



Terms of service

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Read these terms and conditions ("terms") carefully before using Wealthy 9x services described below. By utilizing the website located www.wealthy9x.com ("website") and products offered therein, you acknowledge that you have read these terms and conditions and that you agree to be bound by them.

If you do not agree to all of the terms stated herein, you are not an authorized user of these services and you should not use this website or its products. You acknowledge that you have read the Wealthy 9x privacy policy. Wealthy 9x reserves the right to change, modify, add or remove portions of these terms at any time for any reason. We suggest that you review these terms periodically for changes. Such changes shall be effective immediately upon posting. You acknowledge that by accessing our website after we have posted changes to these terms, you are agreeing to the modified terms.

This document or any other document produced and signed by Wealthy 9x does not constitute an offer or solicitation to sell shares or securities in Wealthy 9x or the website or the products offered.

None of the information or analyses presented is intended to form the basis for any investment decision, and no specific recommendations are intended. Wealthy 9x services and the website are not, do not offer and shall not be construed as investment or financial products, but as a software application. Accordingly, this document does not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way.

Wealthy 9x expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this document, (ii) any error, omission or inaccuracy in any such information, (iii) any action resulting therefrom, or (iv) usage or acquisition of products available through the website.

These terms of service (also known as terms of use and terms and conditions) are effective as of the 1st of December 2020 ("Effective Date").

This agreement (the "Agreement") is for reference purposes only and in no way defines, limits, construes or describes the extent or scope of such section.

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1. Acceptance of the terms and conditions

Binding Agreement Description

This Terms of Service (this “Agreement”) is a binding contract between you, an individual user (“user” or “you”), and Wealthy 9x. (“Wealthy 9x”, “we”, “us” or “our”) governing your use of www.wealthy9x.com and any other websites and/or mobile applications and/or online services or properties owned and operated by Wealthy 9x (collectively, the “Service”).

By accessing or using the Service, you agree that you have read, understood, and agree to be bound by this Agreement. If you do not agree to the terms of the Agreement, you should not use the Service.

If you are accessing the Service on behalf of a business or corporate entity (“Organization”), then you hereby represent and warrant that you have the authority to bind that Organization and your acceptance of this Agreement will be treated as acceptance by the Organization. In that event, “user”, “you” and “you’re” in this Agreement will refer to the Organization.

1.1. Material Terms and Notices

As outlined in greater detail in this Agreement, and without limiting the express language of this Agreement, you acknowledge the following:

- 1.1.1. the Service is offered to you, and you may use the Service only as set forth in this Agreement,
- 1.1.2. the use of the Service may be subjected to separate third-party terms of service and fees, which are your sole responsibility,
- 1.1.3. you consent to the collection, use, and disclosure of your personally identifiable information in accordance with Wealthy9x’s Privacy Policy
- 1.1.4. to the fullest extent permitted by law, the Service is provided “as is” without warranties of any kind and Wealthy9x’s liability to you is limited,

1.2. Changes to this Agreement

You understand and agree that Wealthy 9x may change this Agreement at any time without prior notice. Wealthy 9x will endeavor to provide you with prior notice of any material changes. You may read a current, effective copy of this Agreement at any time by selecting the appropriate link on Wealthy 9x’s website. The revised Agreement will become effective at the time of posting. Any use of the Service after such date will constitute your acceptance of such revised Agreement. If any change to this Agreement is not acceptable to you, then your sole remedy is to stop accessing and using the Service. The terms of this Agreement will govern any updates Wealthy 9x provides to you that replace and/or supplement any portion of the Service, unless the upgrade is accompanied by a separate revised Agreement, in which case the

terms of that revised Agreement will govern. Notwithstanding the preceding sentences of this section, no revisions to this Agreement will apply to any dispute between you and Wealthy 9x that arose prior to the effective date of such revision.

13. Privacy Policy

Your access to and use of the Service is also subject to Wealthy 9x's Privacy Policy, the terms and conditions of which are incorporated herein by reference.

14. Consideration

You understand and agree that this Agreement is entered into in consideration of your use of the Service and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

15. Eligibility

The Service is not for persons under the age of 18 or for any users previously suspended or removed from the Service by Wealthy 9x. If you are under 18 years of age, then you must not use or access the Service at any time or in any manner. By accessing or using the Service, you affirm that you are at least 18 years of age.

2. Definitions

As used throughout this Agreement, the following terms are defined as follows:

- 2.1. **"Account"** or **"Wealthy 9x Account"** means the account of a Customer with Wealthy 9x.
- 2.2. **"Account Holder"** shall mean the person and/or entity holding a Wealthy 9x Account on the Platform.
- 2.3. **"Affiliates"** shall include, but not be limited to Wealthy 9x.
- 2.4. **"Agreement"** means this Agreement, together with any Annexures.
- 2.5. **"AML Documentation"** or **"Verification Documentation"** means the documentation required to be provided by the Customer as required by the rules and regulations of the country and other governing jurisdictions.
- 2.6. **"Application Form"** refers to the online account registration form that is required to be completed when registering to become a Customer of Wealthy 9x.
- 2.7. **"Applicable Laws"** means the laws of the registered country.
- 2.8. **"AUM"** means the total amount of assets under management.
- 2.9. **"Authorized User"** means each person who has been verified by our identity verification systems.
- 2.10. **"Broker"** means a person or entity who makes or submits Orders on behalf of other registered individuals or legal entities.
- 2.11. **"Package"** means a group of cryptocurrencies which have been allocated to a particular investment strategy.

