

## AUTHORISED USER SERVICE AGREEMENT (“AUSA”)

If you are seeing this for the first time, please acknowledge this agreement by clicking the Accept button.

**IMPORTANT -- READ CAREFULLY:** Welcome to the MESH Platform (the "MESH PLATFORM") owned and managed by Mesh B.V. (“we”, “us” “our”). By clicking the "Yes" or “submit” button, the user ("You") agree(s) to be bound by the Platform as a Service contained herein (“the AUSA”), our **Privacy Policy**, which are published at: [www.mesh.trade](http://www.mesh.trade) and which are incorporated herein by reference.

### 1) MESH PLATFORM AS A SERVICE AGREEMENT

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- a) You are hereby notified that your access to the MESH PLATFORM and services related thereto (“Services”) is a result of You or your employer or instructing party (where you act as User, Agent or Broker) that have accepted the MESH Platform as a Service Agreement ("PaaS"). You act on behalf of the Customer. Your use of the MESH PLATFORM is subject to the PaaS which shall take precedent over these UASA if there is any conflict between the PaaS and this AUSA.
- b) **IMPORTANT: EXCEPT WHERE SPECIFICALLY STATED OTHERWISE, WE ARE ONLY INTERESTED IN BRINGING TOGETHER PARTIES ON THE MESH PLATFORM TO ENABLE TO OFFER AND BUY BETWEEN EACH OTHER ASSETS AND FINANCIAL INSTRUMENTS WITH REAL WORLD FIAT CURRENCIES OR TOKENS AS DETERMINED BY ISSUER OR ARRANGER. YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT A FINANCIAL SERVICE PROVIDER, FINANCIAL ADVISOR OR ISSUER OR INVESTOR, THAT WE ARE A TECHNOLOGY SERVICE PROVIDER THAT VIA OUR SERVICE WE ONLY INTRODUCE YOU TO A THIRD-PARTY AND BETWEEN YOU A CONTRACT IS CONCLUDED FOR THE THIRD-PARTY SERVICES / PRODUCTS. IT WILL BE YOUR RESPONSIBILITY TO ENSURE YOU UNDERSTAND THE TERMS AND CONDITIONS OF THE THIRD PARTY YOU CONTRACT WITH WHEN YOU ENGAGE WITH HIM/HER/IT.**

### 2) SUPPLEMENTARY TERMS AND CONDITIONS

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Supplementary terms and conditions (including but not limited to Service Specific Terms) may apply to specific applications, features, or portions of the Services. All such supplementary terms and conditions when presented or made available via a hyperlink are hereby incorporated by this reference into this AUSA. Such terms and conditions shall be read to be consistent with this AUSA to the greatest extent possible. In the event of a direct conflict between this AUSA and the Supplementary terms and conditions for any specific application, the latter shall prevail.

### 3) ACTIVATION OF USER ACCOUNT

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- a) Your access to certain Services is subject to our onboarding processes as well as our compliance requirements, which may include but not be limited to, the verification of your identity and additional information we may request from time-to-time.
- b) The information we request may include, without limitation, personally identifiable information (Personal Data) such as network address, name, email, address, telephone number, date of birth, taxpayer identification or social security number, official government-issued photo identification, and bank account information or other information we may reasonably deem helpful in satisfying our risk management or legal obligations.
- c) In providing this information to us you represent that it is accurate and agree to update your User Account information promptly, but in no event later than 14 (fourteen) days following any change in your information. Failure to provide information or update it promptly may result in Services being unavailable to you.
- d) You undertake that all information provided and actions on MESH PLATFORM will fully meet our compliance standards and that required herein.
- e) **All Personal Data we collect through or in connection with the MESH PLATFORM is processed in accordance with our Privacy Policy. By using the MESH PLATFORM, you CONSENT to all actions taken by us with respect to your information in compliance with the Privacy Policy.**
- f) Take note: We may remove your User Account that is not active for a period of 12 (twelve) months, however will endeavour to notify you prior to removal of your User Account.

