

eTERMS OF USE

1. INTRODUCTION

This website is owned by CIFDAQ BLOCKCHAIN ECOSYSTEM IND LTD (“CIFDAQ”, “Company”, “We”, “Us”, “Our”,) which term shall include its parent, operators, partners, licensee, successors, subsidiaries and/or affiliates.

These Terms of Use are the terms (“Terms”) on which you may make use of our website www.cifdaq.in and the associated mobile and software applications (collectively called “Online Platforms”). The underlying technology in the Platform is owned by CIFDAQ BLOCKCHAIN ECOSYSTEM IND LTD, a private limited company registered under the Companies Act, 2013 (CIN - U62011MH2024PLC422538).

By accessing, downloading, using the Online Platforms, you are accepting this agreement as well as **Know your Customer(KYC)- Anti Money Laundering (AML) T&C** (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) to be bound by these Terms. We reserve the right to modify any Term, at any point in the future, without prior notice to you. Your continued usage of the Online Platforms will serve as your acceptance of the revised Terms. YOU ACKNOWLEDGE AND AGREE THAT: (1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF VDAs AND THEIR DERIVATIVES; (2) YOU SHALL ASSUME ALL RISKS RELATED TO TRANSACTIONS RELATED TO THE SAME; AND (3) COMPANY SHALL NOT BE LIABLE FOR ANY RISKS OR ADVERSE OUTCOMES FROM SUCH TRANSACTIONS; (4) YOU HAVE UNDERTAKEN YOUR OWN DUE DILIGENCE AND FULLY UNDERSTAND THE RISKS ASSOCIATED WITH VIRTUAL DIGITAL ASSETS (VDA) AND ASSUME ALL RESPONSIBILITY FOR SUCH RISKS. (Undertaken and understand the risk associated with VDA)

Disclaimer: Virtual Digital Assets products are not regulated and carry a high level of risk. Losses incurred from such transactions may not be subject to regulatory recourse.

In the event that applicable laws, including those resulting from judicial or executive orders, change to make the dealing, trading, holding, or storing of cryptocurrencies illegal or invalid in India, these Terms shall be automatically terminated as of the date such invalidity or illegality takes effect, without further notice or recourse to the User. You acknowledge and agree that you are fully informed about the current government and regulatory status of cryptocurrencies in India and the associated risks of engaging in, trading, or storing them.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT CIFDAQ IS NOT A FINANCIAL INSTITUTION, BANK, CREDIT UNION, CUSTODIAN TRUST, HEDGE FUND, BROKER, OR INVESTMENT ADVISOR, AND IS NOT SUBJECT TO THE SAME LAWS, REGULATIONS, DIRECTIVES, OR REQUIREMENTS GOVERNING SUCH ENTITIES. YOU FURTHER ACKNOWLEDGE AND AGREE THAT NEITHER ORAL NOR WRITTEN INFORMATION OR ADVICE PROVIDED BY CIFDAQ, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, NOR ANY INFORMATION OBTAINED THROUGH THE SERVICES, SHALL CONSTITUTE INVESTMENT OR FINANCIAL ADVICE. YOU ARE SOLELY RESPONSIBLE FOR ALL TRADING DECISIONS MADE BY YOU WHILE USING THE SERVICES

You must read these Terms and Key Terms of Products, in conjunction with our Privacy Policy which governs the collection and processing of personal data, and the know your customer policy which sets out the terms regarding identity verification of our Users and the procedures followed for identification and reporting of prohibited/illegal activities. The Company is an Indian company registered with the Financial Intelligence Unit bearing No. _____ and exchange and allied services to Indian User(s).

CIFDAQ is solely a technology platform, and you are entirely responsible for ensuring the legal, regulatory, and tax compliance of all transactions conducted by you through the services, in accordance with the Terms. We urge you to read our **Risk Disclosure**.