- 2.12. **“Package Methodology”** refers to the informational document available comprising the system of methods used for our Packages.
- 2.13. **“Package Technology”** refers to Wealthy 9x proprietary investment management technology that allows investors to take direct ownership of multiple Cryptocurrencies and to intelligently manage and store their holdings.
- 2.14. **“Business Day”** shall mean any day other than a Saturday, Sunday or official public holiday within the registration of the country.
- 2.15. **“CHF”** means Swiss Francs. The legal tender of Switzerland and Liechtenstein.
- 2.16. **“Cold Storage”** or **“Cold Storage System”** means the custody of the Cryptocurrencies offline.
- 2.17. **“Commission”** or **“Fees”** refers to a payment made to Wealthy 9x in exchange for the use of our services. A full list of Wealthy 9x fees can be found at www.wealthy9x.com
- 2.18. **“Competent Person”** refers to somebody who is of sound mind that has the knowledge to recognize and to educate themselves about the potential risks of using our Platform.
- 2.19. **“Customer”, “Your”** and **“You”** means a user of the Platform and/or operates a Wealthy 9x Account.
- 2.20. **“Cryptocurrency”** is a digital representation of value (also referred to as a **“Digital Currency”, “Virtual Token”, “Crypto Token”, “Virtual Asset”** or **“Digital Commodity”**). Collectively Cryptocurrencies refers to any Cryptocurrency which we support on the Platform.
- 2.21. **“EUR”** means Euros. The legal tender of the European Union.
- 2.22. **“European Economic Area”** or **“EEA”** shall mean all EU countries as well as Iceland, Liechtenstein, and Norway.
- 2.23. **“Execution Price”** means the price at which the Trade is actually made or executed.
- 2.24. **“External Address”** or **“External Account”** shall mean an Account Holder’s external Cryptocurrency wallet not held, controlled or custodied by Wealthy 9x
- 2.25. **“Factsheet”** refers to informational documents found on the Website relating to a particular Product.
- 2.26. **“Fiat”, “Fiat Currency”** or **“Fiat Funds”** means any national government-issued currency (for example Rands or Pounds Sterling)
- 2.27. **“Financial Account”** means any money services account, such as a current or cheque account, of which you are the beneficial owner that is maintained by third party financial institutions.
- 2.28. **“Force Majeure”** shall mean any circumstance which is beyond the reasonable control of the Party giving notice of the force and which could not reasonably have been foreseen by such Party when entering into these Terms, including but not limited to war (whether declared or not), revolution, invasion, insurrections, riots, civil commotion, mob violence, sabotage, blockage, embargo, boycott, the exercise

of military or usurped power, fire, explosion, theft, storm, flood, drought, wind, lightning or other adverse weather conditions, epidemic, quarantine, accident, breakdown of machinery or facilities, strike, lockout or labour dispute, server downtime, acts or restraints of government imposition, or restrictions or embargoes on imports or exports.

- 2.29. "**Funds**" means supported Cryptocurrency and/or accepted Legal Tender.
- 2.30. "**Fund Manager**" means an authorized person and legally registered entity who makes or places Orders on behalf of their own investors.
- 2.31. "**Global Liquidity Provider**" shall mean a participant in the Global Matching Liquidity Pool where Wealthy 9x is able to source its Cryptocurrencies on behalf of Customers.
- 2.32. "**Global Matching Liquidity Pool**" shall include, but not be limited to, all reputable global trading exchanges, private placements, auctions, over-the-counter trading markets, decentralized trading technologies and private dealers.
- 2.33. "**KYC Documentation**" means the documentation required to be provided by the Customer in relation to Know Your Customer regulations of the United Kingdom and from time to time similar regulations of other jurisdictions.
- 2.34. "**Legal Tender**" means any national currency, such as Great British Pounds, that may be used in connection with the purchase or sale of Cryptocurrencies via the Service, and does not include any Cryptocurrency unless explicitly stated.
- 2.35. "**Linked Bank Account/s**" shall mean the account/s elected by an Account Holder when an Account Holder deposits into or withdraws Fiat from its Wealthy 9x Account, which details may be verified by a third-party identity verification system.
- 2.36. "**Non-Personal Data**" means anonymous data that does not identify you specifically, including data collected automatically when you enter our Website. This may include cookies, pixel tags, web beacons, browser analysis tools, web server logs, operating system type, browser type, domain, and other system settings, as well as the language your system uses and the country and time zone of your device. Our server logs may also record the IP addresses of the devices you use to interact with the Website. We may also collect information about a website you were visiting before you came to our Website and any website you visit after you leave our Website, if this information is supplied to us by your browser.
- 2.37. "**Order**" and "**Investment Instruction**" is any electronic instruction from a Customer to buy or sell any Cryptocurrencies using the Wealthy 9x system.
- 2.38. "**Party**" or "**Parties**" shall mean the Account Holder and/or Wealthy 9x as the context requires.
- 2.39. "**Platform**" and "**Portal**" means the online Platform on which the Services are rendered.

- 2.40. **“Referral Program”** and **“Rewards Program”** refers to the Wealthy 9x Rewards Program which rewards Customers based on certain criteria as defined in the Wealthy 9x Rewards Terms.
- 2.41. **“Referee”** refers to an Account Holder who successfully registers on the Platform via an eligible and valid referral link or code and completed an investment.
- 2.42. **“Referrer”** refers to an Account Holder who successfully refers a new Account Holder via an eligible and valid referral code.
- 2.43. **“Wealthy 9x Account”** or **“Wealthy 9x Wallet”** means a software solution and a service integrated into the Platform that enables users to store Cryptocurrencies. A Wealthy 9x Account is required for the acquisition of Cryptocurrencies.
- 2.44. **“Wealthy 9x Package”** or **“Cryptocurrency Package”** or **“Crypto Package”** collectively referred to as **“Packages”** refers to Wealthy 9x Package Technology which offers Customers a means to invest directly in a predefined basket of cryptocurrencies. Crypto Packages provide exposure to a select group of cryptocurrencies with prespecified weightings.
- 2.45. **“Reward”** refers to the monetary incentive which is due to the Referrer and Referee based on meeting the criteria of the **“Rewards Program”**.
- 2.46. **“Services”** shall mean all Order, Investment Report, Storage, Account enquiries and queries relating to the use of the Wealthy 9x Platform.
- 2.47. **“Settlement Date”** is the date when a trade is final, and the buyer or seller must make or receive payment respectively. Wealthy 9x trades in real-time with daily payouts so the Settlement Date is the date when an Order is successfully executed.
- 2.48. **“Slippage”** refers to the difference between the expected price of a trade and the actual price at which the trade is executed. Slippage can occur at any time but is most prevalent during periods of higher volatility.
- 2.49. **“Time”** means all references to the time of day in this Agreement, indicated in the format of a 24-hour clock and in relation to G.M.T.
- 2.50. **“Verification”** shall mean the process of verifying that a new or existing account is owned and operated by a specified individual and includes but is not limited to KYC (know your customer), AML (anti-money launder), and PEP (politically exposed persons) checks.
- 2.51. **“Wallet”** shall mean an Account Holder’s Wealthy 9x Account
- 2.52. **“Website”** means www.wealthy9x.com or any other website owned or controlled by Wealthy 9x or its Affiliates that connects with it.
- 2.53. **“Weightings”** refers to the percentage split of the total value of a Package.