### 4) RIGHTS TO USE OF MESH PLATFORM

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- a) We hereby grant you a worldwide, non-assignable, non-exclusive and revocable license to access and use the MESH PLATFORM to access the functionality and services as explained on our website and MESH PLATFORM. This license is for the sole purpose of enabling you to use and enjoy the benefit of the MESH PLATFORM and services, in the manner permitted by this AUSA .
- b) You may not:-
  - i) Use the MESH PLATFORM if you are younger than 18 years;
  - ii) assign (or grant a sub-license of) your rights to use the MESH PLATFORM, or grant a security interest in or over your rights to use the MESH PLATFORM, or otherwise transfer any part of your rights to use the MESH PLATFORM, unless agreed to in writing with us.

### 5) ACCEPTABLE USE AND USER RESTRICTIONS

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You will adhere to the Acceptable Use Policy at all times.

### 6) PASSWORDS AND SECURITY

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You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the MESH PLATFORM. Accordingly, you agree that you are solely responsible to us for all activities that occur under your account. If you become aware of any unauthorised use of your password on the MESH PLATFORM or your account, you agree to notify us immediately at: security@mesh.trade.

## **7) MONITORING**

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We reserve the right to log, review, and otherwise examine any information stored on or passing through our networks or systems to ensure an effective Service.

## **8) COMMUNICATIONS BY MESH**

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- a) Any and all communications from us may be provided to you via electronic mail at the address you provided when accessing the Services or via our website or mobile application.
- b) You agree that we shall not be responsible for any harm you may suffer as a result of your failure to receive any notice provided to you in connection with this AUSA or your use of Services so long as such notice is provided to such email address.
- c) We may also communicate with you through other methods, including via telephone call, instant messaging or chat applications either operated by Mesh or a third party assigned by Mesh.

## **9) DOWNTIME AND SERVICE SUSPENSIONS**

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- a) Your access to and use of the Services may be suspended for the duration of any anticipated, unanticipated, scheduled or unscheduled downtime, maintenance, system updates, malfunction, or other unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures or other interruptions.
- b) We shall also be entitled, without any liability to you, to suspend access to any portion or all of the MESH PLATFORM at any time, on a system-wide basis: (a) for scheduled downtime to permit us to conduct maintenance or make modifications to any part of the MESH PLATFORM; (b) in the event of a denial of service attack or other attack on the MESH PLATFORM or other event that we determine, in our sole discretion, may create a risk to the applicable MESH PLATFORM, to You or to any of our other customers if our Service were not suspended; or (c) in the event that we determine that any MESH PLATFORM service (or any part thereof) is prohibited by law or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons.

## **10) UPDATES (MESH PLATFORM AND CONTENT)**

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- a) We may from time to time in our sole discretion develop and provide updates to the MESH PLATFORM, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You may receive notice of Updates, however there is no obligation on us to notify you. You further agree that all Updates will be deemed part of the MESH PLATFORM and be subject to all terms and conditions of this AUSA.
- b) Information and other material provided through the Services may also be updated from time to time, but such content is not necessarily complete or up-to-date, and we are under no obligation to update such content or any other part of the Services, which you acknowledge by use of the Services.

## **11) ACCURACY OF INFORMATION AND PUBLISHED CONTENT**

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- a) The Services may include information and other educational content. This content is made available solely for general information purposes, and we do not warrant its accuracy, usefulness, or completeness. Any reliance you place on such content is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such material by you or any other User of the Services, or by anyone who may be informed of any of its contents.

## **12) THIRD PARTY MATERIALS**

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- a) The Services may mention and link to other sites, services, products and resources provided by third parties. Mesh makes no representation or warranties of any kind regarding any site, service, products or resource provided by a third party, including, without limitation, any representations or warranties regarding its accuracy, completeness, usefulness, security, or legitimacy.
- b) Mesh has no control over third party sites, services, and resources, and is not responsible for any harm, loss, or damage that may arise from your use of them. If you decide to access any of the third party sites, services, or resources or use any products, you do so entirely at your own risk and subject to the Third Party terms and conditions for such sites, services, or resources.

## **13) INTELLECTUAL PROPERTY**

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You acknowledge and agree that:-

- a) the MESH PLATFORM is provided under license, and not sold, to you. You do not acquire any ownership interest in the MESH PLATFORM or to the content (our own content provided or created during offering of the Services ("Pattern Data")),

third party content made available via the MESH PLATFORM or results and records of any transaction or surveys on the MESH PLATFORM) or services under this AUSA, or any other rights thereto other than to use the MESH PLATFORM in accordance with the license granted, and subject to all terms, conditions and restrictions.

