

## Terms of Use

Last updated: 1 November 2022

### 1. Introduction

This is a contract between you and each of:

Triple A Technologies Pte Ltd a company organised and existing under the laws of the Singapore and having its registered office at 160 Robinson Road #14-04 Singapore 068914 ("TripleA").

1.1 In this document, references to TripleA/we/our/us is to TripleA. Any references to Customer/you/your are references to you as a customer of TripleA and user of our services. Any references to the "Service" includes websites, APIs, or mobile applications.

1.2 Please read this document carefully, as it sets out the terms and conditions on which we will provide services to you through our websites, Application Programming Interfaces ("APIs"), or mobile applications (together our "Site").

1.3 By using our Services, you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement, as well as our Privacy Policy.

1.4 This Agreement will govern the use of the Services provided by us. By using the Services you agree to be bound by the terms and conditions of this Agreement. If you do not agree to any of the terms in this Agreement, or any subsequent modification to this Agreement, you shall be entitled to immediate not use our Services. This Agreement will come into effect when you confirm electronically that you agree to it. We recommend that you retain a copy of this Agreement and transaction records.

1.5 For the purposes of this Agreement:

1.5.1 a "Business Day" means any day which is not a Saturday, Sunday or public holiday in Singapore, and which the banks are open for business;

1.5.2 "Cryptocurrency" or "Cryptocurrencies" means Digital Payment Token as defined under the Payment Services Act of Singapore. The definition of Cryptocurrency also includes "right to, or interest in, the Cryptocurrency";

1.5.3 "Order" means a request for the Services;

1.5.4 "Partner" means third party firms who refer you to TripleA in order to pay using Cryptocurrency;

1.5.5 "Partner Sites" means Partner's mobile applications and websites;

1.5.6 "Services" means to the acceptance of Cryptocurrency as a payment method by TripleA on behalf of the Partner, for the purchase of goods and/or services from the Partner Sites; and

1.5.7 "Wallet" means a secured digital facility in which Cryptocurrencies are held.

1.6 You have understood, acknowledged and accepted the following DISCLAIMER:

1.6.1 Every payment using Cryptocurrency is effected on and confirmed by the respective network of that Cryptocurrency. The confirmation takes a period of time (usually less than one hour, but possibly one day or more). An Order is not complete until it is confirmed. Cryptocurrency associated with Orders that are in a pending state will be designated accordingly.

### 2. Eligibility

2.1 To be eligible to use any of the TripleA Services, you confirm that you are:

2.1.1 at least 18 years old

2.1.2 have sufficient capacity to enter into legally binding contracts;

2.1.3 reside in a country in which the relevant TripleA Services are accessible; and

2.1.4 willing to provide to us any current valid personal identification documents that we request or such other documents that we deem necessary in order for us to comply with our regulatory obligations and own compliance policies.