2.54. "USD" means US Dollar.

Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she, they or it, are taken as interchangeable and therefore as referring to the same.

3. General

3.1. Products

Wealthy 9x offers a number of products and services, which are published on the Website. Wealthy 9x products and services can be changed and altered at our sole discretion without notice, and these Terms shall apply to all of them, unless stated otherwise in these Terms, on the Website, or in the documentation accompanying a particular product or service.

3.2. Website

The Wealthy 9x Website and any reference to " Wealthy 9x ", "we" "our" or "us" shall include our employees, officers, directors, representatives, agents, shareholders, Affiliates, subsidiaries, holding companies, related entities, advisers, subcontractors, service providers and suppliers.

The Website shall include any and all associated mobile applications as offered or downloadable from the requisite application stores, together with any Application Programming Interface/s ("API").

3.3. Regulation

Our activities in relation to Cryptocurrencies are not regulated in any jurisdiction that we operate in.

3.4. Terms

These terms, including any document referenced within these Terms, apply to any Account Holder on the Platform. These Terms govern the Account Holder's relationship with Wealthy 9x.

3.5. Use of the Platform

Accessing or using our Website or our Platform after signing up for an Account means that you have read, understood, accept, and agree to be bound by these Terms in your individual capacity. Further, you represent and warrant that you have the authority to do so and that in the case of an Account Holder being a natural person, the Account Holder is a Competent Person.

3.6. Communications

You agree that we shall communicate electronically, be it via email, the Wealthy 9x chatbot found on the Website, text message or otherwise. We shall deem all correspondence sent to you as having been received. The responsibility lies with you to ensure that we are informed of any change of email address, physical address, account details or telephone number.

4. Products and services

4.1. The Service

4.1.1. Description

Our Service is intended to provide you with an easy to use and secure Platform through which you can trade Fiat Currencies for cryptocurrencies, and vice versa, or to invest in one type of Cryptocurrency for another type of Cryptocurrency, or to invest in one type of Cryptocurrency for a basket of Cryptocurrencies, and vice versa.

Our Platform matches your transaction instructions with open Orders found in a Global Liquidity Pool.

We execute investments on your behalf of and under your instruction of the User. We never take legal ownership of your funds.

You may withdraw your Cryptocurrency or Fiat Currency balance if it is supported on the Platform as a withdrawal option, subject to the limitations of this Agreement.

4.1.2. Disclaimers

By registering for a Wealthy 9x Account, you represent and warrant that you have read and understood the disclaimers made available via the Service regarding other Wealthy 9x products or services, which are hereby incorporated by reference.

We reserve the right to reject any application for registration at any time for any reason or for no reason at all and without notice to you.

We reserve the right to remove you from our Platform and to remove your Account.

We reserve to sell and return your funds nad/or cryptocurrencies if held in any Package and/or Cryptocurrency without notice.

We reserve the right to, at our sole discretion, decide which cryptocurrencies to support as part of the Service. The range of Services available to you will depend on the country and/or state from which you access the Wealthy 9x Website, and any other Websites and/or mobile applications and/or online services or properties owned and operated by Wealthy 9x.

4.1.3. Gains and Losses

All gains/losses arising from your use of the Service are attributable to you alone.

4.1.4. Service Fees

Wealthy 9x reserves the right to levy service fees on specific actions you make on our Platform. Wealthy 9x reserves the right to adjust its fee structures at its sole discretion

4.1.5. Withdrawals

Users may withdraw their assets via supported Fiat Currency or Cryptocurrency only, subject to the limitations stated in this Agreement.

4.2. Wealthy 9x Platform

4.2.1. Description

The Wealthy 9x Platform is a software platform consisting of a webpage interface and a software interface for purchasing, selling and custodian Cryptocurrencies.

4.2.2. Operation of the Platform

The Platform operates 24/7/365, subject to certain limitations

4.3. Cryptocurrency Packages

4.3.1. Description

A Crypto Package is a feature which allows Users to purchase multiple Cryptocurrencies simultaneously. Cryptocurrencies held within a Package are custodied by Wealthy 9x on your behalf.

4.3.2. Regulation and Licensing

A Crypto Package is an unregulated and unlicensed product and does not constitute any financial and/or investment product, and any action, notice, communication, message, decision, managerial act, or omission of the mentioned is not investment advice and/or an investment recommendation and shall not be understood or interpreted as such. Any such content provided by Wealthy 9x or a third-party expert shall be regarded solely as a statement of facts or observation and in no case as investment advice and/or an investment recommendation. A Crypto Package is not a security and/or a financial instrument. Wealthy 9x gives no guarantees as to the value of any of the Crypto Packages and explicitly warns Users that there is no reason to believe that Crypto Packages will increase in value and that they might decrease in value or lose their value entirely.

