

# TraM Terms & Conditions of Use

## Introduction

The CoinMetro website (the “Website”), TraM (the “TraM”) and the CoinMetro platform (the “CoinMetro Platform” or the “Platform”) (together the “TraM Services”) are owned and operated by CoinMetro OÜ (“we”, “our”, “CoinMetro”, “us”), a company incorporated with limited liability in the Republic of Estonia with company number 14448371 and registered address at Tartu mnt 84a-402, Tallinn 10112, Republic of Estonia. Each reference in these terms and conditions (the “Terms”) of use to “our Website” and “our Platform” includes all materials that we make available to you on our website. Each reference in these Terms of use to “TraM” includes all services that we make available to you via our TraM Services.

The TraM is a tokenised asset management service based on a “trade mirror” concept which provides a simple means by which traders follow other traders thereby benefiting from those traders’ profiles.

The CoinMetro Platform is an exchange-based order book for various pairings of digital assets and funds such as euros, which includes a margin trading facility. When a user places an order, the exchange platform automatically matches the user’s order with orders placed by other users in order to carry out the transaction. The Platform provides you access to and use of a number of exchange wallets for the purposes of storing, tracking, transferring, managing and trading balances of supported digital assets as well as certain types of funds as specified by CoinMetro from time to time.

Before using the TraM, you should be aware that the risk of loss in trading or holding digital assets is substantial, that the value of digital assets is subject to extreme volatility and that in margin trading you may lose more funds than you have deposited. You should therefore carefully consider whether trading or holding digital assets is suitable for you in light of your financial condition.

By using the TraM, you agree to comply with these Terms. Please check this page each time you use our Website, as we may update these Terms from time to time. Use of the TraM may be subject to additional terms and conditions which you will be asked to read and accept at the relevant time. To the extent of any inconsistency with these Terms, the terms and conditions of those CoinMetro services will apply to those services and any matters connected with them. These Terms, together with any additional terms and conditions, set out the basis of which CoinMetro provides access to the TraM.

Please read these Terms carefully and ensure that you fully understand them, especially with respect to the provisions that exclude or limit our liability and exclude or limit your rights and interests. You are only entitled to have access to the TraM after you accept these Terms. If you do not agree to these Terms, or refuse to recognise CoinMetro’s right to make amendment to these Terms from time to time, you shall promptly stop using and cease access to the TraM. References to any additional terms, policies, articles, clauses or schedules, unless the context otherwise requires, are reference to such documents as modified or replaced from time to time.

You should also be aware that CoinMetro OÜ is a company incorporated in Estonia and it is not regulated by the Estonian Financial Supervision Authority (“EFSA”). CoinMetro has obtained licensing from the Estonian Financial Intelligence Unit (the “FIU”) for the purposes of providing digital currency to fiat exchange services (licence no. FVR000143) and digital currency wallet services (licence no. FRK000121).

## 1. Registration

1.1 You are required to register a CoinMetro account (the “CoinMetro Account” or the “Account”) in order to have access to the TraM.

1.2 For natural persons intending to register for the TraM as a private user, by signing up to the TraM, you certify that you are 18 years of age or older, you have sufficient capacity to understand and accept these Terms and to trade digital assets, that your access to or use of the TraM does not violate any laws applicable to you.

1.3 For legal persons intending to register for the TraM as an institutional user, you must designate a representative who is a natural person aged 18 years or older with sufficient capacity and authority to accept these Terms. You certify that your or your institution’s access to or use of the TraM does not violate any laws applicable to you or your institution.

1.4 You certify that the information you have provided to CoinMetro, including during registration and during the KYC process, is accurate and complete. You acknowledge that it is your responsibility to update and maintain any changes to that information by altering and updating your details as appropriate.

1.5 Each Account is for a single user only, unless otherwise advised to you by CoinMetro in writing. On registration, you are required to enter an e-mail address and a password. You will not allow any other person to share your e-mail address and/or password or otherwise provide any other person access to the TraM via your Account.