2. DEFINITIONS

1. "VDA Wallet" means an online address accessible through the Online Platforms and controlled and operated by a User for storage of their Digital Assets.
2. "Content" means any information, text, graphics, or other materials uploaded by the Company or the Users, which is accessible on the Online Platforms.
3. "Virtual Digital Assets (VDA)" refers to any information or code or number or token (not being Indian currency or foreign currency), generated through cryptographic means or otherwise, by whatever name called, providing a digital representation of value exchanged with or without consideration, with the promise or representation of having inherent value, or functions as a store of value or a unit of account, including, its use in any financial transaction or investment, but not limited to, investment scheme, and which can be transferred, stored or traded electronically. VDAs include a non-fungible token or any other token of a similar nature, by whatever name called or any other digital asset as the Central Government may specify, including but not limited to Bitcoin, Litecoin, Ethereum, Ripple, etc., as well as proprietary coins and tokens (including Non-Fungible Tokens)
4. "Fiat Wallet" means an online address accessible through the Online Platforms and operated by a User for the storage of the User's fiat currency holdings.
5. "Funds" refers to both VDA and fiat currency, as the case may be.
6. "Linked Bank Account" refers to any bank account owned and operated by the User and held with a scheduled commercial Bank, whose details were provided by the User during the activation process as mentioned herein.
7. "Licensee, Partner or Operator" refers to any and all parties that are authorized by the Company, including but not limited to legal persons, corporate organizations and/or third party service provider(s) to provide Services and are responsible for such services. IN CASE OF A DISPUTE, YOU SHALL BE REQUIRED TO DETERMINE THE ENTITIES BY WHICH THESE TERMS ARE PERFORMED.
8. "Sanctions Lists" has the same meaning ascribed under the law.
9. "User" is any natural or juristic person who uses the Online Platforms and avails the Services. Users may also be referred to as "you" or "your".

3. SERVICES

1. The Company is merely a technology platform allowing Users to carry out transactions in accordance with his/her choice, and any interactions with any third-party websites.

2. The Online Platforms provide access to a VDA exchange for:
 - (i) online trading of your VDAs by the use of fiat currency or any VDAs,
 - (ii) enabling transaction of Funds which include deposit and/or withdrawals,
 - (iii) online storage and custody of your VDA
 - (iv) offer allied services, products or contest on services and/or products related to VDA, and/or
 - (v) Any other services or products offered by the Company and/or its Operator (collectively referred to as the "Services") are subject to specific terms and guidelines, which you must review alongside these Terms as available on the Online Platforms. All transactions are initiated exclusively by the User's own actions, with no intervention or involvement from the Company at any time.
3. You hereby agree and understand that in order to facilitate any request/ transaction on the Online Platforms, the Company, in order to process such a request or effectuate the settlement of any transaction, may be required to avail the services of third-party exchanges/ wallet providers or other VDA service providers and the User hereby consents to the same. In the course of providing such Services, at any time, the Company may require you to provide or execute any other document in order to be compliant to its policies or law of the land.
4. You agree to read all product/service level FAQs and/or terms for such products/services and/or contest around such products/services including applicable fee and process or timelines for any related rewards.
5. We are committed to safeguarding the Online Platforms, as much as possible. For that reason, we reserve the right to make changes to the Online Platforms for maintenance at any time. We do not warrant that your use of the Online Platforms will always be available/ uninterrupted and only strive to provide you with a minimum downtime. However, we will not be liable to you, including without limitation, for any losses incurred due to volatility of prices of the VDA if for any reason the Online Platforms are unavailable at any time or for any period. We may suspend, withdraw, discontinue, or change all or any part of the Online Platforms without notice.
6. You agree not to: circumvent, remove, degrade, deactivate, or thwart any of the contents of our service.. You also agree not to decompile, reverse engineer, and disassemble any software or other products or processes accessible through our service. Additionally, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy, or limit the functionality of our service. We may terminate or restrict your use of our service if you violate these Terms or engage in any illegal or fraudulent use of our service.
7. There are legal requirements in various countries which may restrict the products and services that the Platform can lawfully provide, hence some products and offerings may be restricted in certain jurisdictions or regions or to certain users. You shall be responsible for informing yourself about and observing any restrictions and/or requirements imposed with respect to the access to and use of the Platform and the Services in each country from which the Platform and the Services are accessed by you.