4.3.3. Disclaimer

You acknowledge and understand that you are acquiring Crypto Packages for your own personal use and you understand that Crypto Packages may lose all their value.

4.3.4. No solicitation to sell

This document or any other document produced and signed by Wealthy 9x or any of third-party does not constitute an offer or solicitation to sell and shall not be construed in this way, and may only be construed as an invitation to offer, in all cases, the purchase of Crypto Packages as software solutions.

4.4. Exchange

4.4.1. Description

Wealthy 9x enables you to buy or sell certain Cryptocurrencies and/or invest in Crypto Packages on the Wealthy 9x Platform through an exchange service.

4.4.2. Conditions

The exchange service is offered under the conditions, including but not limited to:

4.4.2.1. Currency transfer

Money can only be transferred in supported Fiat Currency to or from a account held in your name which needs to be the same name registered with us.

4.4.2.4. Payment methods

Available payment methods at any time are listed on our Website and may depend on various factors, including your registered location, provided identification information, and limitations imposed by the payment processors.

4.4.2.5. Authorisation

By placing an Order to purchase Cryptocurrencies via our Platform, you represent and warrant that:

4.4.2.5.1. you are authorised to use the designated payment method and,

4.4.2.5.2. you authorise us, or our payment processor, to charge your designated payment method. If the payment method you designate cannot be verified, is invalid or is otherwise not acceptable, your deposited balance may be removed.

4.4.2.6. Availability of Service

The Service is at any time available only to certain groups of Users, depending on their location, payment method used, verification tier, and other factors.

4.4.2.7. Right to undertake checks

Wealthy 9x reserves the right to perform additional checks and to require additional information and documents under applicable anti-money laundering regulations.

4.4.2.8. Exchange rate errors

Wealthy 9x does not guarantee the availability of any exchange rate quoted on the Website. You acknowledge that the buy price exchange rate may not be the same as the sell price exchange rate at any given time, and that Wealthy 9x may add a margin or spread to the quoted exchange rate.

4.4.2.9. Variable spread

As stated in these Terms, the exchange of Fiat money for Cryptocurrencies is offered on the basis of a variable spread. A variable spread is a spread that is not constant in value and can cause the price of a Cryptocurrency or Package of Cryptocurrencies to be higher or lower in one currency relative to another after accounting for exchange rates. This spread will vary according to market conditions and liquidity changes.

4.4.2.10. Errors

In the event of an error, whether via the Wealthy 9x Platform, in a purchase Order confirmation, in processing your purchase, or otherwise, we reserve the right to correct such errors and revise your purchase transaction accordingly or to cancel the purchase and refund any amount received.

5. Registration

5.1. Log-In credentials

While you may always browse the public-facing pages of the Service without registering, in order to see the status of your investment, including any available performance information, you must create a Wealthy 9x Account (“Account”), which enables access to our Investor Portal. You may only create an Account and access the Investor Portal once you have satisfactorily completed the registration steps as follows:

- 5.1.1. Completion of the Customer registration form found on the Platform,
- 5.1.2. Provided the requisite AML and KYC information alongside any additional information or documents requested by us,
- 5.1.3. We reserve the right to carry out any additional security checks to the extent required by law to ensure all activity on our Platform is legal. We reserve the right to accept or reject any application for registration at our sole discretion and without notice to you. You will not be permitted to make a deposit under any circumstances until you have been granted access to a verified Account.

5.2. Account security

You are responsible for the security of your Account, and for all activities that occur through the use of your credentials. You agree to notify us immediately if you suspect or know of any unauthorised use of your credentials.

5.3. Accuracy of information

When creating an Account, you agree to provide true, accurate, current and complete information. You agree to update information about yourself promptly, and as necessary, to keep it current and accurate. We reserve the right to disallow, cancel, remove, or reassign certain usernames, emails and personal information in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Account if activities occur

on your Account which, in our sole discretion, would or might constitute a violation of this Agreement, or an infringement or violation of any third party rights, or of any applicable laws or regulations. If messages sent to the email address you provide are returned as undeliverable, Wealthy 9x may terminate your Account immediately without notice to you and without any liability to you or any third party.

6. Confirmation of personal information and additional information as required

- 6.1. Account Holders are required to provide personal information and documentation when opening a Wealthy 9x Account, which personal information we may have verified through a third-party service. These procedures may require, among others, that mandatory KYC (Know your customer) and/or AML (Anti-money laundering) procedures be followed by Wealthy 9x in such verification.
- 6.2. An Account Holder's acceptance of these Terms entitles Wealthy 9x to perform such KYC or other verification procedures it may deem necessary without notice or forewarning to an Account Holder.
- 6.3. Wealthy 9x also maintains an internal anti-money laundering policy ("AML Policy"). The AML Policy is a risk-based program founded on anti-money laundering laws and implementing regulations, and guidance required by such laws. The AML Policy may be updated from time-to-time, including the procedures that we use to verify Account Holders' identities.

7. Restrictions on use of the service

In using our Service, you agree not to:

- 7.1. take any action that imposes an unreasonable load on the Service's infrastructure,
- 7.2. use any device, software, or routine to interfere or attempt to interfere with the proper working of the Service, or any activity conducted on the Service,
- 7.3. attempt to decipher, decompile, disassemble, or reverse engineer any of the software comprising or making up the Service,
- 7.4. delete or alter any material that Wealthy 9x or any other person or entity posts on the Service,
- 7.5. frame or link to any of the materials or information available on the Service, or download any of our Content,
- 7.6. alter, deface, mutilate, circumvent, or otherwise bypass any approved software through which the Service is made available,
- 7.7. use any trademarks, photographs, or other content belonging to us or obtained from the Service without our express written consent,
- 7.8. provide any false personal information to us,
- 7.9. create a false identity or impersonate another person or entity in any way,