- b) The content on the MESH PLATFORM (including Third Party Content) including without limitation, the text, software, scripts, tables and compilations, graphics, photos, sounds, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to us and subject to copyright and other intellectual property rights laws and international conventions. Content on the MESH PLATFORM is provided to you "AS IS" for your information and personal use only. Except for the purpose as explained on the MESH PLATFORM, the Content may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. We reserve all rights not expressly granted in and to the MESH PLATFORM and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein.
- c) You agree not to circumvent, disable or otherwise interfere with security-related features of the MESH PLATFORM or features that prevent or restrict use or copying of any Content or enforce limitations on use of the MESH PLATFORM or the Content therein.

#### **14) TERMINATION AND SUSPENSION**

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- a) We may terminate this AUSA immediately without prior notice or liability, if:-
  - i) the PaaS (relevant to your authorised access to our Services) gets terminated; or
  - ii) we receive a written instruction, signed by an authorised representative of your employer or instructing party to terminate your access to the Services.
  - iii) You breach any term or condition under this AUSA.
- b) We further reserve the right to suspend or discontinue all or any aspect of the MESH PLATFORM, for any reason at our sole discretion, however we will endeavour where reasonably possible to provide you with an advance notice.
- c) If you wish to terminate your account, you may simply discontinue using the Service.
- d) You may terminate your User Account by providing Mesh with a written request for such cancellation. Mesh will provide you with a written confirmation of the successful termination of such User Account.
- e) All provisions of the AUSA which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

#### **15) CONSEQUENCES OF TERMINATION**

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- a) On termination of the AUSA your rights under this AUSA shall terminate immediately. You are personally liable for any charges (if any) that you incur prior to any termination, change, suspension or discontinuation of this AUSA or the MESH PLATFORM and any pending Transaction.
- b) Upon termination of your User Account, we may require you to take certain actions in order to complete a pending transaction or provide additional information prior to terminating such User Account.
- c) You shall be solely responsible for any fees or costs, whether directly or indirectly, incurred or associated with the termination of your User Account or any pending transaction.
- d) The termination of your User Account may result in Mesh discarding all personal data and historic activity.

#### **16) WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY**

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- a) **WE PROVIDE OUR SERVICES (VIA THE MESH PLATFORM) TO YOU ON AN "AS-IS" AND ON AN "AS-AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO OUR SERVICES OR ANY CONTENT ON IT, WHETHER EXPRESS OR IMPLIED. IN ADDITION, WE MAKE NO REPRESENTATION, GUARANTEE OR WARRANTY REGARDING THE TIMELINES, QUALITY, RELIABILITY, SUITABILITY, OR AVAILABILITY OF THE MESH PLATFORM, MESH APP, MESH API, YOUR USER ACCOUNT OR ANY OF OUR SERVICES THROUGH THE USE OF THE MESH PLATFORM, OR THAT THE USE OF THE AFORESAID WILL BE UNINTERRUPTED OR ERROR-FREE.**
- b) **YOU AGREE THAT IT IS WITHIN YOUR SOLE DISCRETION TO USE THE MESH PLATFORM AND SERVICES AND THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE MESH PLATFORM AND SERVICES REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER ANY APPLICABLE LAW AND THAT YOU WILL INDEMNIFY US AGAINST ANY CLAIM, DEMAND, DAMAGE, COSTS, LOSS OR LIABILITY (INCL. REASONABLE ATTORNEY'S FEES) RELATED TO YOUR USE OF THE MESH PLATFORM AND SERVICES.**
- c) **WE, OUR OWNERS, DIRECTORS (WHERE APPLICABLE), EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR HOWSOEVER CAUSED ARISING FROM THE ACCESS OR USE OF THE MESH PLATFORM OR THE SERVICES OR ANY THIRD PARTY PARTICIPANT / PRODUCTS OR SERVICES.**
- d) **YOU AGREE TO INDEMNIFY AND HOLD US AND OUR DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY AND OWN CLIENT FEES), ARISING OUT OF OR IN CONNECTION WITH: (I) YOUR USE OF THE THIRD PARTY PRODUCTS OR SERVICES OBTAINED THROUGH YOUR USE OF OUR SERVICES; (II) YOUR BREACH OR VIOLATION OF ANY OF THESE TERMS AND CONDITIONS (III) YOUR VIOLATION OF ANY LAWS, (IV) TERMS AND CONDITIONS OF THIRD PARTY PRODUCT AND OR SERVICE PROVIDERS OR (V) UNAVAILABILITY OR INOPERABILITY OF THE MESH PLATFORM, MESH APP, MESH API AND OUR SERVICES AS STATED UNDER CLAUSE a) ABOVE.**
- e) Take note: there may be further disclaimers or limitation of liability provisions when engaging with third party service providers (see below).