1.6 When you register your Account, you will be obliged to check boxes indicating that you have read, understood and accepted these Terms as well as CoinMetro’s General Terms & Conditions and the terms of the CoinMetro Privacy Policy. You will not be allowed to complete your registration unless you indicate your acceptance to these Terms, CoinMetro’s General Terms & Conditions, the CoinMetro Privacy Policy and any other terms and conditions that may apply.

1.7 You agree that these Terms govern your use of the TraM, and that the use of other CoinMetro services may be subject to additional terms to be determined by CoinMetro from time to time.

1.8 CoinMetro reserves the right to, at its sole discretion, refuse to register an Account for you, or to limit the number of Accounts that you may hold.

## 2. The TraM

2.1 The TraM is a tokenised asset management service based on a “trade mirror” concept which provides a simple means by which traders can follow other traders thereby benefiting from those traders’ profiles.

2.2 Under the TraM, you will follow a manager of your choice by creating, and allocating funds to, a mirror wallet. This can be within a “private” or “public” setting. The default setting is private and thus operates on an invitation-only basis. However, subject to vetting by CoinMetro within its full discretion, TraM managers may opt to change to a public setting.

2.3 CoinMetro’s vetting of TraM managers will include, but not be limited to, review of trading history and performance as well as evaluation of trading strategy and ongoing monitoring for consistency with that trading strategy. TraM managers trade their strategies on the margin facility within the CoinMetro Platform, and if you choose to follow that TraM manager, then these trades will be mirrored onto your mirror wallet in real time. Trade execution is identical across all linked mirror wallets. TraM managers’ performance is clearly displayed on the CoinMetro Platform.

2.4 Insofar as the TraM ensures effective segregation of your assets and all risks you take are individualised in nature, the TraM does not pool assets or generate a pooled return.

2.5 TraM managers act on a discretionary basis in your best interests and not in accordance with a defined trading policy.

2.6 You must comply with any instructions we give you about how to use the TraM and must not do anything that interferes with or adversely affects the normal operation of the TraM (including the ability of other users to access or use the TraM).

2.7 CoinMetro will process the orders you place on the CoinMetro Platform in accordance with the instructions received from you. We are entitled to operate on the basis that each TraM order is correct and does not contain any errors (including in the case of manifest errors).

2.8 You acknowledge that the execution time of orders is based on the actual operation time of the Platform.

2.9 Trading on the CoinMetro Platform may be subject to trading limits, which may be specified by CoinMetro from time to time. CoinMetro reserves the right to raise, lower or remove transaction limits at any time at its own discretion.

2.10 If CoinMetro uncovers an erroneous transaction caused by a system failure or any other reason, CoinMetro has the right to correct the error regardless of whether it is beneficial to CoinMetro or any user. Where, due to such an error, any user actually receives more digital assets than the amount that such a user should have received, CoinMetro reserves the right to correct such improperly executed transactions and the user shall return the digital assets in question or perform other operations in accordance with CoinMetro’s instructions to the user. The user acknowledges that

CoinMetro will not assume any losses or responsibilities caused by any such erroneous transaction.

2.11 Since TraM managers trade their strategies on the margin facility within the CoinMetro Platform, by following them on the TraM, you acknowledge that:

2.11.1 You may lose more funds than you have deposited in your mirror wallet;

2.11.2 In the event of decline in the value of your assets that are purchased or sold on margin, we may require you to provide additional funds in your mirror wallet in order to avoid the forced sale of assets in your mirror wallet; and

2.11.3 In the event of your equity falling below our margin maintenance requirements, we may force the sale of assets in your mirror wallet in order to cover the margin deficiency (a “Forced Sale”). You shall be liable for any shortfall in the Account after a Forced Sale. We may in our full discretion attempt to notify you of margin calls, though this shall be without prejudice to our rights to, in a Forced Sale, sell your assets without notice. We may in our full discretion choose to provide you with an extension on a margin call, though this shall be without prejudice to our rights to refuse such provision.