- 7.10. create a new Account with us, if we has previously disabled an Account of yours,
- 7.11. restrict, discourage, or inhibit any person from using the Service, disclose personal information about a third person on the Service or obtained from the Service without the consent of that person, or collect information about Users of the Service,
- 7.12. gain unauthorised access to the Service, to other Users' Accounts, names, or personally identifiable information, or to other computers or websites connected or linked to the Service,
- 7.13. make available any virus, worm, spyware, or any other computer code, file, or program that may or is intended to disable, overburden, impair, damage, or hijack the operation of any hardware, software, or telecommunications equipment, or any other aspect of the Service or communications equipment and computers connected to the Service,
- 7.14. interfere with or disrupt the Service, networks, or servers connected to the Service or violate the regulations, policies, or procedures of those networks or servers,
- 7.15. violate any applicable federal, state, or local laws or regulations (including the laws of the jurisdiction in which you are located) or the terms of this Agreement,
- 7.16. assist or permit any persons in engaging in any of the activities described above, or

8. **Support for cryptocurrencies, tokens and/or assets**

- 8.1. We retain the right, in our sole discretion, to determine whether to support transfer, store or offer a trading pair of a particular cryptocurrency, token or asset and may discontinue or terminate any support of any asset at any time for any or no reason. Unless otherwise required by law or law enforcement, we will make our best efforts to notify our Account Holder of our decision to cease to support an asset. If we cease to support transfer or storage of a specific asset, we will use commercially reasonable efforts to notify Account Holders at least 30 days prior so as to afford the Account Holder with an opportunity to transfer the asset from their Wealthy 9x Account to an External Address prior to our support ceasing. If the Account Holder does not transfer the asset out of their Wealthy 9x Account prior to the cessation of support for such Crypto by us, the funds associated with such Crypto may be lost due to the Account Holder's inability to access, transfer or otherwise control it. We will not be liable to the Account Holder for any losses, liability or expenses related to its decision to cease any support for any asset.

9. **Orders and rebalancing**

- 9.1. **General**

All c Order instructions and associated trades are completed with the intention to be perfectly matched, however, given the inherent volatility in Cryptocurrency markets we cannot guarantee this. Due to trade sizing, some transactions require rounding in Order to complete a trade instruction.
- 9.2. **Risks of slippage**

Trade slippage may occur despite our best efforts to ensure accurate trade pricing. Slippage relates to buy, sell and rebalancing trades that are both manual and automatic in nature. In certain instances, slippage losses may occur on behalf of the Customer.

9.3. Orders

All Orders are conducted in accordance with the electronic instructions issued by Users through the Platform. By using the Wealthy 9x Platform, You agree to the following:

- 9.3.1. You acknowledge and unconditionally consent to Wealthy 9x processing a transaction for the use of the Wealthy 9x Platform.
- 9.3.2. You authorise Wealthy 9x to transfer any deposited assets and/or funds to an offshore jurisdiction if needed, in order to enable us to act on your instructions with regard to transacting on our platform.
- 9.3.3. You enable and provide consent to us to:
 - i. act as a digital agent and deal on your behalf,
 - ii. trade the Cryptocurrencies on your behalf,
 - iii. Package transactions with other Clients,
 - iv. authorise any transaction that may be required to purchase or sell the Cryptocurrencies,
 - v. rebalance and reconstitute your Package holdings.
 - vi. perform the Services under this Agreement, and
 - vii. enter into transactions on your behalf in order to fulfil our obligations.

9.4. Irreversibility of transactions

Each Order entered on the Platform is irrevocable and binding on the Customer. We cannot and will not reverse an Order to the extent that it has been matched with one or more other Orders.

9.5. Matching of Orders

When a User makes an Order, that Order is “matched” with an available Order in our Global Matching Liquidity Pool. The matching of Orders is subject to the following:

- 9.5.1. The Platform will only perform full/complete Orders. There will be no partial Order fills. An Order that you make will be executed at the best available price that can be obtained.
- 9.5.2. Where an Order has not been matched, we may in our sole and absolute discretion cancel the Order.
- 9.5.3. We shall at all times be entitled to operate on the basis that each Order is correct and does not contain any errors.
- 9.5.4. Each Order will be confirmed to the Customer using the Platform’s record-keeping functionality which can be viewed by the Customer using the Customer’s Account Portal.

9.5.5. We record the details of every Order undertaken for a Customer including the tracking numbers of all Cryptocurrency provided to a Customer.

9.5.6. Wealthy 9x has the right at any time to refuse to accept a Customer's Order without any liability.

9.6. **Rebalancing and Reconstitution**

We reserve the right to periodically rebalance Your Packages according to our package investments or at our sole discretion. In extreme circumstances, We reserve the right to halt or alter the rebalancing procedure at our sole discretion. Any rebalancing trades will be executed at market prices.

9.7. **Erroneous account crediting**

In the instance where you ascertain that either Fiat Currency or Cryptocurrency has been erroneously credited to your Wealthy 9x Account, you agree to advise us of this as soon as reasonably possible to allow us to investigate, and if deemed necessary, debit your Wealthy 9x Account in order to correct the error.

9.8. **Bank cut-off times**

By using the Platform, you agree and acknowledge that banks have cut-off times, after which they will not accept same-day payment instructions. It is your sole responsibility to make yourself aware of and comply with any applicable cut-off times.

9.9. **Sufficient reserve requirement**

You are required to retain sufficient Fiat Funds or appropriate Cryptocurrency in your Wealthy 9x Account to satisfy any open Orders and applicable Wealthy 9x Fees. In addition, there may be limits on the amounts that you are able to withdraw on a daily or other periodic basis.

10. Fees

10.1. **General**

A full list of Wealthy 9x Fees can be found at www.wealthy9x. Wealthy 9x may charge a fee payable by the User to Wealthy 9x. All Fees defined above are paid to Wealthy 9x in the form of the Fiat Currency or the Cryptocurrencies applicable to that particular transaction.

