



## LGBANK TERMS OF USE

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### 1. OBJECTIVE:

By this instrument, Góes International Corp, a legal entity governed by private law, headquartered in the British Virgin Islands (BVI COMPANY NUMBER 2066424), with representation in the Federative Republic of Brazil, registered in CNPJ 36.948.490/0001-08, which is hereafter to be called, for the purposes of this formulation, simply by "LGBANK", which presents the conditions of use of its digital platforms (which include but are not limited to the "Customer Portal", and the "Applications") that allow consultations and the improvement of various contracts, all remotely and not exclusively with its clients, former clients and other interested parties (all of these being treated only by "Users").

These Terms and Conditions of Use of Digital Platforms (which are hereinafter referred to, for the purposes of this formulation, simply as "TERMS OF USE") consolidate the CUSTOMER's commitment of good faith with LGBANK, the duties and precautions with security, which must be observed, in addition to establishing the responsibilities of the parties, and must be interpreted in conjunction with the other specific terms and contracts.

This contract is between you (referred to here as "you" or with "your") and LGBank. By accessing, using or clicking "I Agree" with any of the services provided by LG Bank or one of its affiliates through the website (<https://lgbank.io>), API, our mobile apps or any other related services provided by LGBank or its affiliates, as described in more detail in the Section 4 below (collectively, the "Services"), you agree that you have read, understood and accepted all terms and conditions contained in this Terms of Use agreement (or these "Terms"), as well as our Privacy Policy, found at <https://lgbank.io>. In / privacy / addition, when using certain features of the Services, you may be subject to additional terms and conditions applicable to those features.

### 2. ACCEPTANCE:

As a fundamental condition for accessing and using the features of the Customer Portal and Applications, the User declares that they have read these Terms and Conditions completely and carefully, being fully aware that when submitting a contract proposal, accessing the features of the Customer Portal and other institution's platforms, freely, their express agreement with all the terms stipulated herein.

When creating your account to access the restricted content, without prejudice to the acceptance of the previous item, the User will express their agreement, with all its content, by printing their digital signature affixed to the combination of username and password in the Customer Portal, being reckless any allegation of repudiation, under the terms of article 10, second paragraph of Provisional Measure 2200-2 of 2001.

IF YOU DO NOT AGREE WITH THE ENTIRE TERMS OF USE, WE RESPECTFULLY REQUEST YOU DISCONTINUE YOUR ACCESS TO THE CUSTOMER PORTAL AND OTHER DIGITAL PLATFORMS OF THE INSTITUTION, AND DO NOT PROVIDE YOUR PERSONAL DATA OR CONTRACT ANY SERVICE OR PRODUCT.

The User, under penalty of Law, declares and guarantees for all legal purposes that:

- As a natural person, you are 18 (eighteen) years or older;
- You are freely and spontaneously accepting and concluding the terms and contracts without any pressure or interference from anyone;



- You have full civil capacity, legitimacy, authorisations and authority to accept and conclude the terms and contracts presented;
- You will comply with all terms and contracts with all the obligations assumed herein, and there is no legal or contractual impediment to the actions provided herein;
- The acceptance of the terms and contracts presented, as well as the execution and practice of the acts and obligations provided for therein, do not violate any law, rule, decision or administrative or judicial order, or arbitration award applicable to which they are bound, nor any of your contractual obligations to third parties;
- Did not have had your use previously suspended or canceled by LGBANK; and
- Do not currently have an account to access LGBANK's restricted area.

The User declares for themselves, and, as a legal entity, additionally declares by their representatives and employees, directly or indirectly, not to be a politically exposed person. Politically exposed persons are public agents who perform or have performed, in the last 5 (five) years, in Brazil or foreign countries, territories and dependencies, positions, jobs or relevant public functions, as well as their representatives, family members and other people of your close relationship.

The User declares for themselves, and, as a legal entity, additionally declares for their representatives and employees, directly and indirectly, that they don't appear:

- on any trade or international sanctions list, including, but not limited to, the lists of persons and entities subject to financial or commercial sanctions imposed by the United Nations Security Council resolution or European Union regulation; and
- on the list by the OFAC (Office of Foreign Assets Control).