#### **17) THIRD PARTY PARTICIPANTS**

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- a) As part of MESH PLATFORM's services we have agreements with selected service providers / product providers ("Third Party Participants") to make available their services, products or content on the MESH PLATFORM. Your use of any of those services, products or content is subject to this AUSA and the specific Third Party Participant terms and conditions that those service providers may publish from time to time. Where there is any discrepancy between this AUSA and the specific terms and conditions as presented by the Third Party Participant, the latter will prevail in terms of the particular service and/or product that you acquire or engage with.
- b) Third Party Participants require us to submit to them certain information (i) to execute on a transaction as requested by you, and ii) to understand the behaviour and/or results from your use of their products or services made available by them on the MESH PLATFORM. **By using the MESH PLATFORM, you agree that we may submit this information to them. Where we submit any of your personal data to third parties, we will adhere to our Privacy Policy.**
- c) **You hereby agree to indemnify Us against any action that may be taken against us or damages or losses, including interest or legal costs we may incur as a result of your breach of any of the Third Party Participants terms and conditions.**

## 18) EVENTS OUTSIDE OUR CONTROL

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- a) Mesh will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this AUSA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks or utility provider (Event Outside The Company's Control) or typical force majeure events.
- b) If an Event Outside The Company's Control takes place that affects the performance of the obligations under this AUSA:
  - i. Mesh's obligations under this AUSA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside the Company's Control; and
  - ii. Mesh will use its reasonable endeavours to find a solution by which the Mesh's obligations under this AUSA may be performed despite the Event Outside the Company's Control.

## 19) GENERAL

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**Entire Agreement:** Except for the PaaS, this AUSA constitutes the entire agreement between You and Us regarding the subject matter hereof and supersedes any and all prior or contemporaneous representation, understanding, agreement, or communication between you and us, whether written or oral, regarding such subject matter.

**Variation/Amendments:** We may modify the AUSA or any policy (reference in this AUSA) at any time and at our sole discretion. By using the MESH PLATFORM, you agree to be bound by any such modifications. **Each time you access the MESH PLATFORM the current version of this AUSA as made available to you will apply.** You will note that at the bottom of this AUSA, the date of last modification is indicated. You are encouraged to check the revision date with each use to ensure you are comfortable with the latest revisions. If you are dissatisfied with the MESH PLATFORM, its Content or the revised AUSA, you agree that your sole and exclusive remedy is to discontinue using the MESH PLATFORM.

**Severability:** If any portion of this AUSA is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this AUSA will remain in full force and effect, and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this AUSA, and the rest of the AUSA shall remain in full force and effect.

**Waivers:** The failure by us to enforce any provision of this AUSA shall in no way be construed to be a present or future waiver of such provision nor in any way affect our right to enforce such provision thereafter. All waivers by us must be in writing to be effective.

**Successors and Assigns:** This AUSA is personal and only shall not be to the benefit of any third party, unless agreed to in writing between the parties. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Mesh without restriction.

**Relationship:** Nothing in this AUSA is intended to or does create any type of joint venture, creditor-debtor, escrow, partnership or any employer/employee or fiduciary relationship between you and us.

**Governing Law:** This Agreement shall be construed and enforced according to the Dutch law. You further agree to the jurisdiction of The Netherlands in terms of any dispute.

**END OF DOCUMENT**