### 3. Fees

3.1 You agree to pay to CoinMetro the trading fees as set out on the CoinMetro Website from time to time. Subject to change from time to time, the following shall apply:

3.1.1 You shall provide an XCM deposit under our vault in order to gain access to the TraM.

3.1.2 You shall pay trading fees which shall be fixed at 0.1% of the trade volume, proportional to your allocated funds towards the total transaction amount.

3.1.3 You shall be subject to additional negative exposure fees on collateral on the margin platform.

3.1.4 The TraM manager shall charge you commission of between 5% and 25% against the profit you book. CoinMetro shall then charge you a further 20% of the TraM manager’s chosen commission. Thus, where the TraM manager chooses to charge a 15% commission and makes a 100 EUR profit, the TraM manager shall charge you 15 EUR and CoinMetro shall charge you a further 3 EUR.

3.2 Other fees may apply.

### 4. Representations and Warranties

4.1 Each time you place an order on the TraM, you represent and warrant to CoinMetro that:

4.1.1 you have the full power and authority to use the TraM, you are the legal owner of all digital assets or currencies being traded and the digital assets or currencies are free from any charge or encumbrance; and

4.1.2 you have relied only on information provided on the CoinMetro Platform in allocating funds to the mirror wallet, and have not relied upon any representation or warranty given by any other person (including without limitation CoinMetro);

4.2 In addition, you represent and warrant to CoinMetro that:

4.2.1 you shall only use the TraM to store, allocate or trade funds and digital assets;

4.2.2 you will not attempt to store, sell or buy unsupported digital assets, coins, other tokens or currencies or post information related to such unsupported digital assets, coins, other tokens or currencies;

4.2.3 you will not disguise or attempt to disguise your location through IP proxying or other methods;

4.2.4 you will not use the TraM:

4.2.4.1 in contravention of any applicable laws;

4.2.4.2 in any way (including without limitation posting information on the TraM where this facility is available) which is defamatory, obscene, abusive, indecent or menacing or which infringes any intellectual property rights or breaches obligations of confidence or which is otherwise illegal or unlawful;

4.2.4.3 to interfere with or attempt to interfere with the normal operations, trading order and/or activities of the TraM and introducing a software virus or other disruptive program or do any act which would cause the TraM to become unavailable for use by others; and

4.2.4.4 in any way which is not authorised or in breach of the terms.

4.2.5 you will pay all applicable tax for any transactions completed on the TraM in accordance with all applicable laws.

## 5. Anti-Money Laundering and Sanctions

5.1 Upon registration, CoinMetro will conduct a user identification verification process to the extent required to comply with all applicable anti-money laundering, sanctions and other relevant related regulations. Your use of the TraM is conditional on the successful completion of this process. Where appropriate, CoinMetro may ask you to provide additional personal information to determine your eligibility to use the TraM. CoinMetro may ask you to wait for some time after the completion of a transaction before permitting you to use the TraM and/or permitting you to engage in transactions beyond certain volume limits.

5.2 You authorise CoinMetro to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect either you or CoinMetro against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference, fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. This is only an identity check and should not have any adverse effect on your credit rating.

5.3 You warrant that you will not use the TraM to hold or trade in funds or digital assets which you know or suspect to be in violation of anti-money laundering laws, sanctions or other relevant related regulations. These include, but are not limited to, supplying the services of the TraM or digital assets to individuals or countries subject to any financial sanctions regimes. In the event that you receive any funds or digital assets from other users in the course of your use of the TraM which you know or suspect to contravene applicable anti-money laundering laws, sanctions or other relevant related regulations, you warrant that you will immediately notify CoinMetro by e-mail at [compliance@coinmetro.com](mailto:compliance@coinmetro.com) by including all relevant details. You further warrant that you will not transfer any such funds or digital assets out of your Account or any other digital asset wallet under your control without CoinMetro's permission.

## 6. Security

6.1 You are responsible for maintaining adequate security and control of your Account details, including any and all usernames and e-mail addresses, passwords, two-factor authentication codes or any other codes or credentials used to access the services.