The User declares to be aware of and undertakes, directly and indirectly, to observe and strictly comply with all applicable laws against bribery, corruption and money laundering, including, but not limited to, the current Brazilian anti-corruption legislation, Law No 12,846 of August 1, 2013, current Brazilian legislation on the crimes of money laundering, Law No. 9,613 of March 3, 1998, and other laws that have been approved and that regulate these same matters.

The User shall not declare or present themselves as having any role other than the one stipulated in these TERMS AND CONDITIONS, as well as the other terms and contracts accepted with LGBANK, thus observing the activities described in the terms and in the contracts.

The User will be solely responsible for the payment of all expenses, taxes and charges that are or may be incurred as a result of this, as established in the legislation in force.

### **3. CUSTOMER PLATFORM, APPLICATIONS AND OTHER DIGITAL PLATFORMS:**

LGBANK provides Customer Portal, Applications and other digital platforms services, as it is available for your use, subject to constant improvements and modifications at your convenience, using its best efforts to: Keep the services in intangible immaterial assets for as long as possible. However, it has no obligation of performance, stability, continuity or any kind of duty to permanently perpetuate this service. Damages



caused to Users resulting from unavailability, even if partial, shall be borne by Users and shall not oblige LGBANK to any type of indemnity or reimbursement.

Some features are only available in a certain time frame, depending on the dynamics of legal relations, the market and possible impositions by regulatory bodies. Always check these times so that you don't suffer losses.

The Customer Portal, Applications and other digital platforms should not be considered a foolproof solution. In this way, Users must verify that the desired negotiation was carried out successfully and, if not, look for LGBANK to carry them out, in case of failures or unavailability in the systems.

The User may use the Customer Portal platform, the Applications and other digital platforms made available, however, are not admitted:

- Act in bad faith or outside the purposes defined in these TERMS OF USE and other terms and contracts;
- Submit false, untrue information, or content that is against the law;
- Submit malicious software to the Customer Portal or handling technological features in order to cause damage to other Users, to LGBANK itself or to third parties;
- Use techniques to mask, hide, alter or falsify the IP (Internet Protocol) address during access or attempt to do so or, in general, interfere with the regular functioning of access between the User's device and the Customer Portal, Applications and other digital platforms servers, or exploit their possible vulnerabilities; and
- Violate LGBANK's copyright, trademark, patent and other intangible immaterial assets.

#### **4. ACCESS TO RESTRICTED CONTENT:**

The Customer Portal and Applications have open content and restricted content area. To have access to the restricted content, the User must register by providing some personal information to create a login and password.

The User assumes total and unrestricted responsibility for the creation and maintenance of a password, electronic signature or any other "strong identification" mechanism. The use of this strong identification will make it difficult for computer specialists (hackers) to guess or break it by brute force mechanism or social engineering practice.

Strong identification is considered for all purposes to be the one that, among other possible characteristics, meets the requirements listed below:

- Do not have letters or numbers in sequence, for example "abcd" or "1234";
- Do not have repeated letters or numbers, for example "1112" or "aabaa";
- Not be composed of date of birth of the User or close relatives;
- Not be a commemorative date; and
- Be different from the last 6 passwords.

The User is prohibited from disclosing and/or sharing their username, password, electronic signature or any



other strong identification mechanism with any third parties. It is individual data, for exclusive use, confidential and non-transferable.

The User will be primarily responsible in case of disclosure of username, password, electronic signature or any other strong identification mechanism. All acts performed under their digital identity will be considered legitimate and accepted by LGBANK until the User expressly communicates to LGBANK the hypothesis of fraud.

Other additional security mechanisms, such as verification code cards, tokens, passphrases or any other form of proof of identity provided by LGBANK, must be treated in the same way, and must not be shared with anyone, nor loaned or disclosed the data expressed, in its entirety or in parts.

The User has the duty to immediately notify LGBANK in the event of the slightest suspicion of password breach, or any other security or authentication component. The delay will characterize dishonesty and may compel the User to bear any damages that may result from the security breach.