There are four types of Fees:

- i. a **deposit fee**, payable whenever a deposit in a fee bearing Fiat Currency or deposit method is completed, this is usually defined as a fixed amount or percentage of the transaction value,
- ii. a **trading fee**, payable on the purchase and sale of each Cryptocurrency or Crypto Package, that is normally defined as a percentage of the total transaction value,
- iii. a **rebalancing and reconstitution fee**, payable whenever a Crypto Package is rebalanced or reconstituted, that is defined as a percentage of the transaction value, and
- iv. a **withdrawal fee**, payable whenever a withdrawal is completed, that is defined as a fixed amount or percentage of the transaction value.

10.2. **Withdrawal Fees**

We shall make withdrawal payments to you in full unless:

- i. we are required by law to deduct sums in respect of taxation, or
- ii. we are or we will be owed amounts which are incurred in respect of transfer charges that may be levied.

10.3. Right to amend fee structure

Wealthy 9x reserves the right to change the fees from time to time at our sole discretion.

11. Funding

- 11.1. In order to transact on our Platform, an Account Holder must first fund their Account. The digital currencies accepted on the Website may either be Cryptocurrencies or Fiat currency in digital form, as accepted by us from time to time.
- 11.2. We do not permit any Account Holder to fund their Account by means of a cash deposit or cheque deposit. In this regard, should an Account Holder attend to depositing funds by means of cash or cheque, Wealthy 9x shall charge a handling fee calculated as mentioned of the total amount deposited.
- 11.3. An Account Holder may receive Cryptos into their Wealthy 9x Account by using the Cryptocurrency address that is generated when selecting a Cryptocurrency to deposit. We are not responsible for any Cryptocurrencies that are sent to the incorrect address.

Withdrawals:

- 11.4. You, as an Account Holder, can withdraw Cryptocurrencies by transferring them from its Wealthy 9x Account to an address not controlled by us. We are not able to reverse any transfers and will not have any responsibility or liability if the Account Holder has sent a Cryptocurrency to an incorrect address, improperly formatted, erroneous or intended for a different Cryptocurrency.

- 11.5. We will process withdrawals when requested by the Account Holder shortly after receipt of the requested withdrawal.
- 11.6. The Account Holder shall be responsible for:
- 11.6.1. paying all fees charged by any third-party service provider associated with any External Address as well as for paying any fees charged by us for any transfer or service provided. We reserve the right to change or update our fees at any time and will update these fees at the aforesaid link as and when may be required in its sole and absolute discretion. Cryptocurrency deposits from an external wallet to fund a Wealthy 9x Account may incur substantial transaction or mining fees prior to reaching your Wealthy 9x Account. These fees are not charged or levied by us and are borne solely by the sender and are subject to change without notice. We do not accept any responsibility for network-related charges,
 - 11.6.2. ensuring that any deposits or withdrawals are handled in compliance with Wealthy 9x requirements or third party service provider requirements,
 - 11.6.3. ensuring that the address to which any Cryptocurrency is to be transferred is properly formatted and suitable for the Cryptocurrency being transferred, and
 - 11.6.4. ensuring that there are no errors in any of the deposit or withdrawal instructions. In the event that an Account Holder fails to comply with any of these requirements the transferred Cryptos may be permanently lost.
- 11.7. Wealthy 9x may impose limits on the amount of any deposits or withdrawals, or suspend or terminate the ability to transfer Cryptocurrencies into or out of an Account Holder's Wealthy 9x Account in order to comply with applicable laws or regulations, an order from law enforcement or other governmental authority, or otherwise at Wealthy 9x discretion.
- 11.8. **Use of external entities**
For certain countries, Wealthy 9x may use external entities, which may or may not be affiliated with Wealthy 9x, for the purposes of successfully exchanging and/or trading Fiat Currency to Cryptocurrency, or vice versa, in order to fulfill your Order to withdraw from your Account.
- 11.9. **Payment deductions**
We shall make payments in the relevant Fiat Currency and Cryptocurrency to you and shall credit your Account in full unless:
- i. it is required by law to deduct sums in respect to taxation, or
 - ii. we are owed amounts which are incurred through transfer charges that may be levied.
- 11.10. **Acceptance of Responsibility**
By using the Wealthy 9x Platform, you agree to the following:

- i. You warrant that you are fully responsible for any Cryptocurrency wallet that you have linked to your Wealthy 9x Account for the purposes of receiving Cryptocurrency withdrawn from the Platform, and
- ii. You warrant that you are fully responsible for any Cryptocurrency wallet that you use for the purposes of sending Cryptocurrency deposited to your Wealthy 9x Account. If you receive a deposit that you did not initiate, you must inform us at the first available opportunity after becoming aware of the deposit.

12. Rewards programme

Wealthy 9x reserves the right to offer promotional programs at our sole discretion. These programs are subject to the separate Promotional Terms and Conditions that can be found on the Wealthy 9x Website.

13. No financial advice

Under no circumstances does any information contained on the Wealthy 9x Website, or provided to you through your Wealthy 9x Account by any means or by any employee, agent or affiliate of Wealthy 9x, constitute financial, investment or other professional advice.

You are solely responsible for any decisions to buy, sell or store Cryptocurrencies. Any such decisions ought to take into account your risk tolerance and financial circumstances. Always consult your legal or tax professional in relation to your specific situation.

14. Customer representations

14.1. Warrant

You represent and warrant as at the date of each transaction that:

- i. you are acting as principal in respect of the Order and are not acting for another person,
- ii. you have full power and authority to enter into the Order and are the beneficial owner of all monies paid or to be paid free from any charge or encumbrance,
- iii. the information provided by you in relation to the Order (and all KYC and AML documentation provided by you) is, at the time of the Order, complete, accurate, current and not misleading and that any further information requested by us is complete, accurate, current and not misleading in all material respects,
- iv. you have not relied upon any representation or warranty given by any other person (including without limitation Wealthy 9x) in entering into the Order, and
- v. if you are married in community of property, or become married in community of property, or any similar marital status, you confirm and warrant that your spouse is aware of the implications of using Our Platform. We will not be held liable for any ultra vires or unapproved actions, including if Cryptocurrencies are purchased or sold without proper marital consent.

