Terms Of Use

These Terms of Use (“Terms”) govern access to and use of the services (“Services”) provided on the electronic platforms, including the mobile application and/or website, operated under the name **Unitic Exchange** (“Platform”).

The Services are provided and the Platform is operated by Unitic Private Limited, a company incorporated under applicable laws of India (“Company”, “we”, “us”, or “our”). The underlying technology, software, and infrastructure of the Platform may be owned, licensed, or operated by affiliated entities or third-party service providers as applicable.

By clicking “I Agree” to these Terms of Use, or by accessing or using the Services provided by **Unitic Exchange** (“Platform”), you (“User” / “You”) confirm that you have read, understood, and agreed to be bound by these Terms of Use, along with our Privacy Policy, Trading Policy, and KYC–AML Policy (collectively, the “Standard Terms”).

If at any time you do not agree with any part of the Standard Terms, you must immediately cease accessing or using the Services. Unitic Exchange reserves the right to suspend or terminate your access to the Services in such circumstances.

Any additional or product-specific terms (“Specific Terms and Conditions”) shall be deemed to supplement and form an integral part of these Terms of Use. In the event of any inconsistency between these Terms and the Specific Terms, the Specific Terms shall prevail to the extent of such inconsistency.

We reserve the right, at our sole discretion and at any time, to modify, update, add to, or remove any part of the Services or the Standard Terms, with or without prior notice. You are advised to review the Standard Terms and related policies periodically, including prior to registration and before undertaking any transaction on the Platform. Your continued use of the Services following any such changes constitutes your acceptance of the revised Terms. If you do not agree with any modifications, your sole remedy is to discontinue use of the Services.

Unitic Exchange shall not be liable for any loss or damage arising from modifications to the Services or Standard Terms.

In the event of any change in applicable laws, regulations, or governmental or judicial directives in India that renders the dealing, trading, holding, storing, or transacting in cryptocurrencies (including through Indian fiat currency) illegal, prohibited, or invalid, these Terms shall automatically terminate with immediate effect from the date of such change, without any further notice or liability on Unitic Exchange.

You expressly represent and warrant that you are fully aware of the current regulatory and legal status of cryptocurrencies in India, and you understand and accept all associated risks. By using the Services, you acknowledge and agree that cryptocurrency transactions involve significant risk, including but not limited to price volatility, regulatory uncertainty, and potential loss.

You further acknowledge and accept that you may incur partial or total loss of your crypto assets and/or fiat balances, including due to market movements, technical issues, regulatory actions, or seizure by authorities. Assets held in your Crypto Custody Wallet (as defined in the Trading Policy) are subject to these risks, and Unitic Exchange shall not be responsible for any such losses to the fullest extent permitted under applicable law.

Definitions

“Unitic Exchange” or “Platform” / “Online Platform” refers to the Unitic Exchange website, mobile applications, and associated software made available through authorised channels, including all Services and Content offered therein, whether operated directly by Unitic Exchange or through Partner Entities.

“Platform Provider” / “Company” / “We” / “Us” / “Our” refers to Unitic Exchange, being the entity that owns, operates, and provides the Platform and Services, and includes its affiliates, group companies, successors, and permitted assigns.

“Cryptos” / “Crypto Assets” / “Virtual Digital Assets (VDAs)” refers to cryptographically secured digital representations of value or contractual rights that use distributed ledger technology and can be stored, transferred, or traded electronically on the Platform. This includes, without limitation, assets such as Bitcoin, Ethereum, and other digital assets, along with any derivatives thereof (including futures, options, or similar instruments) where made available, and excludes Fiat Currency.

“Partner Entities” refers to third-party service providers, affiliates, group companies, or authorised entities engaged by Unitic Exchange for facilitating Services, including payment processing, custody, compliance, or technology support.

“Party” refers to either the User or Unitic Exchange individually, and “Parties” refers to both the User and Unitic Exchange collectively, as the context requires.

“User” / “You” / “Your” refers to any natural or legal person who accesses or uses the Platform or Services, and shall include such person’s legal heirs, successors, receivers, administrators, and permitted assigns.

