TERMS OF USE

Last updated: <u>15 August 2023</u>

Storm Trade protocol is a perpetual futures exchange based on dvAMM (Dynamic Virtual Automated Market Maker) concept developed by the Storm Trade team on the The Open Network (TON) blockchain (as "Storm Trade", "Storm", "we", "us" and "our"), which allows the creation and trading of perpetual futures.

These Terms of Use (as the "Terms") are rules and provisions that govern your use of, and access to Strom Trade's services, application programming interfaces and source code (collectively with any materials and services available therein, and successor website(s) or application(s) thereto, the "Site": https://storm.tg), and your use of the Site and access to any and all functionality provided through or facilitated by the Site.

By accepting these Terms, you or the company or other legal entity you represent ("you", "your" or "user") become binding by these Terms of Use and agree to comply with them.

You understand and agree that Storm does not provide brokerage, custody, exchange, execution, settlement, or clearing services of any kind and is not responsible for the brokerage, custody, exchange, execution, settlement, or clearing of transactions. Storm is not a financial organization or a bank and is currently not under the supervision of any monetary supervisory authority. Therefore, your deposited crypto assets are not protected by any public authorities, including but not limited, to state insurance corporations or agencies.

Storm Trade is not licensed by any regulatory agency or authority, Storm team is a developer of the software. All transactions between users of our software are executed P2P directly between the users' TON addresses through a smart contract.

If you do not agree to be bound by these Terms, then you must not access the Site or use any of functionality.

The Terms may be updated from time to time at the Storm team's sole discretion. Changes will be effective no sooner than the day they are publicly posted. If you do not agree with the updated version of the Terms, you must quit the Site and do not use any of its functionality.

1. ELIGIBILITY

As a condition to accessing or using the Site or Storm's functionality, you represent and warrant that:

- you are at least eighteen years old and you comply with the laws and regulations of your country of residence;
- you are of legal age to accept these Terms according to your residence country legislation;
- you are not a US resident;
- you are not a resident, national, or agent of any country to which the United States, the United Kingdom or the European Union embargoes goods or imposes similar sanctions;
- you are not a member of any sanctions list or equivalent maintained by the United States government, the United Kingdom government, the European Union, or the United Nations, including without limitation the US Office of Foreign Asset Control Specifically Designated Nationals and Blocked Persons List, available at

https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists;

- you do not intend to transact with any Restricted Person or Sanctions List Person;
- you do not, and will not use VPN software or any other privacy or anonymization tools or techniques, or other means, to circumvent, or attempt to circumvent, any restrictions that apply to the Site.

If you represent a legal entity, you confirm and warrant that: (a) such legal entity is duly organized and validly exists under the applicable laws of the jurisdiction of its organization; (b) you are duly authorized by a such legal entity to act on its behalf; (c) any beneficial owner of the legal entity, director, employee, services provider or any other individual in any way connected with your company has not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC).

2. FEES

You understand that in connection with your use of Storm's functionality, you may be required to pay certain protocol fees (like, the TON blockchain fees). We will notify you about fees through the interface. Without paying these fees, you cannot use Storm's functionality.

3. NO PROFESSIONAL ADVICE

All information provided on the Site does not constitute investment advice, financial advice, or trading advice. Do conduct your own research and due diligence and consult your financial advisor before making any investment decisions.

4. WARRANTIES AND REPRESENTATIONS

You understand and agree that you, accessing and using must not engage, including but not limited, in:

- violation of any appliable laws, like anti-money laundering and anti-terrorist financing laws and sanctions programs;
- transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under applicable law;
- using of Storm's intellectual property, name, or logo, without express consent from the Storm team;
- performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your use of Storm's functionality;
- engaging in improper or abusive trading practices including: (a) any fraudulent act or scheme to defraud, deceive, trick or misled; (b) trading ahead of another user of the Storm or front-running; (c) fraudulent trading; (d) accommodation trading; (e) fictitious transactions; (f) pre-arranged or non-competitive transactions; (g) cornering or attempted cornering of any relevant contracts in a market; (h) violation of bids or officers; (i) spoofing; (j) manipulation; (k) spoofing; (l) knowingly making any bid or offer for the purpose of making a market price that does not reflect the true state of the market; or (m) entering orders for the purpose of entering into transactions without a net change in either party's open positions but a resulting profit to one party and a loss to the other party, commonly known as "money pass";

- gaining unauthorized access to Storm's functionality or another user's orders or user address;
- attempting to bypass or circumvent any security features;
- violating any law, statute, ordinance, regulation, or these Terms;
- engaging in any activity that is abusive or interferes with or disrupts our software and services (for example, DDoS attacks);
- impersonating another user of the services or otherwise misrepresent yourself.