14.2. Commingling

You acknowledge that invested funds may be commingled with those of other Customers of ours.

14.3. Fiduciary rights

You shall have no fiduciary rights or claims against Wealthy 9x banking partners, Cryptocurrency exchanges, or e-wallet service providers in respect of any of our funds held in such accounts.

14.4. Interest payments

You acknowledge that Wealthy 9x is under no obligation to pay interest on any funds held on your behalf in any Account.

15. Your conduct

By using the Wealthy 9x Platform in any capacity, you agree to the following:

15.1. Malware

You agree not to upload, post, email or otherwise send or transmit any material that contains viruses, Trojan horses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Platform.

15.2. Password protection

You agree and undertake to keep your username and password confidential, not to disclose your password to any other person and not to permit any other person to log in to the Platform using your username and password.

15.3. Networks and Servers

You agree not to interfere with the servers or networks connected to the Platform or to violate any of the procedures, policies or regulations of networks connected to the Platform, including these Terms and Conditions.

15.4. General

You also agree not to:

- i. attempt to reverse engineer or sell, export, license, modify, copy, distribute or transmit the Wealthy 9x Platform to any third party, or jeopardise the correct functioning of the Platform, or otherwise attempt to derive the source code of the software (including the tools, methods, processes and infrastructure) that enables or underlies the Platform,
- ii. attempt to gain access to secured portions of the Platform to which you do not possess access rights,
- iii. impersonate any other person while using the Platform,
- iv. conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the Platform,
- v. resell or export the software associated with the Platform,
- vi. use the Platform to generate unsolicited advertisements or spam; or
- vii. use any automatic or manual process to search or harvest information from the Platform, or to interfere in any way with the proper functioning of the Platform.

16. Restriction, suspension and termination

By using and accessing the Platform, you agree that We reserve the following rights:

- 16.1. The right to refuse or prevent your access to the Platform in accordance with applicable laws for any reason at any time if in our sole and absolute discretion, you violate or breach any of these Terms,
- 16.2. The right to suspend, amend, disable or terminate your Account without giving you notice or any reason,
- 16.3. The right to cancel or amend any Order without notice to you. Where an Order is cancelled or amended, we will effect a refund as deemed appropriate in our sole discretion,
- 16.4. The right to amend or update the Platform, fees, any Order, billing methods or these Terms, and
- 16.5. The right to report you to the relevant authorities or other judicial body if we believe in our sole and absolute discretion that your conduct whether in using the Platform, making an Order for any goods or otherwise is or may be unlawful.

17. Intellectual property rights

17.1. License

Our Service is licensed, not sold, to you for use only under the these Terms. Subject to your complete and ongoing compliance with this Agreement, we will grant you a personal, limited, revocable, non-transferable license to access and use our Service solely for your personal use as permitted by this Agreement.

17.2. Content

The content that you may access on or through our Service, including, without limitation, any text, graphics, photos, software, and interactive features, may be protected by copyright or other intellectual property rights and owned by us or one of our third party licensors. You may not copy, reproduce, upload, republish, transmit, create derivative works of, publicly perform, or distribute any materials from our Service in any way without prior express written permission from a Wealthy 9x team member. You may not modify or use any materials obtained from or available through our Service.

17.3. Marks

The trademarks, design marks, service marks and logos used and displayed on our Service are our registered and unregistered trademarks or service marks. Other product and service names located on the Service may be trademarks or service marks owned by third parties. Nothing on the Service or in this Agreement should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on this Service without our prior express written consent. You may not use the Trademarks to disparage Wealthy 9x or the applicable third party or in any manner, using commercially reasonable judgment, that may damage any goodwill in the Trademarks. You may not use any trademarks as part of a link to or from any service without our prior express written consent.

18. Rectification of errors in transactions

- 18.1. We may, at its option and discretion, attempt to correct, reverse or cancel any withdrawal, deposit, transfer, purchase or sale transaction with respect to which we have discovered that there was an error, whether such error was by you, us or a third party. The Account Holder hereby authorises us to attempt any such correction, reversal or cancellation as contained herein. We provide no guarantee or warranty that any such attempt will be successful and will have no responsibility or liability for the error or any correction attempt.

19. Default of agreement

19.1. General

Without limiting any other provision contained herein, we reserve the right to terminate, close out or reverse an Order without notice to you if:

- 19.1.1. you materially breach any of these Terms and Conditions or fail to comply with your obligations to us or are in breach of any statute, regulation, rule or guideline applicable to you or us, or

- 19.1.2. it becomes or may become unlawful for us to maintain or give effect to all or any of the obligations under these Terms or otherwise to carry on our business or if we are requested to close out an Order by any regulatory authority whether or not the request is legally binding or we, in our sole and absolute discretion, consider it desirable or necessary to do so for your own protection, or
- 19.1.3. in the event that you become unable to meet your obligations as they become due or have a bankruptcy petition or similar action presented against you or you propose a form of compensation arrangement to your creditors or if you cease or threaten to cease all or part of your business, or
- 19.1.4. any of the events specified above or anything comparable thereto occurs under the laws of any applicable jurisdiction.

20. Security and asset custody

Although we has taken measures to protect the information and Accounts of all our Users, we will not be responsible for any loss or consequences caused by your failure to comply with the below Account Security provisions.

20.1. Key storage

We securely store your private keys, in a combination of online and offline storage according to first-grade security protocols. As a result of our security protocols, it may be necessary for us to retrieve private keys or related information from offline storage in order to facilitate a transaction in accordance with your instructions, and you acknowledge that this may delay the initiation or crediting of such transaction.

20.2. Third-party access

Whilst we have implemented commercially reasonable technical and organisational measures to secure your personal information from unauthorised use, we cannot guarantee that unauthorised third parties will never be able to defeat these measures. You acknowledge that you provide your personal information at your own risk.