“Funds” collectively refers to both Digital Assets and fiat currencies held or transacted through the Online Platforms.

“Sanctions Lists” refers to any national or international lists, including but not limited to those maintained by the United Nations, the U.S. Office of Foreign Assets Control (OFAC), or the Reserve Bank of India (RBI), identifying individuals or entities subject to trade or economic sanctions.

“Services” shall include, in addition to the definitions above:

- facilitation of trading, buying, selling, or dealing in Cryptos/VDAs using Fiat Currency or other Digital Assets;
- enabling deposits, withdrawals, and transfers of Assets;
- custody and wallet services for Digital Assets;
- access to the Platform and its Content; and
- any additional features, products, derivatives, or services introduced by Unitic Exchange from time to time, either directly or through Partner Entities.

Unitic Exchange reserves the right to modify, limit, suspend, or discontinue any part of the Services at its sole discretion.

“Specified Persons” includes Unitic Exchange, its Partner Entities, and their respective directors, officers, employees, agents, contractors, and representatives.

“Unauthorised Activities” includes any unlawful, fraudulent, or prohibited activities, including those linked to investigations by regulatory or law enforcement authorities, or activities not expressly permitted under these Terms or Applicable Laws.

We only act as a service provider and information intermediary of User transactions on third party Crypto platforms. In case of any technical or manual error including but not limited to downtime and/or unavailability of the Services, We will take reasonable steps of correction to restore the Services. If such correction creates a liability on You or You suffer any losses or damages, You will be required to incur that liability, loss or damages. We/ the Platform hereby disclaims liability for any such error or correction thereof, and no recourse may be had by User against Us for any such error or correction.

1. User Protection – Recommended Practices

You acknowledge and agree to adhere to the following recommended practices while using the Services on Unitic Exchange:

1.1 Professional Advice:
You are strongly advised to consult independent professional advisors, including legal, tax, and financial experts, before making any investment or transaction decisions. Unitic Exchange shall not be liable for any losses incurred based on such advice.

1.2 Stay Informed:
You shall remain informed about market trends, technological developments, and regulatory updates, and conduct independent due diligence before dealing in any Digital Assets or availing the Services.

1.3 Diversification:
You are encouraged to diversify your investments to mitigate risks associated with volatility in Digital Assets.

1.4 Understanding Leverage:
Where applicable, you should exercise caution while using leverage, as it may amplify both profits and losses.

1.5 Use Secure Networks:
You must access the Platform only through secure and private networks. Unitic Exchange shall not be responsible for any loss arising from unauthorised access due to insecure networks.

1.6 Account Security:
You are solely responsible for maintaining the confidentiality and security of your account credentials, including passwords and authentication methods. You must not share your login credentials or sensitive financial information with any third party.

1.7 Vigilance Against Fraud:
You should remain alert to phishing attempts and fraudulent activities and report any suspicious activity to Unitic Exchange immediately.

1.8 Prevention of Misuse (Money Mule Activities):
You shall not permit your account or wallets to be used by third parties for transferring or receiving funds or Digital Assets, especially in exchange for incentives. Such actions may expose you to legal liability.

1.9 Personal Data Protection:
You must take all necessary precautions to safeguard your personal and financial information.

1.10 Personal Risk Assessment:
You should periodically assess your financial position, risk tolerance, and investment strategy before engaging in transactions.

1.11 Verification of Inputs:
You are responsible for verifying all transaction details before execution. Unitic Exchange shall not be liable for losses arising from incorrect or unintended inputs.

2. Eligibility

To access and use the Services or create a User Account on Unitic Exchange, you represent and warrant that:

- you are at least 18 years of age and competent to enter into a legally binding contract under Indian law;
- you possess full legal capacity and authority to agree to these Terms;
- you have not been previously suspended or prohibited from using the Services or any similar platform;
- you are a citizen of India in accordance with the Citizenship Act, 1955; and

If you do not meet the Eligibility Criteria, you must not register or use the Services. You shall not impersonate any person or misrepresent your identity.

2.2 Jurisdictional Restrictions

The Services are intended only for individuals residing in India. If you are located outside India or in a restricted jurisdiction, you shall not access or use the Platform.

