarantee that the Solv services will be available at any particular time or that Solv services will not be subject to unplanned service outages or network congestion. It may not be possible for you to buy, sell, store, transfer, send or receive digital assets when you wish to do so.
- 15. It is not possible for Solv to eliminate all security risks. You are responsible for keeping your Solv account password safe, and you may be responsible for all the transactions under your Solv account, whether you authorised them or not. Transactions in digital assets may be irreversible, and losses due to fraudulent or unauthorised transactions may not be recoverable.

- 16. Given the nature of digital assets and their underlying technologies, there are a number of intrinsic risks, including but not limited to:
 - faults, defects, hacks, exploits, errors, protocol failures or unforeseen circumstances occurring in respect of a digital asset or the technologies or economic systems on which the digital asset rely;
 - (2) transactions in digital assets being irreversible. consequently, losses due to fraudulent or accidental transactions may not be recoverable;
 - (3) technological development leading to the obsolescence of a digital asset;
 - (4) delays causing a transactions not be settled on the scheduled delivery date; and
 - (5) attacks on the protocol or technologies on which a digital asset depends, including, but not limited to: (i) distributed denial of service; (ii) sybil attacks; (iii) phishing; (iv) social engineering; (v) hacking; (vi) smurfing; (vii) malware; (viii) double spending; (ix) majority-mining, consensus-based or other mining attacks; (x) misinformation campaigns; (xi) forks; and (xii) spoofing.
- 17. When you communicate with us via electronic communication, you should be aware that electronic communications can fail, can be delayed, may not be secure and/or may not reach the intended destination.
- 18. Changes in laws and regulations may materially affect the value of digital assets. This risk is unpredictable and may vary from market to market.