4. REGISTERED ACCOUNT

1. You may register for the Services either directly or through a third-party service, such as Gmail, Hotmail, or another email provider, via our mobile application. Upon registration, an account will be created using the information provided (which will become part of your Account Information). To access any Services, you must activate your account ("User Account") by completing the Know Your Customer ("KYC") identity verification process and fulfilling any other requirements as outlined during the user onboarding journey, in accordance with our Company policy, Anti-Money Laundering ("AML") regulations, and applicable law in accordance with our Company policy and applicable law. By creating a User Account, you agree to comply with all KYC and AML terms as required by law and Company policy. You are solely responsible for maintaining the security of your account and agree not to share your password/ PIN/ Login & transaction Credentials with any third party. Any activities or actions undertaken using your password will be deemed to have been authorized by you, regardless of whether you were personally involved. You must promptly notify us of any unauthorized use of your password or account by contacting us at support@cifdaq.in as soon as you become aware of such a breach. Furthermore, without limiting any other provisions of these Terms, you are prohibited from using false identities, impersonating any person, or utilizing a username or password that you are not authorized to use.
2. You represent and warrant that: (A) you are competent to contract i.e. (i) if you are an individual, that you are over eighteen years of age or have attained the age of majority as per applicable law, or (ii) that if you are registering on behalf of any entity, that you are authorized to enter into, and bind the entity to, these Terms and register for the Services, in accordance with the applicable laws including applicable laws of the jurisdiction you are a resident of and (B) you are: (i) not included in any Sanctions List(s); C) your membership has not been previously suspended or terminated by us for any reason whatsoever; and (D) your use of Services will not violate any and all laws and regulations applicable to you. The Company may require You to submit or execute any document as required under law at any time with respect to contents hereof.
3. Note in the event you are a legal entity or representing any legal entity, you are also required to inform the Platform so relevant requirements are complied with by you. You are prohibited to use the Services for resale or commercial purposes, including transactions on behalf of other persons or entities.
4. If we change the eligibility criteria for our Services and you no longer comply with the new eligibility criteria, we may close your User Account without any liability for us. You are solely responsible for ensuring that you are in compliance with these Terms and with all laws, rules, and regulations applicable to you. We are not liable for any losses or other consequences of unauthorized use of your User account.
5. You are responsible for maintaining the confidentiality of your User account login information and for all activities conducted under your User account, including compliance with applicable laws. You agree to promptly notify CIFDAQ of any unauthorized use or suspected unauthorized use of your user account, or any other security breach. CIFDAQ will not be liable for any loss or damage resulting from your failure to meet these responsibilities. CIFDAQ disclaims any liability for issues arising from compromised or unauthorized use of your user account, or for any claims or actions related thereto.

6. You are solely responsible for ensuring that your use of the Services is in compliance with all laws, rules and regulations applicable to you and the right to access the Services is automatically revoked where use of the Services is prohibited or to the extent that the offering, sale or provision of the Services conflicts with any law, rule or regulation applicable to you.
7. CIFDAQ is required to avail services from third parties, the charges associated with them may be levied upon the user.

5. WALLET

1. Upon activation of your User Account, a Fiat Wallet and a VDA Wallet is created for effecting transactions, and you are required to maintain a minimum balance of Funds in your Wallets before you initiate an order and/or transaction. We reserve the right to refuse to execute any order and/or transaction initiated by you, if they are in contravention to our policies or any direction from a law enforcement agency.
2. You are solely responsible for effecting any transactions involving the Wallet and it shall be your responsibility to disclose the proper source of funds.