2.3 Sanctions and Prohibited Persons

By using the Services, you represent that you are not listed on any sanctions or restricted lists, including those issued by the United Nations, Government of India, or other regulatory authorities. Unitic Exchange reserves the right to restrict access to users from certain jurisdictions or categories at its sole discretion.

2.4 Right to Restrict or Terminate Access

If any breach of these Terms or Applicable Laws is identified, Unitic Exchange may immediately suspend or terminate your access to the Services without prior notice. You shall be solely responsible for compliance with all applicable laws.

2.5 Single Account Requirement

You agree to operate and maintain only one User Account with Unitic Exchange. Multiple accounts may lead to suspension or termination.

2.6 User Information and KYC

To access the Services, you may be required to provide personal, financial, and KYC-related information at the time of registration or thereafter. You represent and warrant that:

- all information provided is accurate, complete, and up to date; and
- you shall promptly update such information as required.

2.7 Account Closure and Data Retention

You may request closure of your User Account at any time in accordance with prescribed procedures. However, Unitic Exchange may retain your information as required under Applicable Laws or for regulatory and compliance purposes.

2.8 Account Security and Responsibility

You are responsible for maintaining the security of your account, devices, and credentials. All activities carried out through your account shall be deemed to be authorised by you. You must immediately notify Unitic Exchange of any unauthorised use or security breach.

2.9 Binding Nature of Transactions

All instructions, transactions, or communications made through your account shall be deemed valid and binding. Records maintained by Unitic Exchange or its service providers shall serve as conclusive evidence of such activities.

2.10 Promotions and Incentives

Unitic Exchange may, at its sole discretion, offer promotional credits, rewards, or incentives to users, subject to applicable terms. Such benefits may be modified or withdrawn at any time without prior notice or liability.

3. CONDITIONS FOR SERVICES

3.1 Access and Availability of Services

Unitic Exchange reserves the right, at its sole and absolute discretion, to modify, suspend, limit, or discontinue any part of the Services at any time, including for specific Users, regions, or asset classes, without prior notice. Such actions may be based on internal risk assessments, operational requirements, regulatory obligations, or security considerations.

3.2 User Discretion and Risk

You acknowledge that all decisions to access the Platform, avail the Services, or undertake any transaction are made voluntarily and at your sole risk. Unitic Exchange does not provide investment advice or recommend any transactions.

3.3 Controls and Limits

Unitic Exchange may impose limits on trading, deposits, withdrawals, positions, or access to specific features. We may also apply surveillance, risk controls, or filters to reject or restrict transactions that do not comply with internal policies or Applicable Laws.

3.4 Listing and Delisting of Assets

Unitic Exchange has exclusive authority to determine which Digital Assets are supported on the Platform. We may list or delist assets at any time. In the event of delisting, we may liquidate such assets held in your account and credit the equivalent value in a form determined by us.

3.5 Orders and Execution

All orders, once executed, are final, binding, and irreversible. Certain orders may be partially executed, and unexecuted portions may be cancelled at our discretion. You authorise Unitic Exchange to take necessary actions to complete or settle transactions on your behalf.

3.6 Account Responsibility

All instructions, orders, and activities carried out through your User Account shall be deemed to have been authorised by you. You are solely responsible for any consequences arising from the use or misuse of your account.

3.7 Delays and Market Conditions

Execution of transactions may be subject to delays due to technical issues, system latency, market volatility, or availability of counterparties. Unitic Exchange shall not be liable for any losses, damages, or missed opportunities arising from such delays or price fluctuations.

3.8 Order Confirmation

An order shall be deemed valid only upon confirmation by Unitic Exchange. You should not assume execution, cancellation, or modification unless explicitly confirmed. Orders may lapse if not processed due to insufficient balance, system issues, or regulatory restrictions.

3.9 Set-Off and Withholding Rights

Unitic Exchange reserves the right to withhold, adjust, or set off any balances or Assets in your account to recover any dues, fees, penalties, or liabilities owed by you.

3.10 Compliance and Legal Restrictions

We may refuse, suspend, or cancel any transaction if we believe, in good faith, that such action may violate Applicable Laws, regulatory requirements, internal policies, or affect system integrity or other Users.