### 5. ELIGIBILITY

By registering to use an LGBank account, you represent and warrant that:

- a) you are at least 18 years of age or older to enter into a binding contract in accordance with the applicable law;
- b) you are an individual, legal entity or other organization with full capacity and legal authority to enter into these Terms;
- c) you do not currently have a LGBank Account; and
- d) if you are entering into these Terms on behalf of a legal entity of which you are an employee or agent, you represent and warrant that you have all rights and authority necessary to bind such legal entity.

#### 6. LGBank account registration and requirements

##### a. Registration

All users of the Services (each, a "User") must register with (Registration Page) to obtain an LGBank account (an "Account") before using the Services. To register for an account, you must provide your real name, email address and password, in addition to accepting the Terms of Use, Privacy Policy and Consent Form. LGBank may, in its sole discretion, refuse to open an account for you. You agree to provide complete and accurate information when opening an account and to promptly update all information provided to LGBank so that such information is complete and accurate at all times. Each registration is for a single user and each user (including any user who is a company or legal entity) can maintain only one active account at LGBank.

##### b. User's identity verification

By registering an LGBank account you agree to share the requested personal information for identity





verification purposes. This information is used specifically for the detection of money laundering, terrorist financing, fraud and other financial crimes on the LGBank platform. We will collect, use and share this information in accordance with our published Privacy Policy. In addition to providing this information, to facilitate compliance with global industry standards for data retention, you agree to allow us to keep a record of this information for your lifetime's account, plus five years after the account termination. You also authorize us to make investigations, directly or through a third party, that are deemed necessary to verify your identity or to protect you and/or us against financial crimes such as fraud.

The identity verification information we request may include but is not limited to: Name, email address, contact information, telephone number, username, government-issued identity card, date of birth, and other information collected at the time of the account registration. By providing this necessary information, you confirm that it is accurate and authentic. After registration, you must ensure that the information is true, complete and updated in a timely manner with any changes. If there is reasonable doubt that any information provided by you is wrong, false, out of date or incomplete, LGBank shall have the right to send a notice to demand corrections, remove relevant information directly and, as the case may be, close all or part of the Services for you. You will be solely and entirely responsible for any losses or expenses incurred while using the LGBank Service if you cannot be contacted by the contact information provided. You acknowledge and agree that you have an obligation to keep all information provided up to date if any changes happens.

By signing this account, YOU AUTHORIZE LGBank, directly or through third parties, that LGBANK CONSIDERS NECESSARY to verify your identity or protect YOU AND/OR LGBANK AGAINST FRAUD OR OTHER COLLATERAL FINANCIAL CRIMES BASED ON THE RESULTS OF SUCH MATTERS. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED FOR CREDIT AND PREVENTION AGENCIES REFERENCE FOR FRAUD OR FINANCIAL CRIME AND THAT THESE ENTRY AGENTS MAY RESPOND TO ALL OUR REQUESTS.

#### c. Account usage requirements

Accounts can only be used by the person whose name is registered. LGBank reserves the right to suspend, freeze or cancel accounts used by persons other than those whose names are registered. You must immediately notify LGBank if you suspect or become aware of unauthorized use of your username and password. LGBank shall not be liable for any loss or damage arising out of the use of your account by you or any third parties (whether authorized or not by you).

#### d. Account security

LGBank strives to maintain the security of user funds entrusted to us and has implemented industry-standard safeguards for the Services. However, there are risks created by individual actions of the user. You agree to treat your login credentials, such as username and password, as confidential information and not to disclose such information to third parties. You also agree that you are solely responsible for taking the necessary security precautions to protect your own account and personal information.

You shall be solely responsible for safeguarding your LGBank account and password for your own account and will be responsible for all account activities and LGBank shall not be liable for any loss or consequence



of the authorized or unauthorized use of your account credentials, including, but not limited to, disclosure of information, publication of information, consent or submission of various rules and agreements, clicking on the website, online contract renewal, etc.

By creating an account, you agree that:

- (i) you will notify LGBank immediately if you become aware of any unauthorized use of your LGBank account and password by any person or any other breach of security rules;
- (ii) you will strictly observe the security, authentication, negotiation, billing, mechanism or procedures for withdrawing from the website/service; and
- (iii) you will leave the website following the appropriate steps at the end of each visit.