6.2 CoinMetro recognises instructions provided via your Account. Therefore, you acknowledge that all instructions provided via your Account will be treated as having been provided by you and you will bear any and all responsibilities arising from these instructions. In the event that another person has provided instructions on the TraM via your Account, CoinMetro reserves the right to hold you jointly and severally liable in law for any such use of your Account.

6.3 CoinMetro uses reasonable endeavours to protect the TraM from computer viruses, worms, trojan horses and other malware. CoinMetro does not warrant that the TraM is free from such viruses and accepts no liability for any damage that may result from the transmission of any malware via the TraM or via any files which are available for you to download from the Website. CoinMetro is not responsible for any technical or other issues in using the TraM caused by third party software on your system.

6.4 You are required to notify CoinMetro as soon as practicable of any breach of security by sending an e-mail to [compliance@coinmetro.com](mailto:compliance@coinmetro.com) with the subject line "Security breach" and including all details relevant to the breach.

6.5 You are required take all reasonable steps required to minimise the impact of any security breaches, including, where appropriate, by immediately changing the log-in details for your Account.

6.6 CoinMetro does not take any responsibility for losses caused by security breaches.

6.7 CoinMetro takes all reasonable measures to keep the information you have provided and the digital assets stored in your Account safe. However, in the event of any security breach by CoinMetro, we endeavour to contact you by e-mail informing you of the details of the breach including the nature of any information compromised as appropriate and the steps we will be taking to address the breach within 72 hours of the discovery of the security breach. In the event of any security breach on a large scale, we will endeavour to contact you with the full details of the breach as soon as this information becomes available.

## 7. Limitation of our Liability

7.1 CoinMetro shall only be liable to you for loss or damage caused directly and reasonably foreseeable by our breach of these terms and our liability in these circumstances is limited as set out below.

7.2 Except as otherwise provided for in these terms, neither we, nor our affiliates or service providers, nor any of our or their respective officers, directors, agents, employees or representatives, will be liable for any amount greater than the combined value of the digital assets or funds in your Account at any given time. Where we are considering a specific claim relating to a specific transaction, this sum shall be further limited to the amount of the transaction in dispute.

7.3 In addition to the liability cap above, to the maximum extent permitted by any applicable law, in no event shall we, our affiliates or service providers, or any of our or their respective officers, directors, agents, employees or representatives, be liable for any of the following types of loss or damage arising under or in connection with these terms or otherwise:

7.3.1 any loss of profits or loss of expected revenue or gains, including any loss of anticipated trading profits and or any actual or hypothetical trading losses, even if we are advised of or knew or should have known of the possibility of the same. This means, by way of example only (and without limiting the scope of the preceding sentence), that if you claim that we failed to process a buy or sell transaction properly, your damages are limited to no more than the combined value of the digital assets or funds at issue in the transaction, and that you may not recover for any “loss” of anticipated trading profits or for any actual trading losses made as a result of the failure to buy or sell;

7.3.2 any loss of or damage to reputation or goodwill; any loss of business or opportunity, customers or contracts; any loss or waste of overheads, management or other staff time; or any other loss of revenue or actual or anticipated savings, even if we are advised of or knew or should have known of the possibility of the same;

7.3.3 any loss of use of hardware, software or data and or any corruption of data; including but not limited to any losses or damages arising out of or relating to any inaccuracy, defect or omission of digital currency price data; any error or delay in the transmission of such data; and or any interruption in any such data;

7.3.4 any loss or damage whatsoever which does not stem directly from our breach of these terms; and/or

7.3.5 any loss or damage whatsoever which is in excess of that which was caused as a direct result of our breach of these terms (whether or not you are able to prove such loss or damage).

7.4 To the extent we are unable by law to exclude any implied condition, representation, warranty or statutory guarantee in relation to the provision of goods or services through our Website, we limit our liability for a breach to the re-supply of those goods or services, or payment for such re-supply.