3.11 Erroneous Transfers

In the event that any Assets are incorrectly credited to your account due to error, system issues, or otherwise, you are obligated to notify us and return such Assets immediately. Unitic Exchange reserves the right to reverse such transactions.

3.12 Promotions and Airdrops

Any promotions, rewards, or airdrops are offered at the sole discretion of Unitic Exchange and may be modified, withdrawn, or made subject to additional conditions without prior notice.

3.13 Redenomination Events

In case of redenomination, forks, or structural changes in Digital Assets, Unitic Exchange may update, replace, or remove such assets from your account. We shall not be responsible for any outcomes resulting from such events.

4. INFORMATION ON THE PLATFORM

All Content available on the Platform is provided for general informational and educational purposes only and should not be construed as investment, financial, legal, or tax advice.

You acknowledge that:

- You are solely responsible for evaluating the suitability of any transaction or investment based on your financial circumstances and risk tolerance.
- Unitic Exchange does not guarantee the accuracy, completeness, or timeliness of any information on the Platform.
- The Platform may contain typographical errors, inaccuracies, or omissions, which may be corrected at any time without prior notice.

The Platform may display advertisements, promotional content, surveys, or other materials. By using the Platform, you consent to such displays.

You are solely responsible for any Content you upload, publish, or transmit on the Platform. By doing so, you grant Unitic Exchange a non-exclusive, royalty-free, worldwide license to use, reproduce, and display such Content without compensation.

You agree to maintain the confidentiality of any non-public information obtained through the Platform, including communications, technical data, or information relating to other users.

5. THIRD-PARTY SERVICES AND RESOURCES

Unitic Exchange may integrate or provide access to third-party services, platforms, or resources (“Third-Party Services”) to facilitate the Services.

You acknowledge and agree that:

- Unitic Exchange does not control, endorse, or guarantee the availability, accuracy, or reliability of Third-Party Services.
- Your use of such services is at your own risk.
- Any agreements, transactions, or interactions with Third-Party Services are solely between you and the respective third party.
- Unitic Exchange shall not be liable for any loss, damage, or dispute arising from your use of Third-Party Services.

You further agree to comply with all applicable terms and conditions of such Third-Party Services and waive any claims against Unitic Exchange in connection with disputes arising from such services.

6. Prohibited Activities

6.1 General Prohibition

Unitic Exchange maintains a strict zero-tolerance policy towards any illegal, unlawful, fraudulent, or abusive use of its platform and services (“Services”).

Users shall use the Services strictly in accordance with applicable laws and these Terms. Any violation may result in immediate restriction, suspension, or termination of access to the Services, and may include freezing or confiscation of assets held within the User's account.

Unitic Exchange reserves the right to report any suspicious or unlawful activity to relevant law enforcement or regulatory authorities without prior notice to the User.

6.2 Prohibited Conduct

In connection with the use of the Services, Users agree that they shall not, directly or indirectly:

6.2.1 Violation of Laws and Terms

- Violate any applicable law, regulation, or legal requirement
- Breach these Terms or assist others in doing so

6.2.2 Fraud and Misrepresentation

- Engage in fraud or deceptive practices
- Provide false, inaccurate, or misleading information, including KYC details
- Impersonate any person or entity or misrepresent affiliation

6.2.3 Unauthorized Use of Accounts and Funds

- Access or attempt to access another User's account
- Use bank accounts, payment instruments, or digital wallets not owned or authorized by the User
- Use the Services on behalf of any third party without prior authorization

6.2.4 Illegal Financial Activities

- Engage in or facilitate money laundering, terrorist financing, or illegal trade
- Use funds derived from unlawful or suspicious sources
- Conduct transactions involving proceeds of crime

6.2.5 Market Manipulation and Unfair Practices

- Participate in market manipulation, including but not limited to:
    - Pump and dump schemes
    - Insider trading
    - Wash trading
    - Spoofing or layering
- Engage in any unfair trade practices

6.2.6 Platform Abuse and Exploitation

- Exploit any technical glitch, malfunction, or vulnerability
- Interfere with or disrupt the integrity or performance of the Services
- Attempt to gain unauthorized access to systems, servers, or networks