Examples of such actions include, among others:

- block and close orders;
- freeze your account;
- report the incident to the authorities;
- publish the alleged violations and actions that were taken; and
- delete any information you posted that violates.

### 7. PROHIBITION OF USE

By accessing and using the Services, you represent and warrant that you are not on any trade or economic sanctions list, such as the UN Security Council's list of sanctions, designated as "Specially Designated National" by the OFAC (Office of Foreign Assets Control) or placed on the US Commerce Department's "Denied Persons List".

LGBank reserves the right to select its markets and jurisdictions in which to trade and may restrict or deny the Services in certain countries at its discretion.

### 8. DESCRIPTION OF SERVICES

LGBank provides an online platform for the custody and sale of intangible immaterial assets (for products commonly known as cryptographic tokens, digital tokens or cryptographic currency (collectively, cryptocurrency or "Digital Currency").

LGBank does not provide fiduciary negotiation facilities as part of the Services.

For LGBank, and for the users who, by registering, MUST agree with these Terms, they understand, agree and declare that CRYPTOCURRENCY:

- DOES NOT REPRESENT AN ASSET;





- DOES NOT REPRESENT A COLLECTIVE INVESTMENT CONTRACT; and
- DOES NOT REPRESENT SECURITY VALUE.

For LGBank, and for the users who, by registering, MUST agree with these Terms, they understand, agree and declare that CRYPTOCURRENCY:

- Cryptocurrency has the legal nature of intangible immaterial assets.

Intangible immaterial assets have a digital representation of value denominated in their own unit of account, the price of which can be expressed in local or foreign sovereign currency transacted electronically using encryption and distributed registration technologies, which can be used as an instrument for transferring values or access to services, and which does not constitute legal tender currency.

LGBank works as a platform provider for the custody and sale of intangible immaterial assets and not as a buyer or seller in transactions between traders.

LGBank is a platform that INTERMEDIATE private operations between users, service providers and intangible immaterial assets leasing projects within the platform.

LG Bank has in its platform a field for entities and companies to sell and generate some kind of profit with their projects of intangible immaterial assets. However, all projects, made of the free will of their users, do not belong to LGBank (except those exclusively in LGP) and are the responsibility of third parties who, in contract with LGBank, have determined to comply with the legal norms for the sale of its own intangible immaterial assets, as well as generating possible profitability, benefit or appreciation for buyers.

LGBank is not a market maker. Users must register and open an LGBank account and deposit digital intangible immaterial assets before trading begins. Merchants may request the removal of your digital intangible immaterial assets, subject to the limitations set out in these Terms.

LGBank strives to maintain the accuracy of the information published on the Services, however, it cannot and does not guarantee the accuracy, adequacy, reliability, integrity, performance or adequacy for any purpose of the content made available through the Services, and shall not be liable for any loss or damage that may result directly or indirectly from the use of such content. Information on Services may be subject to change without notice and is provided with the primary purpose of facilitating users to make independent decisions.

LGBank does not provide investment advice and will not be responsible for the use or interpretation of information as indicated in the Services or other means of communication. All users of the Services must understand that there are risks involved in trading digital currencies.

### **9. GUIDELINES FOR THE USE OF SERVICES**

#### a. License

Subject to your continued compliance with the express terms and conditions of these Terms, LGBank



provides you with a revocable, limited, non-exclusive, non-transferable and non-sublicensable license to access and use the Services on your computer or another Internet-compatible device only for personal and internal use. You are not permitted to use the Services for any resale or commercial use, including doing business on behalf of another person or entity. All such use is expressly prohibited and will constitute a material breach of these Terms. Content layout, formatting, and access privileges and resources to the Services will be specified by LGBank at its sole discretion. All rights not expressly granted under these Terms are reserved. Properly,

These Terms provide only a limited license to access and use the Services. Accordingly, you agree that LGBank does not transfer ownership, interest or title to the Services or any intellectual property in LGBank to you or anyone else in connection with the use of Services. All text, graphics, user interfaces, visual interfaces, photographs, sounds, works of art, computer code (including html code), programs, software, products, information and documentation, as well as design, structure, selection, coordination, expression, "appearance and functionality" and the organization of any content contained in or available through the Services are the exclusive property, controlled and/or licensed by LGBank or its members, parents, licensors or affiliates.