7.5 To the maximum extent permitted by any applicable law, CoinMetro makes no warranties of any kind, whether express or implied, in relation to the Website or the TraM, including but not limited to, implied warranties of satisfactory quality, functionality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, title, condition or completeness, merchantability, or any implied warranty arising from course of dealing or usage or trade. CoinMetro does not represent or warrant that access to the TraM or any of CoinMetro's services will be continuous, uninterrupted, timely or error-free. In any such event, CoinMetro does not guarantee that any open orders can be executed, accepted, recorded or remain open.

7.6 CoinMetro is not associated with and does not itself support or claim to be in partnership with any of services or companies which may appear visible in the provision of the TraM. The TraM provided by CoinMetro is not authorised, approved, endorsed or sponsored by any companies listed on the website or their respective trademark owners, unless stated otherwise.

7.7 The Website may contain links to other websites on the Internet. These websites may contain information or material that some people may find inappropriate or offensive. These other websites are not under the control of CoinMetro, and you acknowledge that, whether or not such websites are affiliated in any way with CoinMetro, CoinMetro is not responsible for the accuracy, legality, decency or any other aspect of the content of such websites.

7.8 CoinMetro reserves the right to modify or discontinue, temporarily or permanently, all or any part of this site and/or any software, facilities and services on this site, with or without notice, and/or to establish general guidelines and limitations on their use.

7.9 Nothing in these terms shall exclude or limit our liability based on our fraud or fraudulent misrepresentation, deliberate misconduct, gross negligence or for death or personal injury arising from either our or our subcontractor's negligence. If and to the



extent applicable law does not allow the above limitations of warranty and liability, such limitations shall not apply to you.

7.10 CoinMetro is not liable for any breach of these terms where the breach is due to abnormal and unforeseeable circumstances beyond CoinMetro's control, the consequences of which would have been unavoidable despite all effects to the contrary, nor are we liable where the breach is due to the application of mandatory legal rules.

7.11 Notwithstanding any other provision in these Terms, nothing shall limit your rights as a consumer under mandatory provisions of applicable consumer protection legislation.

## 8. Your Liability

8.1 You shall be fully responsible for any losses, expenses or other costs, including legal fees, incurred by CoinMetro and its affiliates (as well as our respective officers, directors, agents, employees and representatives) which are caused by your conduct in relation to or arising out of your use of the TraM, your Account or a breach of these Terms whether by you or another person, where this conduct is intentional, reckless or negligent.

8.2 If we, or any of our affiliates or group companies, are subject to a claim by any third party due to your conduct, we may recover against you any and all losses, expenses or other costs incurred by us as a result of any such claim.

## 9. Data Protection

9.1 We will manage any personal information that we collect through our Website in accordance with our Privacy Policy.

9.2 You agree that you have read and agreed to the terms of our Privacy Policy.

## 10. Cancelling Orders and Restricting or Terminating Your Access

### 10.1 If:

10.1.1 we reasonably believe that your use of the CoinMetro Services is in violation of any applicable law, these terms, any other terms or policies as set out by us or our customers' legitimate interests;

10.1.2 it becomes or may become (in our reasonable opinion) contrary to applicable law for us to maintain or give effect to all or any of the obligations under these terms or otherwise provide access to the CoinMetro Services;

10.1.3 we are requested to remove a listing (or any part thereof) by any regulatory or other governmental authority (whether or not the request is legally binding);

10.1.4 we are requested to close out or cancel a any order (or any part thereof) by any regulatory or other governmental authority (whether or not the request is legally binding);

10.1.5 we consider it desirable or necessary to remove a listing or an order (or any part thereof) to maintain the trading order and trading safety of the TraM, in our sole and absolute discretion; or

10.1.6 in the event that you become unable to meet your obligations as they become due or have a bankruptcy petition presented against you or you propose a form of composition or arrangement to its creditors or if you cease or threatens to cease all or part of its business, we may without notice:

10.1.7 terminate, cancel or reverse any order created or entered into by you;

10.1.8 restrict or freeze your Account and any of your funds and digital assets;

10.1.9 immediately delete and/or amend any information published by you on the TraM, where relevant, in violation of any applicable law and/or of these terms, in addition to monitoring any other information which you publish on the TraM;

10.1.10 restrict, freeze or terminate your access to the TraM; and or

10.1.11 take any other measures which in our reasonable opinion is necessary to prevent any adverse consequences to CoinMetro, the TraM, any other users of the TraM and any other third party.