6. TERMS GOVERNING THE FIAT WALLET

1. Fiat Wallet has been provided to you to store your FIAT holdings. Funds held herein can only be used to purchase VDA and any sale proceeds of any VDA will be credited into this FIAT Wallet, less the applicable Transaction Fee. No interest would be payable on the balance in the FIAT wallet.
2. In case you wish to acquire VDA using fiat currency you will be required to transfer Funds from your Linked Bank Account to your Fiat Wallet first. Your Fiat Wallet will reflect funds transferred to it within 3 working days of such transfer being initiated, subject to any delays in the relevant banking channels.
3. You may withdraw the Funds held in your FIAT Wallet, by making a formal request to transfer such Funds into the Linked Bank Account, through the Online Platforms at any time ("Withdrawal Request"); this may take 3 working days from the date of such request being made, subject to any delays in the relevant banking channels.

7. TERMS OF VDA WALLET

1. A VDA Wallet has been provided to you wherein your VDA may be stored. You agree and understand that VDA Wallet Services are provided by third party custody service providers, with their own applicable cyber security and data protection norms. You must familiarize yourself with their terms and policies, which may apply to you. You agree to not hold the Company liable, for any loss caused to you, due to a fault/ malfunction in the services of such third-party custody service providers
2. Funds held in this Wallet may be used to purchase another VDA and any sale proceeds obtained in the form of VDA will be credited only into this Wallet.

3. You are permitted to withdraw Funds held in this user account, provided such Funds can only be transferred to another VDA wallet (“External Wallet”). You may be required to verify that you own and operate the External Wallet before your withdrawal request is accepted, and any transaction initiated by you in this regard, shall be deemed to be as per your instructions, discretion and valid consent.
4. You are not permitted to transfer, store or receive any VDA not supported by our Online Platforms. The Company shall not be liable for any losses suffered by you in connection with such attempts to transfer VDA.
5. You remain the owner of the VDA held by you in the VDA Wallet at all times, whether the VDAs are deposited by you in the VDA Wallet, purchased by you through the Online Platforms, or otherwise. Further, VDAs held by you in the VDA Wallet are not recorded in our books of accounts as assets under our ownership. Without prejudice to the foregoing, to enable your use of the Online Platforms: (i) we act as the custodian of your VDAs, which are held by us for you; (ii) as such custodian, we act on Users instructions to execute trades and transfers of such VDA on your behalf; (iii) the VDAs in your VDA Wallet may be pooled with other users’ VDAs and the said fact does not change the position that each user owns the VDAs in their respective VDA Wallet.

8. USER DECLARATIONS, AGREEMENTS AND DUTIES

1. You must use our Online Platforms and Services strictly for lawful purposes and in accordance with all relevant legal requirements. This means that any activity you conduct through our platforms must comply with local, national, and international laws. Engaging in illegal activities or violating legal norms while using our services is prohibited.
2. You are required to follow all the terms specified in these Terms of Service. This includes complying with various economic sanctions and regulatory requirements set forth by authorities such as the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty’s Treasury, the Hong Kong Monetary Authority, and the Monetary Authority of Singapore. If we are required to block or restrict access to funds or VDAs due to sanctions or similar government mandates, we may: (i) suspend or terminate your user account; (ii) require you to withdraw any funds or VDAs within a specified timeframe. We will not be liable for any losses or damages resulting from our compliance with these legal requirements or any other regulatory actions.
3. You are responsible for all content associated with your user Account. This means you must ensure that any information, data, or materials you create, upload, or manage within your account are accurate, complete, and maintained properly. You are liable for any issues that arise from the content you manage.
4. You must protect your User Account Information, including your login credentials, and are responsible for all activities that occur under your User Account. It is crucial to use strong passwords—ideally a combination of upper- and lower-case letters, numbers, and symbols—to prevent unauthorized access. We are not responsible for any loss or damage resulting from your failure to adhere to these security practices.