LGBank has any comments, suggestions, ideas or other information or materials about LGBank or the Services you provide, whether by email, through the Services or otherwise ("Feedback"). You assign to LGBank all rights, title and interest in the Feedback, along with all associated intellectual property rights. You shall have no right and shall waive any claim of acknowledgement or compensation based on any Feedback or any modification made based on any Feedback.

### b. Restrictions

By using the Services, you agree and undertake to observe:

- A. All activities you perform while using the Services will comply with the requirements of applicable laws and regulations, as well as the various LGBank guidelines:
- B. Your use of the Services will not violate the public interests, public ethics or legitimate interests of third parties, including any action that may interfere, interrupt, adversely affect or inhibit other Users from using the Services:
- C. You agree not to use the Services to engage in market manipulation (such as bombing and eviction schemes, laundering trading, self-dealing, early execution, quote filling and counterfeiting or stratification, regardless of whether prohibited by law);
- D. The following commercial uses of LGBank data are prohibited unless written consent is given by LGBank:
  - 1) Exchange services using quotes or information from the LGBank order book.
  - 2) Data feed or data stream services that make use of any LGBank market data.
  - 3) Any other websites/apps/services that cover, or otherwise commercially monetize (including through advertising or referral fees), market data obtained from LGBank.

I. You may not modify, reproduce, duplicate, copy, download, store, transmit, disseminate, transfer, disassemble, publish, remove or alter any notice or proprietary label, license, sublicense, sell, mirror, structure, rent, lease, private label, grant a security guarantee, create derivative works or otherwise exploit the Properties or any part of the Properties without the prior written consent of LGBank.





### II. You may not

- (i) use any "direct link", "scratch page", "robot", "spider" or other automatic device, program, script, algorithm or methodology or any similar or equivalent manual process to access, acquire, copy or monitor any part of the Properties or otherwise reproduce or bypass the navigation or presentation structure of the Services to obtain or attempt to obtain any materials, documents or information by any means not intentionally made available through the Services;
- (ii) attempt to gain unauthorized access to any part or feature of the Properties or any other systems or networks connected to the Services or to any of LGBank's servers or any of the Services offered on or through the Services, by hacking password;
- (ii) attempt to gain unauthorized access to any part or feature of the Properties or any other systems or networks connected to the Services or to any of LGBank's servers or any of the Services offered on or through the Services, by hacking password;
- (ii) attempt to gain unauthorized access to any part or resource of the Properties or any other systems or networks connected to the Services or to any of the LGBank servers or any of the Services offered on or through the Services, by hacking password mining, or any other illegitimate or prohibited means;
- (iii) probe, verify or test the vulnerability of the Services or any network connected to the Properties, or breach security or authentication measures in the Services or any network connected to the Services;
- (iv) reverse lookup, tracking or seeking to track any information about any other user or visitor to the Services;
- (vi) forge headers, impersonate a person or manipulate identifiers to disguise your identity or the origin of any message or transmission you send to the Services, or
- (vii) use the Services illegally.

By accessing the Service, you agree that LGBank shall have the right to investigate any breach of these Terms, unilaterally determine whether you have violated these Terms and take steps to enforce the relevant rules without receiving your consent or notice.

### **10. VERACITY AND ACCURACY OF INFORMATION PROVIDED:**

The User, by submitting data, consents and/or documents through the Client Platform, Applications or other digital platforms, declares and guarantees, for the purposes of law and under penalties of the Law, that this information, consents and/or documents are true and authentic, faithful to the truth, and consistent with the totality of reality.

It is up to the User to pay attention to whether the information provided is correct, as they are responsible for their veracity. If there is any inconsistency, this may impact access to the Customer Portal, Applications or any other digital platform.

The way the data collected is used is described in the Privacy Policy.

LGBANK may use as a valid and effective means of communication any of those provided by the User, especially in cases of relationships and contacts that require urgency.