10.2 If you become aware of the occurrence of any event referred to in Clause 10.1 above, you must give us notice of such event as soon as is reasonably practicable.

10.3 If we terminate any order, or restrict your use of the TraM in accordance with this Clause 10, we shall not be liable for any losses, expenses or other costs incurred to you, any other user of the TraM and/or any other third party.

## 11. Intellectual Property

11.1 All intellectual property on the TraM, including, but not limited to, website logos, databases, website design, text and graphics, software, photos, videos, music, sounds and any combinations of the aforementioned files, and the intellectual property rights of software compilation, associated source code and software (including small applications and scripts) shall be owned by CoinMetro or its affiliates. You may not copy, modify, copy, transmit or use any of the foregoing materials or content for commercial purposes.

11.2 All rights contained in the name of CoinMetro (including but not limited to business goodwill and trademarks, logos) shall be owned by CoinMetro and its affiliates.

11.3 Upon accepting these terms, it shall be deemed that you, on the basis of your own free will, have transferred and assigned exclusively and free of charge to

CoinMetro all copyright of any form of information that you publish on the TraM, including, but not limited to copyrights, distribution rights, lease rights, exhibition rights, performance rights, projection rights, broadcasting rights, information network dissemination rights, shooting rights, adaptation rights, translation rights, compilation rights and other transferable rights that copyright owners are entitled to, and CoinMetro shall have the right to sue for any infringement on such copyright and obtain full compensation for such infringement. These terms shall apply to any content that is published by you on the TraM and is protected by copyright law, regardless of whether the content is generated before or after the signing of these terms.

11.4 You shall not illegally use or dispose of the intellectual property rights of CoinMetro or any other person during your use of the TraM. For any information that you publish on the TraM, you may not publish or authorise other websites (or media) to use such information in any manner whatsoever.

11.5 By logging onto the TraM or use of any of the services offered by CoinMetro shall not be deemed as our transfer of any intellectual property to you.

11.6 You may provide a link to the homepage of our Website on any website you operate, as long as you do not suggest any form of association, approval or endorsement on our part without our express prior permission and you promptly delete the link on our request.

## 12. Term and Termination

12.1 If you wish to cancel your Account, please e-mail CoinMetro at [hello@coinmetro.com](mailto:hello@coinmetro.com) with the wording "Please cancel my account and password" in the subject line.

12.2 Once CoinMetro has received your e-mail, we will within a reasonable time period cancel your account and password and delete, save as required by law or regulation, from our records the information you submitted to us as a part of the registration process.

12.3 CoinMetro retains the absolute right to prevent you from accessing the TraM, including by deleting your account, without prejudice to any of CoinMetro's accrued rights, where we so choose, at our sole discretion, by giving you two months' notice. You acknowledge that any such decision may be based on confidential criteria that are essential to our risk management and security protocols and you agree that CoinMetro is under no obligation to disclose the details of its risk management and security procedures to you.

12.4 CoinMetro reserves the right to suspend, terminate or block your access to the TraM at any time and without prior notice to you in the event of your breach of any of these terms.

12.5 Subject to clause 16.6 below, in the event that your access to the TraM is terminated by CoinMetro, these terms shall be terminated on the date of the cancellation of your access to the TraM.

### 13. Dispute Policy

13.1 CoinMetro will use its best endeavours to resolve any disputes arising out of trading on the TraM fairly. Nevertheless, you agree that CoinMetro retains the right to absolute discretion in resolving any such disputes.

13.2 Where we, in our sole discretion, reasonably believe that any user is or may be engaging or attempting to engage in fraudulent or unlawful activity, we may take any steps (or we may request you to take any steps) we consider necessary or desirable, to prevent, mitigate or investigate such activity. You agree to comply with such requests, including any requests to provide us with information, to the maximum extent permitted by applicable law.