6.2.7 Unauthorized Technology Use

- Use bots, scrapers, automated tools, or scripts without prior written permission
- Reverse engineer, decompile, disassemble, or attempt to extract source code
- Develop or use tools that may compromise platform security

6.2.8 Security Violations

- Upload or transmit viruses, malware, or any harmful code
- Attempt to bypass or circumvent security measures
- Interfere with system operations or data integrity

6.2.9 Content Violations

- Upload, publish, or transmit content that:
    - Is illegal, obscene, defamatory, or harmful
    - Violates intellectual property or privacy rights
    - Is misleading, false, or intended to deceive
    - Promotes unlawful activities

6.2.10 Misuse of Services

- Use the Services for commercial purposes, resale, or acting as an intermediary without authorization
- Build competing products or services using the platform
- Engage in conduct harmful to Unitic Exchange, its users, or the public

6.2.11 Privacy and Data Misuse

- Collect, store, or misuse personal data of other Users
- Attempt to trace or exploit another User's information

6.3 Enforcement and Actions

Unitic Exchange reserves the right, at its sole discretion, to take appropriate action against any User who violates this policy or is suspected of engaging in prohibited activities, including but not limited to:

- Suspension or termination of account access
- Freezing, withholding, or confiscation of funds
- Cancellation of transactions
- Reporting to law enforcement or regulatory authorities

Such actions may be taken without prior notice.

6.4 Monitoring and Compliance

Unitic Exchange may monitor transactions and activities on the platform to ensure compliance with applicable laws and internal policies.

Users agree to cooperate with any investigation and provide requested information, including identity verification and transaction details.

Failure to cooperate may result in suspension or termination of Services.

6.5 Permitted Use

Users shall use the platform solely for lawful purposes and only for availing the Services offered by Unitic Exchange. Any use beyond permitted purposes is strictly prohibited.

8. User Registration and Account

To access and use the Services of Unitic Exchange, you are required to create a User Account and complete applicable identity verification and KYC procedures as mandated under relevant laws and internal policies. You agree to provide accurate, complete, and up-to-date information at all times, and acknowledge that Unitic Exchange may request additional documentation or verification, either directly or through authorized third-party providers, to ensure compliance with legal and regulatory requirements.

You confirm that you are the sole and lawful owner of your account and shall not share, transfer, or permit any third party to access or operate it. You are solely responsible for maintaining the confidentiality and security of your login credentials and for all activities conducted through your account. Unitic Exchange may require enhanced security measures, including two-factor authentication, and shall not be liable for any loss arising from unauthorized access resulting from your failure to safeguard account information.

Where applicable, you may be required to link a bank account in your own name for fiat transactions, and you agree not to use third-party financial accounts. You must ensure that all personal and financial details provided remain accurate and updated, and Unitic Exchange shall not be responsible for any consequences arising from incorrect or outdated information.

Unitic Exchange reserves the right to monitor account activity and, at its discretion, restrict, suspend, or terminate accounts in case of non-compliance with these Terms, legal requirements, or internal risk policies. Accounts that remain inactive for a prolonged period may be classified as dormant and handled in accordance with applicable laws, including the application of fees or treatment as unclaimed assets where required.

You represent and warrant that you are legally eligible to enter into a binding agreement, are not prohibited by any applicable law or sanctions, and are using the Services on your own behalf with lawfully owned funds. You further undertake to comply with all applicable laws and these Terms at all times, and acknowledge that Unitic Exchange may take necessary actions, including freezing or closing accounts, to comply with legal or regulatory obligations without incurring liability.

9. Fees and Taxes

By availing the Services of Unitic Exchange, you agree to pay all applicable fees, charges, commissions, and costs associated with your use of the Platform, as may be displayed on the Platform or otherwise communicated to you from time to time. Such fees may include, but are not limited to, trading fees, transaction fees, withdrawal fees, deposit charges, network fees, and fees charged by third-party service providers. Unitic Exchange reserves the right to revise, modify, or update its fee structure at any time, and such changes shall become effective immediately upon being published on the Platform.