You agree and understand that you are always responsible for your own conduct, acts and omissions. Storm is not liable for any losses that users may suffer due to making transactions or making other actions (or inactions) through or with the help of Storm's functionality. You agree to indemnify and hold harmless Storm and any of its affiliated persons against all suits, claims, costs, losses, and damages.

You are responsible for complying with applicable laws that govern your use of Storm's functionality. As a result of restrictions under the Commodity Exchange Act and the regulations promulgated thereunder by the US Commodity Futures Trading Commission, no US Person may enter into perpetual contracts using the Storm's functionality.

You understand that Storm is not registered or licensed by any regulatory agency or authority. No regulatory agency or authority has reviewed or approved the use of the Storm team-developed software.

Storm does not own or control the underlying software protocols that are used in connection with margin positions or derivatives or swap contracts or any further functionality provides. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. Storm is not responsible for the operation of the underlying protocols, and Storm does not guarantee of their functionality, security, or availability.

5.   INTELLECTUAL PROPERTY

We grant you limited, non-exclusive, non-transferable revocable permission to make use of Storm's functionality. This access shall remain in effect until and unless terminated by you or by us.

You agree not to copy, modify, rent, lease, loan, sell, distribute, perform, display, or create derivative works based on the Storm software, in whole or in part. The Storm software is not in any way sold or transferred to you.

You are solely responsible for all your *user content*, if any. You represent and warrant that you have all rights that are necessary to grant us the license rights of your user content under these Terms.

6.   COMMUNICATION

Unless the contrary is specifically provided in these Terms, any notice, instruction, request or other communication to be given to us by the user under these Terms shall be in writing and shall be sent to the email address below (or to any other address which we may from time to time specify to the user for this purpose) and shall be deemed delivered only when actually received by Storm's support team at: support@storm.tg

Any communications sent to the user (documents, notices, confirmations, statements, etc.) are confidential in all cases. You must not disclose any details to third parties about your communication with the support team.

7. LIMITATION OF LIABILITY

You acknowledge and agree that any information you send or receive during your use of Storm's functionality may not be secure and may be intercepted or later acquired by unauthorized parties. You acknowledge and agree that your use is at your own risk.

Recognizing such, you understand and agree that, to the fullest extent permitted by applicable law, neither Storm nor its affiliated persons or representatives will be liable to you for any direct, indirect, incidental, special, consequential, punitive, exemplary or other damages of any kind, including without limitation damages for loss of profits, goodwill, use, data or other tangible or intangible losses or any other damages based on contract, tort, strict liability or any other ground, resulting from the service; the use or the inability to use software and services; unauthorized access to or alteration of your transmissions or data; statements or conduct of any third party on the software and services; human errors; technical malfunctions; failures, including public utility or internet outages; omissions, interruptions, latency, deletions or defects of any device or network, providers, or software; any injury or damage to computer equipment; inability to fully access the software and services or use the software and services; theft, tampering, destruction, or unauthorized access to, images or other content of any kind; data that is processed late or incorrectly or is incomplete or lost; typing, printing or other errors, or any combination thereof; or any other matter relating to the software and services.

The access to functionality is provided on an "AS IS" and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement.

8. INDEMNITY

You agree to release and to indemnify, defend and hold harmless Storm and its affiliates, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys' fees and court costs) claims or actions of any kind whatsoever arising or resulting from your use of Storm functionality, your violation of these Terms of Use, and any of your acts or omissions that implicate publicity rights, defamation or invasion of privacy.

9. TERMINATION

The functionality of Storm may be changed from time to time and with or without prior notice to you, modified, suspended or become disabled (temporarily or permanently), in whole or in part, for any reason whatsoever. Upon termination of your access, your right to use the Storm's functionality will immediately cease. Storm and its affiliates, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities will not be liable for any losses suffered by you resulting from such modification, suspension, or termination, for any reasons.

10. RISKS

The work of Storm is linked with the inherent risks associated with cryptographic systems and blockchain-based networks (including, without limitation, sudden changes in operating rules, such

as those commonly referred to as "forks," and advances in code cracking or other technical advancements, such as the development of quantum computers, which may materially affect the work; digital assets; smart contract-based tokens; and systems that interact with blockchain-based networks. Storm team does not own or control any of the underlying software through which blockchain networks are formed.

Although we intend to provide accurate and timely information on the Site and during your use of all functionality and other information available. No representation is made as to the accuracy, completeness, or appropriateness for any particular purpose of any pricing information distributed via the Site or otherwise when using the Storm functionality.

Transactions entered in connection with the Storm functionality are irreversible and final and there are no refunds.