### 11. SAFETY MEASURES:

When LGBANK makes the Customer Portal, Applications and other digital platforms service available, it will use its best efforts to apply the appropriate security measures to the service, observing the state of the art at the time.

However, as no system is totally free from vulnerabilities, LGBANK shall not be held responsible for cases of breach of security caused by third parties or service failures of an electrical or telecommunications nature, as well as for the occurrence of natural disasters or other casualties or bigger force.

Furthermore, LGBANK will not be responsible for indemnities or repair of damages caused by negligence, carelessness, laziness, recklessness, breach of contract or misuse of the technology that the User has adopted to access the Customer Portal, Applications or any other digital platforms made available.

Before logging on to the Customer Portal, it is necessary to check the authenticity of the digital certificate on the LGBANK page, to increase security during its use, making it difficult, among the various possible frauds, for the User to provide sensitive information at addresses that are simulating the User Portal made available by LGBANK, with the purpose of stealing such information.

In any case, where the initiative of the contact has not been made by the User, they must ignore and reject any kind of approach that consists of:

Request for disclosure, confirmation, conference or update of account data or personal information;

Request, confirmation, conference or update of the User's digital identity, security components, whether they are themselves or data that are contained in these devices;

Offer or Request internet links or attached files; and

Approach via social media by channel that is not official or ads on profiles or pages unfamiliar to LGBANK.

The lack of attention, care and other precautions when acting, avoiding providing data or information to third parties and accessing materials that you already know are not LGBANK's custom, will cause the User to bear all the damages caused.

The warnings, security alerts and tips presented on the Customer Portal must be read carefully by the User, for better platform experiences and mitigation of security or system operation failures.

### 12. SPECIFIC RATES:

Although the service is offered to Users free of charge, certain specific operations carried out by the User on the Customer Portal or in the Applications may receive specific fees.

### 13. COMMUNICATION:

In the event that the User wishes to manifest a complaint or report any fact that compromises the reputation of LGBANK or the safety of its other Users, they should preferably communicate LGBANK through any of its official communication channels, in order to reduce negative impacts of what is intended



to be reported, such as the email [contact@lgbank.io](mailto:contact@lgbank.io).

#### **14. JURISDICTION:**

This TERM OF USE is governed by the laws of the British Virgin Islands and by the International Treaties and Conventions to which the British Virgin Islands are a signatory, and shall be interpreted in English, with The BVI International Arbitration Center being elected in cases of dispute, expressly waiver of any other, however privileged it may be or will be, to resolve any doubt, pendency or litigation arising from this term.

#### **15. LGPOINT (LGP)**

LGBank has its own immaterial mobile asset, the LGPoint (LGP), and is willing to sell and buy its own cryptotoken for its users. Thus, each user may purchase LGP through immaterial movable goods or through FIAT currency in countries where LGBank has representation with a local bank account to receive such amounts. Likewise, each user can sell LGP to LGBank, through the use of the LGP balance in external transfers, mobile recharges and bill payments,

##### **a. LGP Purchase**

LGBANK is an exclusively cryptocurrency bank (immaterial mobile asset).

This implies that each time a customer deposits fiduciary currency amounts in commercial banks that LGBANK has an account, these amounts are automatically converted to LGP.

By purchasing LGP, you automatically authorize LGBank to deduct the fee due for the transaction.

All deposit and withdrawal transactions must have invoices referring to these transactions, including proof of origin of capital in LGBank's bank accounts.

Thus, each user may purchase LGP through immaterial movable goods or through FIAT currency in countries where LGBank has representation with a local bank account to receive such amounts.

##### **b. LGP sale to LGBank**

In the sale of LGP to LGBank by using the balance in LGP for external transfers (with the purpose of directly requesting the corresponding credit to a current account held by the users) in countries where LGBank has a bank account place to credit these amounts, as well as mobile phone recharges and payment bills, fees will be charged to make,

##### **c. Conversion from LGP to other immaterial movable assets**

Percentage fees will be charged for conversions from LGP to other tokens (movable immaterial asset).