You acknowledge that certain transactions, including deposits, withdrawals, or payments made through banks or payment gateways, may be subject to additional charges imposed by your bank, payment service provider, or intermediary, and Unitic Exchange shall not be responsible for such charges or any issues arising in connection with such services. All payments made to Unitic Exchange shall be in accordance with applicable laws, and you shall be solely responsible for ensuring compliance with any legal or regulatory requirements relating to such payments.

All fees quoted on the Platform are exclusive of applicable taxes unless otherwise specified. You agree to bear all applicable taxes, including but not limited to Goods and Services Tax (GST), duties, or any other statutory levies that may be imposed under applicable law from time to time. Unitic Exchange reserves the right to levy and collect such taxes in addition to the fees, and to revise the same in the event of any change in law or regulatory requirements.

You acknowledge and agree that you are solely responsible for determining, reporting, and fulfilling all tax liabilities arising from your use of the Services, including the holding, transfer, or trading of digital assets. Unitic Exchange does not provide tax advice and shall not be responsible for determining the applicability of taxes to your transactions or for reporting or remitting such taxes on your behalf, except where required under applicable law.

Where required by law, including under the Income-tax Act, 1961 or any applicable regulatory framework, Unitic Exchange may deduct or withhold taxes, including tax deducted at source (TDS), on transactions carried out on the Platform. In such cases, you shall be responsible for claiming any applicable credits, refunds, or exemptions from the relevant tax authorities. Where you are required to deduct or withhold any taxes, you agree to provide Unitic Exchange with appropriate documentation evidencing such deduction and deposit.

Unitic Exchange may act as an intermediary or facilitator for certain transactions executed on the Platform. To execute user instructions efficiently, Unitic Exchange may place corresponding orders with third-party exchanges, liquidity providers, or service partners. You acknowledge that such transactions may involve multiple legs, execution layers, or third-party interactions, and applicable fees, spreads, or charges may be included in the final transaction value communicated to you prior to execution.

You further acknowledge that Unitic Exchange may provide transaction confirmations, statements, or contract notes detailing executed trades, including pricing, fees, and applicable taxes. You agree to review such records promptly and notify Unitic Exchange of any discrepancies within a reasonable period, failing which such records shall be deemed accurate and binding.

You agree that any external services used by you to access the Platform, including internet services, telecom providers, or device-related services, may levy separate charges, and you shall be solely responsible for bearing such costs.

10. Risks and Disclaimers

The use of Unitic Exchange Services involves significant risks. By accessing or using the Services, you acknowledge and agree that cryptocurrencies and digital assets are not recognized as legal tender in India and operate in a largely unregulated or evolving regulatory environment. The Reserve Bank of India and the Government of India have issued advisories cautioning users about risks associated with such assets, and you agree to use the Services entirely at your own risk and discretion, with full awareness of the absence of guaranteed regulatory protection or recourse. You acknowledge that transactions involving digital assets are generally irreversible in nature and, once initiated, cannot be cancelled, modified, or reversed, and Unitic Exchange shall not be liable for any loss arising from erroneous, unintended, or unauthorized transactions initiated by you.

You understand that the value of cryptocurrencies and digital assets is highly volatile and may fluctuate significantly due to market conditions, liquidity, demand and supply dynamics, regulatory developments, and other external factors, and you may incur partial or complete loss of funds. You further acknowledge that such assets are not backed by any government, including the Government of India, and are not classified as legal tender or regulated financial instruments, and that the legal and regulatory framework governing them remains uncertain and

subject to change, which may adversely impact the availability, legality, or value of such assets and the Services.

You acknowledge that cryptocurrencies operate on decentralized blockchain networks that may be subject to technical risks including network congestion, system failures, forks, protocol changes, or loss of confidence in the underlying technology, and that digital assets and platforms may be vulnerable to cyber-attacks, hacking, phishing, malware, or other malicious activities. While Unitic Exchange implements reasonable security measures, it does not guarantee absolute protection and shall not be liable for any unauthorized access, loss, or damage arising from such incidents.