5. You must provide accurate and truthful information when using our Services, including during identity verification processes. Providing false or misleading information can lead to account suspension or other legal consequences.
6. Once an order is placed, it cannot be canceled unless it has not been executed. For orders that are partially executed, we may, at our discretion, allow the cancellation of the unexecuted portion. Once an order is fully executed, it cannot be reversed or undone.
7. You are responsible for understanding and fulfilling any tax obligations related to trading VDAs. This includes determining the tax implications of your trades and ensuring you comply with tax laws and regulations applicable to your situation.
8. Due to the inherent volatility of VDA markets, the price at which a transaction is executed may differ from the price you anticipated when placing the order. You acknowledge that fluctuations in market prices are a normal part of trading VDAs.
9. We may need to suspend trading activities due to unforeseen events or technical issues. As our Online Platforms and Services are provided over the internet, they may be subject to interruptions or fluctuations in availability, which are beyond our control.
10. We do not control the technology underlying the creation, mining, or sale of VDAs, nor do we influence their market prices, circulation, or volatility. Transactions involving VDAs are conducted directly between buyers and sellers without our intervention or control.

9. FEES & TAXES

1. Trading on the Online Platform is subject to payment of a fee on each transaction executed ("Transaction Fee"). The Transaction Fee chargeable on each trade shall be as provided in the Fee Schedule.
2. Deposit of VDAs in the VDA Wallet is currently free of charge. Deposit of fiat currency in the Fiat Wallet through any of the payment modes available; deposit and/or withdrawal of Digital Assets or fiat currency will be subject to fee or charges as stated in the Fee Schedule as available here.
3. At present, you can solely make deposits into the Fiat Wallet by legally authorized and regulated IMPS/NEFT/RTGS etc. based bank transfers. Any fees applicable to the withdrawal of fiat funds from the Fiat Wallet will be outlined in the Fee Schedule. We may introduce additional payment transfer methods in the future, and details regarding any associated fees will be made available via the Online Platforms as they become operational. Please refer to the Fee Schedule for up-to-date information on all applicable charges.
4. You understand and acknowledge that we may offer additional payment transfer methods in the future, and it shall be made available to you via the Online Platforms, as and when operational.
5. For processing of payment orders with the Company, you will be subject to the terms and conditions of services of the remitter banks or payment service providers. You shall address any issues relating to funds transfer to your respective remitter banks or payment service providers only.

6. As owners of the VDAs held by you in the VDA Wallet, you are responsible to submit any/all taxes applicable to your VDAs in connection with the use of the Online Platforms and/or the Services to the appropriate tax authority under applicable laws. In the event we are required to make any tax deductions we will carry out the same as per applicable law.
7. It is notified to the users that CIFDAQ acts as an exchange / broker for all the trades with respect to spot market transactions and shall pay applicable TDS under Section 194S within the prescribed due dates in terms of Circular No. 13 of 2022 of Income Tax Act, 1961 dated 22 June 2022. It is further clarified that with respect to all other transactions undertaken by the user with CIFDAQ either on its platform or otherwise (for example earn product, staking product, over the counter product, referral fees, user VDA fees, withdrawal charges, etc), it does not act as a broker or an exchange and all such transactions are undertaken by the user with CIFDAQ on a principal to principal basis (like peer to peer transactions) and CIFDAQ shall not have any liability to deduct and deposit TDS on such transactions on behalf of the users as Circular No. 13 of 2022 of Income Tax Act, 1961, dated 22 June 2022 is not applicable in such cases.

10. INTELLECTUAL PROPERTY RIGHTS

1. Unless otherwise specified, all Content on the Online Platform is validly owned, or licensed to the Company and are protected under the applicable copyright, trademark, design, and other applicable laws. All logos, trademarks, service marks and logos of the Company and others used on the Online Platforms, displayed on the website, ("Trademarks") are validly owned, or licensed to the Company and their respective owners. You may not copy, imitate or use them without our prior written consent.
2. The Online Platforms may at places include third party intellectual property including the software used for creating or distributing VDAs. The Company is operating these services, properties, by way of valid and effective contractual arrangements, which are binding on the Company, and by extension you, are bound by such restrictions. You are permitted to only use such limited license rights to use, access, download the Online Platforms and Services, for your personal and non-commercial use only. Any commercial use will require a license to be negotiated with the Company.