##### **d . Transactions within the platform**

Encryption transfer transactions will be billed at percentage rates.



You authorize LGBank to remove any amounts from your account for any applicable fees payable by you under these Terms.

### 16. RESPONSIBILITY

#### a. Warranty Disclaimer

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LGBANK'S SERVICES, MATERIALS, AND ANY PRODUCTS, SERVICES, OR OTHER ITEMS PROVIDED BY OR IN THE NAME OF LGBank ARE PROVIDED ON THE "AS IS" BASE AVAILABLE AND EXPRESSLY FREE OF OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OR WARRANTIES OF MERCHANTABILITY OR USE. WITHOUT LIMITING THE FOREGOING, LGBank DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE, SERVICES, OR LGBank MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE OR FREE OF VIRUSES OR OTHER COMPONENTS. LGBank DOES NOT WARRANT THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED OR PERMANIZED ON OPENING. EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU DO NOT RELY ON ANY OTHER ORAL OR WRITTEN STATEMENT OR UNDERSTANDING REGARDING YOUR USE AND ACCESS TO THE SERVICES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT LGBank WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM OR RELATED TO:

(A) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL CURRENCY PRICE DATA,

(B) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA,

(C) INTERRUPTION IN ANY DATA, AND

(D) ANY DAMAGES INCURRED BY OTHER USER'S ACTIONS, OMISSIONS, OR BREACH OF THIS AGREEMENT. WRITTEN OR ORAL REGARDING THEIR USE AND ACCESS TO THE SERVICES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT LGBank WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM OR RELATED TO:

- ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL CURRENCY PRICE DATA (movable immaterial asset),

- ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA, © INTERRUPTION IN ANY DATA AND

- ANY DAMAGES INCURRED BY OTHER USER'S ACTIONS, OMISSIONS, OR BREACH OF THIS AGREEMENT. WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS TO THE SERVICES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT LGBank WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM OR RELATED TO:

- (A) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL CURRENCY PRICE DATA (movable immaterial asset),

- (B) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA,



- © INTERRUPTION IN ANY DATA AND
- (D) ANY DAMAGES INCURRED BY OTHER USER'S ACTIONS, OMISSIONS, OR BREACH OF THIS AGREEMENT.

THE EXCLUSION OF WARRANTIES CONTAINED HEREIN may not apply IF AND TO THE EXTENT PROHIBITED BY THE APPLICABLE LAW OF THE JURISDICTION IN WHICH YOU RESIDE.

### b. Disclaimer for Damages and Limitation of Liability

LGBank has been advised of the possibility of such damages, except to the extent that there is a certain legal liability for such damages as a result of gross negligence, fraud and misconduct. 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 above, under no circumstances shall LGBank, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, COLLABORATORS be liable, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS, CONTRACTORS OR CONTRACTORS - SERVICE PROVISIONS OR OTHER PRODUCTS, OR ANY OTHER ARTICLES PROVIDED BY OR ON BEHALF OF LGBank OR ITS AFFILIATES UNDER AGREEMENT, STATUTE, LIABILITY OR OTHER THEORY, exceeding the amount of fees paid by you to balance under this AGREEMENT FOR THE IMMEDIATE PRECISE PERIOD, WHICH THE EVENT GIVES AN INCREASE IN RESPONSIBILITY REQUEST.

### c. Indemnity

You agree to indemnify and exempt LGBank, its affiliates, contractors, licensees and their respective directors, officers, employees and agents from and against any claims, actions, lawsuits, investigations, demands, lawsuits, costs, expenses and damages (including lawyers), fees, fines or penalties imposed by any regulatory authority) arising from or related to

- (i) your misuse or conduct in connection with the Services,
- (ii) your violation or our application of these Terms, or
- (iii) your violation of any applicable law, regulation or the law of a third party while using the Service.

## 17. ANNOUNCEMENTS

Please be aware that all official announcements, news, promotions, competitions and air launches will be listed on our website which we ask all users to check regularly. LGBank will not be responsible for any form of compensation if users suffer personal loss as a result of ignorance or neglect of the advertisements.