20.3. User risks

We implement industry standard protections. Nevertheless, there are account-level risks that are created by individual user actions. We accept no liability for user-level risks. By using our Platform, you agree to independently take safety precautions to protect your own Account and Personal Information.

20.4. Sharing passwords

You shall be solely responsible for the safekeeping of your Wealthy 9x Account, password and relevant details and for all activities under your Wealthy 9x Account.

20.5. Account use

You are the only person who may use and operate your Account. We reserve the right to suspend, freeze or cancel Accounts that are used by persons other than the persons whose names they are registered under. Accordingly, we will not take legal responsibility for these Accounts.

20.6. Other

You hereby agree that:

- 20.6.1. You will notify us immediately if you are aware of any unauthorised use of your Wealthy 9x Account by any person or any other violations to the security rules,
- 20.6.2. You will strictly observe the security, authentication, dealing, charging, withdrawal mechanism or procedures of the Website/Services, and
- 20.6.3. You will log out from the Website by taking proper steps at the end of every visit.

21. Cryptocurrency title

- 21.1. All Cryptocurrencies held in your Account are custodial assets held by Wealthy 9x for your benefit. Among other things, this means that:
 - 21.1.1. **Title and associated risks**

Your title to any Cryptocurrency shall at all times remain with you and shall not transfer to Wealthy 9x. As the owner of Cryptocurrencies in your Wealthy 9x Account, you shall bear all risk of loss of such Cryptocurrency. We shall not have any liability for fluctuations in the Fiat Currency value of Cryptocurrencies held in your Cryptocurrency Account.
 - 21.1.2. **Control**

You control the Cryptocurrencies held in your Account. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your Cryptocurrency by sending it to a different blockchain address provided that is managed and controlled by you.
 - 21.1.3. **Blockchain addresses**

In order to securely custody assets, we may use shared blockchain addresses, controlled either directly by us or an affiliated entity held on behalf of you and/or held on behalf of us. We shall not have any obligation to segregate Cryptocurrencies owned by you from Cryptocurrencies owned by other Customers or by any affiliate of Wealthy 9x using blockchain address.

22. Consent to electronic communications

By using the Service, you consent to receiving certain electronic communications from us as. Please read the Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications relating to the Service or this Agreement that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

23. Privacy and data protection

You provide us with information when you register for an Account. We collect information relating to you, for example on your usage and purchase history. Any information that you submit or that we collect when you are using the Platform is subject to our privacy policy, the terms of which are hereby incorporated into these Terms.

After you have withdrawn your full funds balance from your Wealthy 9x account your account data, including transaction histories, will remain accessible for the period of 5-years. Thereafter, your personal data may be deleted and removed from our database.

24. Feedback and complaints

Wealthy 9x continually seeks to evaluate and develop our product and welcome feedback from the user community. Any feedback submissions made to Wealthy 9x or our employees about any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively “Feedback”) are subject to the following terms, regardless of the contents of any accompanying communications. Accordingly, by sending Feedback to us, you agree that:

24.1. Obligations

We have no obligation to review, consider, or implement your feedback, or to return to you all or part of any feedback for any reason.

24.2. Non-confidentiality

Feedback is provided on a non-confidential basis, and we are not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way, and

24.3. Permissions

You irrevocably grant us perpetual and unlimited permission to reproduce, distribute, publicly display, communicate to the public, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), make available, create derivative works from, retransmit from external sites, and otherwise exploit and use the feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody feedback, whether in whole or in part, and whether as provided or as modified.

24.4. Complaints

If you feel dissatisfied with any aspect of our service, then in the first instance please contact us

We will immediately carry out an independent investigation of your complaint.

25. Dispute resolution

25.1. Generally

In the interest of resolving disputes between you and Wealthy 9x in the most expedient and cost-effective manner, you and Wealthy 9x agree that any dispute arising out of or related to this Agreement or your use of the Service will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This Agreement to arbitrate disputes includes all claims arising out of or in any way related to this Agreement or your use of the Service, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement. You understand and agree that, by entering into this Agreement, you and Wealthy 9x are each waiving the right to a trial by jury or to participate in a class action and that this Agreement shall be subject to, governed by and construed in accordance with English law and the arbitration act of 1996.

25.2. Exceptions

Notwithstanding Section 24.1 above, you and Wealthy 9x agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents.

25.3. Arbitrator

Any arbitration between you and Wealthy 9x will be governed by the Arbitration Act of 1996 and any ***other relevant legislation*** (collectively, “ Arbitration Rules”) of the ***relevant authority (“acronym”)***, as modified by this Agreement.

25.4. Notice Process

You and Wealthy 9x further agree:

- 25.4.1. to attempt informal resolution prior to any demand for arbitration,
- 25.4.2. that any arbitration will occur in England, United Kingdom,
- 25.4.3. that arbitration will be conducted confidentially by a single arbitrator, and
- 25.4.4. that the courts have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Terms and the laws of the United Kingdom, without giving effect to any conflict of law principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, you and Wealthy 9x will not commence against the other a class action, class arbitration or representative action or proceeding.

25.5. Jurisdiction

Any dispute or claim arising out of or in connection with such matters, including non-contractual disputes or claims, will be subject to the exclusive jurisdiction of the registered country.

25.6. No Class Actions

You and Wealthy 9x agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and Wealthy 9x agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

25.7. Modifications to this Arbitration Provision

Except as otherwise provided in this Agreement, if Wealthy 9x makes any future change to this arbitration provision, other than a change to Wealthy 9x address for notice, then you may reject the change by sending us written notice within 30 days of the change to Wealthy 9x address for notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Wealthy 9x.

25.8. Enforceability

If any court or competent authority decides that any part of these Terms are invalid, unlawful or unenforceable to any extent, such term shall to that extent only, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.