11. WEBSITE INFORMATION

1. The Content on the Online Platforms is provided for general information only and is not to be treated as investment advice. You may seek any professional advice from such persons who are skilled, licensed to render advice to you on the service offerings made available by us to you. We act only as a technology enabler.
2. 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, and any guidance you may have received from external sources.

12. DISCLAIMER AND LIMITATION OF LIABILITY

1. You expressly acknowledge and agree that use of the Services and the Online Platforms is at your sole risk. The Services and the Online Platforms are provided on an "as is" and "as available" basis.

Although we make best efforts to provide high quality Services to all our users, to the fullest extent allowed by law, we expressly disclaim and waive all warranties and conditions of any kind, whether express or implied, including, but not limited to the warranties of merchantability, title, fitness for a particular purpose and/or non-infringement. We make no warranty that the Services or the Online Platforms will meet your requirements or that the Services or your access to the Online Platforms will be uninterrupted, timely, accurate or reliable; nor do we make any warranty as to the permanent availability of any information and/or that may be stored or transferred through the Services or the Online Platforms.

2. To the maximum extent permitted by law, we will not be liable in any way for any loss or damage suffered by you through use of or access to this website, or our failure to provide this website. Our liability for negligence, breach of contract or contravention of any law as a result of our failure to provide this website or any part of it, or for any problems with this website, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to resupplying this website or any part of it to you, or to paying for the resupply of this website or any part of it to you.
3. Subject to applicable law, we, our subsidiaries, affiliates, its shareholders, its directors, officers, employees, representatives, contractors, suppliers shall not be liable for any incidental, special, punitive, consequential or similar damages or liabilities whatsoever arising out of Services, any performance or non-performance of Services or any product provided by us, whether under contract, statute, strict liability or other theory even if we, our subsidiaries, affiliates are advised of the possibility of such damages.
4. Notwithstanding any provision to the contrary in these Terms, under no circumstances shall the Company, its affiliates, or their respective officers, partners, directors, agents, employees, third parties, or suppliers be liable for any damages, claims, demands, losses, injuries, delays, accidents, costs, business interruptions, or other expenses (including, without limitation, attorneys' fees or the costs of any claim or proceeding). This includes, but is not limited to, incidental, indirect, special, punitive, exemplary, or consequential damages, such as loss of goodwill, loss of business profits, loss of fiat currency, theft or loss of cryptocurrencies or VDAs, work stoppages, data loss, computer failures or malfunctions, or any other commercial or financial losses (collectively referred to as "Losses") arising out of or related to these Terms, the Privacy Policy, the use of the Online Platform, any of its services, or the buying, selling, or trading of Virtual VDAs by any party, whether authorized by You or not. By accepting these Terms, You, and any party claiming through You, expressly release the Company, its affiliates, and their respective officers, partners, directors, agents, employees, third parties, and suppliers from any and all liability related to such Losses. This limitation of liability applies regardless of whether the alleged liability or Losses are based on contract, negligence, tort, strict liability, or any other legal theory, and irrespective of whether the Company has been advised of, or should have been aware of, the possibility of such damages or losses. Furthermore, without prejudice to the foregoing, the Company's total aggregate liability for any Losses, under any circumstances, shall not exceed INR 100/- (Rupees One Hundred Only), irrespective of the number of claims, the form of the action, or the extent of the damages incurred.
5. Notwithstanding anything to the contrary, we shall not be obligated to make any payment or take any other action under these Terms if we believe in good faith that such action may constitute a

violation, or contribute to any violation, of any applicable law and we shall not be liable to you for any claims, losses, or damages arising from our exercise of its right provided herein.