You agree that it is your sole responsibility to assess whether your financial condition, risk tolerance, knowledge, and experience are suitable for engaging in digital asset transactions, and that you shall not rely on any expectation of guaranteed returns, profits, or performance. Unitic Exchange does not provide financial, investment, legal, or tax advice, and any information provided through the Services is for informational purposes only. You acknowledge that there may be additional risks that are not presently known or foreseeable, and you assume full responsibility for all such risks.

All Services, information, and content provided by Unitic Exchange are offered on an “as-is” and “as-available” basis without any warranties or guarantees of any kind, and Unitic Exchange does not guarantee uninterrupted, error-free, or secure operation of the Services. To the fullest extent permitted by law, Unitic Exchange and its affiliates shall not be liable for any direct or indirect losses, including loss of assets, profits, data, or revenue arising from the use or inability to use the Services, including due to system failures, delays, inaccuracies, or service interruptions. Unitic Exchange shall also not be responsible for the actions or failures of third-party service providers, blockchain networks, or external platforms, or for events beyond its reasonable control.

You acknowledge that laws and regulations relating to digital assets may change at any time and may restrict or prohibit the use of the Services, and Unitic Exchange shall not be liable for any resulting consequences, including loss of access to your account or assets. You further acknowledge that Unitic Exchange acts solely as a facilitator or intermediary for executing user instructions and does not function as a bank or custodian guaranteeing asset value, and by using the Services, you authorize Unitic Exchange to act as your limited agent for such purposes. By continuing to access or use the Services, you confirm that you have read, understood, and accepted all risks and disclaimers set forth herein and that you are solely responsible for your decisions and actions.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. Unless otherwise specified, all Content on the Online Platform is validly owned, or licensed to the Company and are protected under the applicable copyright, trademark, design, and other

applicable laws. All logos, trademarks, service marks and logos of the Company and others used on the Online Platforms, displayed on the website, (“Trademarks”) are validly owned, or licensed to the Company and their respective owners. You may not copy, imitate or use them without our prior written consent.

11.2. The Online Platforms may at places include third party intellectual property including the software used for creating or distributing Digital Assets. The Company is operating these services, properties, by way of valid and effective contractual arrangements, which are binding on the Company, and by extension you, are bound by such restrictions. You are permitted to only use such limited license rights to use, access, download the Online Platforms and Services, for your personal and non-commercial use only. Any commercial use will require a license to be negotiated with the Company.

12. Limitation of Liability

You expressly acknowledge and agree that your use of the Services and the Platform is entirely at your own risk, and that all Services are provided on an “as-is” and “as-available” basis without any warranties of any kind, whether express or implied, including but not limited to merchantability, fitness for a particular purpose, title, non-infringement, accuracy, or reliability. Unitic Exchange does not guarantee that the Services will be uninterrupted, secure, error-free, or that any information or data provided through the Platform will be accurate or complete.

To the fullest extent permitted under applicable law, Unitic Exchange, including its affiliates, directors, officers, employees, agents, and partners, shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, goodwill, or digital assets, arising out of or in connection with your use of or inability to use the Services, even if advised of the possibility of such damages. Unitic Exchange shall also not be liable for any loss resulting from delays, system failures, inaccuracies, interruptions, unauthorized access, or actions of third-party service providers.

In circumstances where liability cannot be lawfully excluded, Unitic Exchange’s liability shall be limited, at its sole discretion, to re-supplying the Services or paying the reasonable cost of having the Services supplied again. Without prejudice to the foregoing, the total aggregate liability of Unitic Exchange for any claims arising out of or relating to the Services shall not exceed the total fees paid by you to Unitic Exchange during the six (6) months immediately preceding the event giving rise to such claim.

Notwithstanding anything to the contrary, Unitic Exchange shall not be obligated to take any action or make any payment if it reasonably believes that doing so would result in a violation of any applicable law, regulation, or governmental directive, and it shall not be liable for any losses arising from such actions taken in good faith.

13. Indemnification

You agree to indemnify, defend, and hold harmless Unitic Exchange, its affiliates, subsidiaries, and their respective directors, officers, employees, agents, contractors, and representatives from and against any and all claims, demands, actions, proceedings, losses, liabilities, damages, costs, and expenses, including reasonable legal fees, arising out of or in connection with your use or misuse of the Services, your breach of these Terms, your violation of any applicable laws or regulations, or your infringement of any rights of any third party, including intellectual property or proprietary rights.