## 18. TERMINATION OF THE AGREEMENT

You agree that LGBank shall have the right to immediately suspend your account (and any other accounts belonging to entities or affiliates), freeze or block funds on all such accounts and suspend your access to



LGBank for any reason, including if such accounts are suspected to violate these Terms, our Privacy Policy or any applicable laws and regulations. You agree that LGBank will not be liable for any modification, suspension or permanent or temporary termination of your account or access to all or part of the Services. LGBank shall have the right to maintain and use transaction data or other information related to these accounts. The above account controls may also be applied in the following cases:

- The account is subject to government prosecution, criminal investigation or other pending litigation;
- We detected unusual activity on the account;
- We detected unauthorized access to the account;
- We are obligated to do so by court order or command of a regulatory/governmental authority.

In the event of any of the following events, LGBank will have the right to directly terminate this agreement, canceling your account, and will have the right to permanently freeze (cancel) your LGBank account authorizations and withdraw the corresponding LG account Bank:

- after the LGBank ends services for you;
- you supposedly register or register anyone else's name as an LGBank user again, directly or indirectly;
- the information you provide is false, inaccurate, out of date or incomplete; when these Terms are changed, you expressly state and notify LGBank of your unwillingness to accept the amended Terms;
- you request that the Services be terminated; and
- any other circumstances in which LGBank deems it should terminate the services.

If your account is closed, the account and transactional information required for retention and standard data will be securely stored for 5 years. In addition, if a transaction is not completed during the account closing process, LGBank shall have the right to notify its counterparty of the situation at that time. User acknowledges that a user-initiated account withdrawal (right of exclusion according to PIBR or other equivalent norms) will also be subject to the termination protocol noted above.

If LGBank receives notification that all funds held in your account have been stolen or are not legally in your possession, LGBank may, but is not obligated to, place an administrative hold on the affected funds and your account. If LGBank places an administrative hold on some or all of your funds or account, LGBank may continue with such hold until the dispute is resolved and evidence of resolution acceptable to LGBank is provided to LGBank in a manner acceptable for LGBank. LGBank will not be involved in any dispute or its resolution. You agree that LGBank shall not be responsible for such retention or your inability to withdraw funds or execute transactions during the period of such retention.

### a . Remaining funds after account closing

Except as provided in subsection (b) below, once the account is closed/withdrawn, all remaining balance (which includes charges and liabilities due to LGBank) in the account will be paid immediately to LGBank. After payment of all pending charges to LGBank (if any), the user will have 5 business days to withdraw all funds from the account.

### b. Funds remaining after account closing due to fraud, violation of law or violation of these terms)



LGBank retains full custody of User funds and data/information that may be turned over to government authorities in the event of Account suspension/termination arising from fraud investigations, breach of legal investigations or violation of these Terms.

### **19. NO FINANCIAL ADVICE**

LGBank is not your broker, agent or consultant and has no fiduciary relationship or obligation to you in connection with dealings or other decisions or activities performed by you using the Services. No communication or information provided to you by LGBank is intended or should be considered or construed as investment advice, financial advice, business advice or any other type of advice. All trades are executed automatically, based on the parameters of your order instructions and in accordance with published trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional about your specific situation. LGBank does not recommend that any digital currency be purchased, obtained, sold or held by you. Before making the decision to buy, sell or hold any digital currency, you should perform your own audit and consult with your financial advisors before making any investment decision. LGBank is not responsible for the decisions you make to buy, sell or hold digital currency based on information provided by LGBank.

### **20. COMPLIANCE WITH LOCAL LAWS**

It is the user's responsibility to comply with local laws regarding the lawful use of LGBank in their local jurisdiction. Users must also take into account, in accordance with local legislation, all aspects of taxation, withholding tax, collection, reports and referral to the competent tax authorities. All users of LGBank and any of its services acknowledge and represent that the source of their funds is from legitimate activities and not from illegal activities.

LGBank maintains a cooperative posture with law enforcement authorities around the world and will not hesitate to seize, freeze, close the account and funds of users who are flagged or investigated under a legal mandate.

### **21. PRIVACY POLICY**

Access to the Services will require the submission of certain personally identifiable information. Please refer to LGBank Privacy Policy.