### 14. Independent relationship

14.1 The information contained on the TraM or provided to you through CoinMetro or by any employee, agent or affiliate of CoinMetro does not constitute an offer or solicitation to buy or sell digital assets or financial instruments, nor financial, investment or other professional advice on any particular transaction and must not be treated as a substitute for specific advice in any jurisdiction.

14.2 You are solely responsible for any decision to store, buy or sell digital assets, and such decision should take into account your risk tolerance and financial circumstances. Advice from a suitably qualified professional should always be sought in relation to any particular transaction and your particular circumstances.

14.3 Your relationship with CoinMetro is independent. As such, CoinMetro does not act as your broker, intermediary, agent or adviser or act in any fiduciary capacity. Further, no communication or information provided to you by CoinMetro shall be considered or construed as advice.

### 15. Tax

16.1 It is your responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the TraM, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.

### 16. Miscellaneous

16.1 Communication / Notice: You agree that CoinMetro will use the e-mail address and the telephone number tied to your Account to contact you in relation to the management and operation of the TraM, including with respect to security breaches. You are responsible for keeping your e-mail address and telephone number up to date.

16.2 Governing Language: Some of the content on our sites, applications, tools and services may be available in multiple languages. In case of any conflict between different language versions of such content or any omission in any language version thereof, the English language version of such content shall prevail.

16.3 Governing Law: These terms and all non-contractual or other obligations arising out of or in connection with them are governed by the laws of the Republic of Estonia.

16.4 Jurisdiction:

16.4.1 These terms (including regarding the existence, validity or termination of these terms), all non-contractual obligations arising from or connected with them and the use of the TraM shall be governed by and construed in accordance with the laws of the Republic of Estonia excluding its conflict of law rules.

16.4.2 The parties agree to submit to the exclusive jurisdiction of the courts of the Republic of Estonia, provided, however, that CoinMetro shall have the right, at its sole option, to initiate proceedings against you in any other court of competent jurisdiction.

16.5 Entire Agreement: These terms (including any information incorporated by reference herein) comprise the entire agreement between you and CoinMetro for the provision of the TraM.

16.6 Survival: All provisions of these terms which by their nature extend beyond the expiration or termination of these terms will continue to be binding and operate after the termination or expiration of these terms.

16.7 Invalidity: If any court or competent authority decides that any provision of these terms is invalid, unlawful or unenforceable to any extent, such term shall, to that extent only, be severed from the remaining terms. The remaining terms shall continue to be valid to the fullest extent permitted by law.

16.8 Relationship of the Parties: Nothing in these terms shall be deemed or is intended to be deemed, nor shall it cause, either you or CoinMetro to be treated as the agent of the other and CoinMetro shall have no fiduciary relationship or fiduciary obligations towards you.

16.9 Unclaimed Property: If we hold your funds or digital assets and we are unable to contact you and have no record of your use of the TraM for several years, under applicable law we may in certain jurisdictions be required to report the unclaimed funds or digital assets as unclaimed property to the authorities. We will try to locate you at any address shown in our records, but if we are unable to, we may be required to deliver any such funds or digital assets 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.

16.10 Assignment: These terms are personal to you and you cannot transfer or assign your Account, rights, licenses, interests and/or obligations to anyone else without our prior written consent. We may transfer or assign our rights licenses, interests and/or our obligations at any time, including as part of a merger, acquisition or other corporate reorganisation involving any CoinMetro affiliate or group company, provided that this transfer or assignment does not have a material adverse impact on the quality of the TraM.

16.11 Security Interests: You must not create any security over your funds or digital assets unless CoinMetro explicitly states in writing that you may.

16.12 Enforcement of Our Rights: We may not always strictly enforce our rights under these terms. If so, it will be just a temporary measure and would not constitute a waiver of those rights. We may enforce our rights strictly again at any time.

16.13 Rights of Third Parties: Subject to any provision(s) of these terms under which rights are granted to third parties, a person who is not a party to these terms has no right to enforce any provision of these terms but this does not affect any right or remedy of a third party which exists or is available under any applicable law.