Storm interface may contain links to websites or services owned or operated by parties other than the Storm team (including, but not limited to, third-party crypto gateway services). Such links are provided for your reference only.

Storm interface allows a user to create a transaction. The user must independently verify the generated transaction and the address. All data displayed on the Storm interface may contain errors. Storm and any of its affiliated persons are not responsible for such errors.

The Storm team does not control the third-party content or monitor it for compliance with any requirement (e.g. truthfulness, integrity, legality). You further expressly acknowledge that third-party websites and services can be maliciously or negligently harmful, causing mistakes and/or failures.

You understand that blockchain technologies including TON blockchain technology and other associated and related technologies, are new and untested and outside of your and our control. It may cause the nonperformance, including temporary interruption or permanent termination of your access, forks, rollbacks or bugs causing loss of your crypto-assets. You represent that you understand the inherent risks associated with blockchain systems and warrant that you understand the usage and intricacies of blockchain-based software systems and crypto tokens.

You understand that crypto-assets and other blockchain technologies and associated currencies or tokens are highly volatile due to many factors, including but not limited to adoption, speculation, regulatory changes, technology, and security risks. Prices are created by supply and demand. Storm cannot influence on prices. Forks and changes in the relevant network may result in significant and sudden changes to the value and/or usability of your crypto assets.

Users are responsible for the safety of their tokens.

USERS UNDERSTAND AND ACCEPT THAT THEY TRADE ONLY WITH SYNTHETIC ASSETS. THE ASSETS WITH WHICH THE USER CONDUCTS TRANSACTIONS ARE NOT SECURITIES OR ASSETS SECURED BY REAL GOODS AND FINANCIAL RESERVES. THE ACQUISITION OF SYNTHETIC ASSETS DOES NOT GIVE OWNERSHIP OF THE UNDERLYING ASSET AND DOES NOT GUARANTEE ITS FUTURE SUPPLY. THE PRICES OF SYNTHETIC ASSETS MAY DIFFER FROM THE EXCHANGE PRICE OF REAL ASSETS.

The trading market for crypto assets is highly unstable. Prices for crypto assets can and do fluctuate at any given moment for any reason. Due to such price fluctuations, you may gain or lose value in your crypto assets at any given moment. Any asset or trading position may be subject to large

swings in value and may even become worthless. You should have deep expertise in trading crypto assets. Moreover, you shall bear any loss. The risk of loss in trading or holding crypto assets can be substantial. Therefore, you should carefully consider whether trading or holding crypto assets is suitable for you in light of your financial condition. Internet transmission and failures in functionality.

The return of staked tokens and the income received is carried out in accordance with the smart contract algorithm. If third parties find and use the vulnerability of a smart contract or the TON blockchain to withdraw funds, Storm and any of its affiliated persons do not bear responsibility.

The liquidity provider is not guaranteed income. The liquidity provider accepts the risks of possible loss of part of the invested funds.

Tokens are not shares or any other kind of securities. Acquiring tokens does not mean getting dividends.

The user generates a report on income from the purchase/sale of tokens, staking, and placement of funds in the liquidity pool for the tax service of his/her country on his/her own.

You acknowledge that there are risks inherent in internet connectivity and technologies that could result in the loss of your privacy, confidential information and property. Unfavorable regulatory environment. Cryptocurrencies and blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions of use of crypto assets.

11. FORCE MAJEURE

A Force Majeure Event includes without limitation each of the following:
• Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis;
• Act of God, earthquake, Storm, hurricane, typhoon, accident, storm, flood, fire, epidemic, pandemic or other natural disasters;
• Labour disputes and lock-out;
• Breakdown, failure or malfunction of any electronic, network and communication lines (not due to our fault);
• Any event, act, or circumstances not reasonably within our control and the effect of that event(s) is such that our support team is not in a position to take any reasonable action to cure the default.

12. GOVERNING LAW

These Terms shall exclusively be governed by and construed in accordance with the substantive laws of the Republic of Seychelles.

If it is impossible to find a good resolution by negotiations, any dispute, controversy, or claim arising out of or in relation to these Terms, including the validity, invalidity, breach, or termination thereof, shall be settled by arbitration in accordance with the Federation Rules of International Arbitration of the Federation Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The arbitration panel shall consist of three arbitrators. The seat of the arbitration shall be Victoria, the Republic of Seychelles. The arbitral proceedings shall be conducted in English.

These Terms shall exclusively be governed by and construed in accordance with the substantive laws of the Republic of Seychelles.

In the event of a conflict between these Terms and the additional terms, rules and conditions of participation, the latter will prevail over the Terms to the extent of the conflict.