This indemnification obligation shall apply to any claims brought by third parties as well as any regulatory or governmental actions and shall survive the suspension or termination of your account and your continued use of the Services.

14. Release and Waiver

To the fullest extent permitted under applicable law, you hereby irrevocably and unconditionally release, discharge, and waive any and all claims, demands, actions, liabilities, damages (including direct, indirect, incidental, consequential, or punitive), costs, and expenses (including reasonable legal and attorney's fees) against Unitic Exchange, its affiliates, subsidiaries, directors, officers, employees, agents, licensors, partners, and service providers, arising out of or in connection with your access to or use of the Platform, Services, content, or digital assets. This release includes, without limitation, any claims arising from errors, omissions, inaccuracies, delays, service interruptions, unauthorized access, loss of data or digital assets, system failures, or any acts or omissions of Unitic Exchange or third-party service providers. You further expressly waive any rights or protections, whether statutory or otherwise, that may limit the scope or effect of this release.

Unitic Exchange's failure or delay in exercising any right, power, or remedy under these Terms shall not constitute a waiver of such right, power, or remedy, nor shall any partial exercise preclude any further exercise of the same or any other right. No waiver of any provision shall be deemed effective unless expressly made in writing, and any such waiver shall not be construed as a continuing waiver of that or any other provision. You agree that your obligations under these Terms shall remain in full force and effect notwithstanding any delay or omission by Unitic Exchange in enforcing its rights.

15. Suspension, Termination, and Cancellation

Unitic Exchange reserves the right, at its sole discretion, to suspend, restrict, block, cancel, or reverse any transaction and/or your access to the Platform and Services at any time, with or without prior notice, if it reasonably determines that you have breached these Terms, violated applicable laws, or engaged in suspicious, fraudulent, or unauthorized activities. Such actions may also be taken in response to legal or regulatory requirements, directions from law enforcement or government authorities, technical or operational concerns, security risks, or force majeure events. You acknowledge that in such circumstances, your access to funds,

digital assets, or account features may be limited, restricted, or suspended, and Unitic Exchange shall not be liable for any resulting loss or inconvenience.

You may request termination of your account at any time, subject to the completion of all pending transactions, settlement of all outstanding dues, and withdrawal or disposition of any remaining fiat or digital assets held in your account. Unitic Exchange shall not be responsible for any losses arising from your failure to complete such actions prior to account closure.

Upon suspension or termination of your account, Unitic Exchange may freeze or restrict access to any balances, digital assets, or services associated with your account for such period as may be required to complete investigations, comply with legal or regulatory obligations, or enforce these Terms. In cases involving suspected fraud, violation of law, or material breach of these Terms, Unitic Exchange reserves the right to retain, freeze, or transfer such assets to relevant authorities, as required under applicable law.

Unitic Exchange may also suspend, modify, or discontinue any part of the Services, including account access or specific features, at any time for business, operational, legal, or security reasons, without liability. Where required, Unitic Exchange may retain user data and transaction records in accordance with its legal and regulatory obligations, including for audit, compliance, and dispute resolution purposes.

Upon termination, your right to access and use the Services shall cease immediately. Subject to applicable law and internal policies, you may be permitted to withdraw any remaining eligible assets within a reasonable timeframe. Unitic Exchange reserves the right to share relevant account information with affiliates, partners, or authorities where necessary to enforce these Terms, ensure platform security, or comply with legal obligations.

16. CONTACT US

If you have any questions, concerns, or queries relating to these Terms, your rights and obligations, or your use of the Platform and Services of Unitic Exchange, you may contact our support team. Unitic Exchange is committed to addressing user concerns in a timely and effective manner in accordance with applicable laws and internal policies.

Email: supports@uniticexchange.com

For general inquiries, feedback, or complaints regarding the Services, you may also reach out to us at supports@uniticexchange.com. We will make reasonable efforts to acknowledge and resolve your concerns within a commercially reasonable timeframe.