3. Services provided to you

- 3.1 When using the Services, you are using the Cryptocurrency as a payment method to pay for your purchase of the goods and/or service from the Partner whereby TripleA will act as an intermediary and as an agent of the Partner, who will be processing your payment by accepting your Cryptocurrency based on rate that is shown to you in exchange for the goods and/or services.
- 3.2 TripleA does not provide Cryptocurrency Wallets, nor does TripleA host Wallets or is custodian of funds or assets; and
- 3.3 Payment through TripleA are executed individually, one by one.
4. How to use our Service
  - 4.1 To use the TripleA Services, you will need to be providing your name, email address or such other information that may be collected from you and accepting the terms of this Agreement. By using TripleA Services, you agree and represent that you will use the TripleA Services only for yourself, and not on behalf of any third party. You are fully responsible for all activity that occurs when you use TripleA Services. We may, in our sole discretion, refuse to process a payment for the purchase of goods and/or services, or limit the number or amount of transaction that you may place, hold or suspend, freeze or terminate any transaction, and are not required to provide you with the reasons for taking any such action.
  - 4.2 As part of the using TripleA Service, you may be required to provide us with such information that is requested as part of our legal compliance obligations under the law and based on our compliance policies and for the detection of anti-money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You may need to complete certain verification procedures before you are permitted to start or successfully use the TripleA Services.
  - 4.3 The information we request may include certain personal information including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number, information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details. In providing us with this or any other information that may be required, you confirm that the information is accurate and correct and you agree to keep us updated if any of the information you provide changes. We will treat this information in accordance with the data protection provisions of this Agreement.
  - 4.4 You authorise us to make enquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us 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 enquiries, you acknowledge and agree that your personal information may be disclosed to compliance agencies, regulators, partners that we use to perform and fulfil our compliance obligations and fraud prevention or financial crime agencies and that these agencies may respond to our enquiries in full. We may require you to wait some amount of time after completion of a transaction before permitting you to use further TripleA Services and/or before permitting you to engage in transactions beyond certain volume limits.
  - 4.5 Failure to provide any information that we reasonably requests from you pursuant to applicable money laundering laws and regulations and our compliance policies shall be grounds for the suspension of the provision of Services to you and/or the termination of this Agreement. The nature and extent of the information you are required to provide may differ, for example, based on the Services provided to you under this Agreement and/or the means of payment you use.
  - 4.6 Where you are referred to us by our Partners via Partner Sites, you will still be required to comply with this Agreement and this Agreement will apply in full irrespective of any other terms you sign up to with our Partners.
5. Transactions limits and enhanced due diligence
  - 5.1 The use of all TripleA Services is subject to a limit on the volume, stated in such fiat currency you may transact in a given period (e.g. daily). Your transaction limits may vary depending on your payment method, verification steps you have completed and other factors. We reserve the right to change applicable limits as we deem necessary and where possible will provide

- advance notice to you, although in some cases this will not be possible and you will be informed after any changes to the applicable limits have taken place.
- 5.2 We may require you to submit additional information about yourself and provide additional records, if certain limits are hit ("Enhanced Due Diligence"). In our discretion, we may refuse to process the transaction, or we may lower your limits at a subsequent time even if you have completed Enhanced Due Diligence.
6. Cancellations and refunds
- 6.1 Once you have placed an Order has been made it cannot be cancelled or recalled.
- 6.2 All Orders are final and cannot be refunded.
7. Suspension, termination and cancellation
- 7.1 TripleA may: (a) refuse to complete, or block or cancel you have authorised, and/or (b) suspend, restrict, or terminate your access to any or all of the TripleA Services, including but not limited to where:
- 7.1.1 we reasonably believe that we need to do so in order to protect our reputation;
- 7.1.2 we are, in our reasonable opinion, required to do so by applicable law, regulation or any court or other authority to which we are subject in any jurisdiction;
- 7.1.3 we reasonably suspect you of acting in breach of this Agreement or our compliance policies;
- 7.1.4 we have concerns that a transaction is erroneous or or we suspect the TripleA Services are being used in a fraudulent or unauthorised manner;
- 7.1.5 we suspect money laundering, terrorist financing, fraud, or any other financial crime;
- 7.1.6 you take any action that may circumvent our controls such sending multiple payments or abusing promotions which we may offer from time to time;
- 7.1.7 you fail to provide on request such documentation as we (or any third party whose services we use in providing the Services to you under this Agreement) reasonably requires in order to comply with its obligations under applicable money laundering laws and regulations or otherwise to ensure the verification of your identity and/or funding sources to our satisfaction; and/or
- 7.1.8 any Cryptocurrency Order is significantly larger in size.
- 7.2 In the case of any such suspension, we shall make reasonable efforts to inform you about the withholding or suspension, provided that such disclosure:
- 7.2.1 is not in breach of any applicable law or regulation and does not contravene the instruction of any competent authority or regulator; and
- 7.2.2 would not compromise our reasonable security measures.
- 7.3 We shall not be liable to you for any losses you may suffer as a result of any reasonable action it takes to suspend the transaction or withhold settlement of a Cryptocurrency Order in accordance with this clause 7.
- 7.4 Notwithstanding the above, we may suspend, restrict, or terminate your access to any or all of the TripleA Services without reason by giving you three days' notice. You acknowledge that our decision to take certain actions, including limiting use of or suspending your transactions may be based on confidential criteria that are essential for the purposes of our risk management and security protocols. You agree that we are under no obligation to disclose the details of its risk management and security procedures to you.
8. Fees
- 8.1 All fees payable under this Agreement are displayed prior to the use of the Services. Please note, our fees are made clear to you at the point of sale, and on this point you will be asked to confirm that you are clear about the fee and that in proceeding you agree to the fee prior to us executing the Order.
9. Taxes