6. You acknowledge and agree that the Company is not acting as a custodian, trustee, or fiduciary with respect to any VDAs you hold or transact using the Online Platform. The Company merely provides wallet infrastructure to facilitate transactions and does not hold, control, or take ownership of your VDAs at any time. Company does not have any legal or beneficial interest in your assets. While the Company may implement reasonable cybersecurity measures, you acknowledge that Virtual Digital Assets (VDA) are inherently susceptible to risks, including hacking, phishing, and other forms of malicious attacks, which may result in the loss, theft, or compromise of your assets. In the event of such occurrences, the Company cannot and will not be held responsible for any loss or damage incurred. Furthermore, the Company assumes no responsibility or liability if the value of any VDA falls to zero, or if your assets are compromised in any manner. You agree that the Company is not liable for any loss, theft, or damage to your VDAs, and you use the wallet infrastructure provided at your own risk. By using the platform, you expressly acknowledge that the Company serves solely as an intermediary and is not responsible for the security, value, or safekeeping of any VDAs you choose to store or transact through the platform
7. You acknowledge and agree that the Company shall not be liable for any opportunity loss, notional loss, or missed trading opportunities arising from any disruption, delay, or unavailability of the Online Platform or its services, including but not limited to system maintenance, technical failures, network outages, or any other form of interruption. In the event that the value of any Virtual Digital Asset (VDA) fluctuates during a period of system disruption, you agree that the Company shall not be responsible for any loss resulting from your inability to buy, sell, or trade assets during that time. The Company does not guarantee continuous, uninterrupted access to its platform and services, and you expressly waive any claims related to lost profits, missed buying or selling opportunities, or notional losses arising from system disruptions or downtime. By using the online platform, you acknowledge that trading in VDAs involves inherent risks and that the Company is not responsible for any loss of potential economic gain due to system outages or any other event beyond its reasonable control.

13. INDEMNIFICATION

To the maximum extent permitted by Applicable Law, you shall indemnify and hold harmless us, our employees, our affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of or relating to (a) your use of our Services, (b) your breach of these Terms, or (c) your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

14. RELEASE AND WAIVER

1. To the maximum extent permitted by Applicable Law, you hereby release and waive all claims against the Company, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of the Online Platforms, its Services, Content or use of the VDAs. In addition, you expressly waive and relinquish any and all rights and benefits

which you may have under any other national, state or common law principle of similar effect, to the fullest extent permitted by law.

2. If we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

15. SUSPENSION, TERMINATION AND CANCELLATION

1. We reserve the right to suspend, block, cancel, or reverse any transaction, and/or restrict or terminate your access to our Online Platforms (even after funds have been debited from your User Account) if we determine that you have breached these Terms or any Applicable Law.
2. In the event that your User Account is closed, withdrawn, canceled, or deactivated, any remaining account balance, including any charges or liabilities owed to us, our subsidiaries, or affiliates, will become immediately due and payable. Should any charges or liabilities remain outstanding, we reserve the right to take appropriate action to recover them at our discretion. Upon settlement of all outstanding amounts owed to us (if any), you will be granted a reasonable number of business days to withdraw any remaining funds from your User account.
3. Notwithstanding the foregoing, we may retain full custody of any funds, VDAs, and user data/information in the event of an account suspension or closure due to fraud, cyber investigations, violations of applicable law, or breaches of these Terms. Additionally, any refund to the source of funds will only be processed if the amount exceeds the minimum threshold established under our internal policy.

16. JURISDICTION

These Terms of Use shall be governed and construed in accordance with the laws of India without giving effect to its principles of conflict of laws. The Parties agree to irrevocably submit to the exclusive jurisdiction of the courts situated in Mumbai, Maharashtra, India for the resolution of any disputes or differences arising from these Terms of Use.