- 9.1 You are responsible for determining whether, and to what extent, any taxes apply to any transactions associated with these Services, You must withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.
10. Data protection law
- 10.1 We are committed to keeping your personal information safe. We process personal information in accordance with applicable data protection legislation. Please read our privacy policy to understand how we use and protect the information you provide us (a copy of our privacy policy can be accessed here: <https://triple-a.io/privacy-and-terms-policy/>).
11. Liability
- 11.1 Neither TripleA, nor any of its directors, employees or agents, shall be liable for any loss or damage sustained by you as a direct or indirect result of the provision by TripleA of its Services, save that nothing in this Agreement shall exclude or restrict any liability of TripleA resulting from:
- 11.1.1 death or personal injury;
- 11.1.2 for fraud, fraudulent misrepresentation or fraudulent misstatement; and/or
- 11.1.3 any statutory liability not capable of limitation.
- 11.2 TripleA shall not in any event be liable for loss of profits, loss of opportunity, loss of business, loss of savings, loss of goodwill, loss of Cryptocurrency, claims by third parties, loss of anticipated savings (whether direct or indirect) or for any type of special, direct, indirect or consequential loss howsoever caused, even if caused by TripleA's negligence and/or breach of contract and even if such loss was reasonably foreseeable or TripleA had been advised of the possibility of you incurring the same.
- 11.3 TripleA disclaims all liability associated with the use of Cryptocurrency, including:
- 11.3.1 unknown inherent technical defects;
- 11.3.2 regulatory or legislative changes; and
- 11.3.3 currency fluctuation.
- 11.4 TripleA shall not bear any liability for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. It is your responsibility to use a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from TripleA.
- 11.5 You indemnify and hold us, our subsidiaries, members, directors, partners, officers, employees, contractors and agents harmless from and against any loss, liability, claim, demand, damages, costs, expenses (including legal fees) which may arise from or in connection with the Services, any content on the Services shared by you or other users, any third party websites or resources found through the services, any users of the services, or any breach of this Agreement, applicable laws or any law or regulation in any jurisdiction.
- 11.6 Except for the express statements set forth in this Agreement, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to you use and access of the TripleA Services and Site.
12. Warranties and representations
- 12.1 By agreeing to this Agreement, you represent, warrant and undertake to us that:
- 12.1.1 you have full power and authority to enter into this Agreement;
- 12.1.2 you understand and acknowledge that we do not warrant that any of the Services available through our API are suitable or appropriate for your needs and that you must take your own independent legal and other advice on such Services;
- 12.1.3 you are entering into this Agreement as principal and not on behalf of any third party