17. GENERAL TERMS

1. You shall not assign or transfer any right or obligation that has accrued to you under these Terms, and any attempt by you to assign or transfer such rights and obligations, shall be null and void. We may assign, novate, or transfer any or all rights and obligations that accrued in our favor under these Terms, at our sole discretion, to our subsidiaries, affiliated entities, or any other third party without any restriction.
2. Force Majeure: The Company shall not be liable, and the User shall assume any and all risks and liability, in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract system bugs or cyber attack or hacks or weaknesses, earthquakes, storms or other nature-related events, blockages, embargoes, riots, acts or orders of government, actions of the government, change of laws, introduction of new law, acts of terrorism or war, epidemic, pandemic, technological change, changes to any blockchain-related protocol, any

actions or inactions of third parties and/or events experienced by third parties, e.g., bankruptcy of service providers, information security attacks on service providers, and fraud conducted by third parties, and such other similar events which are beyond reasonable control of the Company. The User acknowledges that the Company may engage the services of third party service providers in connection with the operation of the Company or provision of Services, and agrees that the Company shall not be liable to the User for any suspension, halt or interruption of the Platform, Service and/or the failure to execute any transaction on the Online Platform where such circumstances arise or result from any interruptions, errors, default or otherwise by any third party service providers of its services in connection with the operation of the Online Platform or provision of Services..

You acknowledge and agree that the Company is not acting as a custodian, trustee, or fiduciary with respect to any VDAs you hold or transact using the Online Platform. The Company merely provides wallet infrastructure to facilitate transactions and does not hold, control, or take ownership of your VDAs at any time. Furthermore, the Company assumes no responsibility or liability in the event that the value of any VDA falls to zero, or if your assets are lost, stolen, or compromised due to hacking, phishing, or any other form of unauthorized access or attack. You agree that the Company is not liable for any loss, theft, or damage to your VDAs, and you use the wallet infrastructure provided at your own risk.

By using the platform, you expressly acknowledge that the Company serves solely as an intermediary and is not responsible for the security, value, or safekeeping of any VDAs you choose to store or transact through the platform.

3. Inactivity in User Account. In the event of your inactivity/ inaction on the User Account for a considerable period of time, applicable law may require us to report the VDAs as unclaimed property to the authorities in certain jurisdictions. We will try to locate you at the address shown in our records, but if we are unable to, we may be required to deliver any such VDAs to the authorities in certain jurisdictions as unclaimed property. We reserve the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.
4. Amendments. We may revise these Terms, with or without notice, from time to time by amending this page. We urge you to review this page from time to time to take notice of any changes that are made, as they shall be binding on you. Your continued use of the Services would be deemed to be your acceptance to be bound by these Terms. If you do not agree with any part of these Terms or any amendments thereof, we insist that you stop using the Online Platforms and Services with immediate effect.
5. Governing Law. These Terms are governed by the laws of India.
6. Dispute Resolution. In the case of disputes, controversies or claims involving the Company, you and the Company agree to resolve any claims relating to this Agreement (including any question regarding their existence, validity, termination, or any services or products provided, and any representations made by us) through final and binding arbitration. You agree to first give us an opportunity to resolve any claims by contacting us on our website / mobile / desktop applications. If we are not able to resolve your claims within 60 days of receiving the notice, you may seek relief through arbitration in accordance with arbitration rules of Indian Arbitration and Conciliation Act, 1996, which are deemed to be incorporated into these Terms by reference. The arbitration tribunal

shall consist of a sole arbitrator to be appointed by Indian Arbitration Court.. The language of the arbitration hearings shall be English, and the seat of arbitration shall be Mumbai, India

7. Severability. If any portion of these Terms is held invalid or unenforceable, such invalidity or enforceability will not affect the other provisions of these Terms, which will remain in full force and effect, and the invalid or unenforceable portion will be given effect to the greatest extent possible.

18. CONTACT US

1. For general inquiries, complaints and/or giving any feedback, please email us at support@cifdaq.in.
2. In case you do not want to continue using our Services and want to deactivate your User Account with us, please contact us at support@cifdaq.in
3. If you do not agree with any provision of these Terms and wish to opt out of such provision, please write to us at legal@cifdaq.in ("Opt-out Request"). You agree that you are not entitled to use the Online Platforms or the Service till any decision is made on the "Opt-out Request".