- 12.1.4 you will not violate any applicable laws by entering into this Agreement or receiving the Services provided under it;
- 12.1.5 you will not provide false, misleading or inaccurate information;
- 12.1.6 you will not facilitate any viruses, malware, worms, trojan horses or some other computer programming routines that may damage, corrupt, disrupt, misuse or gain unauthorized access to any data, system information or TripleA services;
- 12.1.7 you will not use an anonymizing proxy; use any, other automatic devices, spider or manual process to copy or monitor our websites without our prior written permission;
- 12.1.8 you will not harass and/or threaten our employees, agents, or other users;
- 12.1.9 you understand and acknowledge that while we make reasonable endeavours to ensure the accuracy of the information that we provide, and which in turn, is provided to you, neither we nor any of our directors, employees or agents make any representation or warranty, express or implied, as to the accuracy or completeness of such information;
- 12.1.10 any information provided by you to us under this Agreement is true, complete, accurate, up to date and not misleading; and
- 12.1.11 you shall provide all assistance reasonably requested by TripleA to enable TripleA to comply with its obligations under this Agreement.
- 12.2 The TripleA Services are provided on an "as is" and "as available" basis, with no further promises made by us around availability of the TripleA Services. Specifically, we do not give any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We do not make any promises that access to the Site, any of the TripleA Services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free.
- 12.3 TripleA makes no representation or warranty that the Services are applicable or appropriate for use by Customers in all jurisdictions and it is your responsibility to ensure compliance with the laws of any relevant jurisdiction of your residence.
- 13. Term
- 13.1 This Agreement will commence in the manner set out in clause 1 and will continue unless either party notifies the other of termination, in writing, in accordance with this Agreement.
- 13.2 This Agreement can be terminated immediately by the Customer providing written notice to TripleA.
- 13.3 This Agreement can be terminated by TripleA in accordance with all the provisions of this Agreement.
- 14. Force majeure
- 14.1 Except as set out otherwise, neither party will be liable for any loss caused directly or indirectly from circumstances not within its control, including but not limited to acts of God, government restrictions, exchange or market rulings, actions affecting securities, clearing or commodity exchanges including suspensions of trading or extensions of trading hours, dealing cut-off times and holidays, acts of civil or military authority, national emergencies, natural disasters, wars, riots or acts of terrorism, industrial disputes, acts or regulations of any governmental or supranational bodies and authorities or the failure or malfunction of any telecommunication or computer service.
- 15. Notices
- 15.1 All notices and communications pursuant or in connection with this Agreement:
  - 15.1.1 Must be in English, in writing and legible (you confirm by signing this Agreement that you possess proper knowledge and understanding of the English language);
  - 15.1.2 Must be delivered and/or sent to us to the following:

Address: 160 Robinson Road #14-04 Singapore 068914.

Email: support@triple-a.io

16. General

- 16.1 You must comply with all applicable laws, regulations, licensing requirements and third party rights (including, without limitation, data privacy laws) in your use of the TripleA Services.
- 16.2 We grant you a limited, non-exclusive, non-transferable licence, subject to the terms of this Agreement, to access and use the Site, and related content, materials, information (collectively, the "Content") solely for approved purposes as permitted by us from time to time. Any other use of the Site or Content is expressly prohibited and all other right, title, and interest in the Site or Content is exclusively the property of TripleA and its licensors. You agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part.
- 16.3 Your use of the TripleA Services and the Site is subject to international export controls and economic sanctions requirements. By using TripleA Services through the Site, you agree that you will comply with those requirements. You are not permitted to use any of the TripleA Services through the Site if:
  - 16.3.1 you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, or Syria or any other country subject to United States embargo, UN sanctions, the European Union or HM Treasury's financial sanctions regimes (each a "Sanctioned Country"), or if you are a person on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or the EU or HM Treasury's financial sanctions regime (a "Sanctioned Person"); or
  - 16.3.2 you intend to supply any acquired goods and/or services or TripleA Services to a Sanctioned Country (or a national or resident of a Sanctioned Country) or Sanctioned Person.
17. We will not notify you of any change to this Agreement and it is your responsibility and obligation to check for any updates that we may make to this Agreement. You will be deemed to have accepted the change if you continue to use the TripleA Services. If you do not accept the change you should let us know or stop using the TripleA Service and the Agreement will terminate.
  - 17.1 Copies of the most up-to-date version of the Agreement will be made available in the Site at all times.
18. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, either you or TripleA to be treated as partners or joint ventures, or either you or TripleA to be treated as the agent of the other.
19. If you receive information about another user through the TripleA Services, you must keep the information confidential and only use it in connection with the TripleA Services. You may not disclose or distribute a user's information to a third party or use the information except as reasonably necessary to carry out a transaction and other functions reasonably incidental thereto such as support, reconciliation and accounting unless you receive the user's express consent to do so. You may not send unsolicited communications to another user through TripleA
20. This Agreement (including documents incorporated by reference herein) comprise the entire understanding and agreement between you and TripleA as to the subject matter hereof, and it supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and TripelA.
21. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

22. This Agreement is personal to you and you cannot transfer or assign your rights, licenses, interests and/or obligations to anyone else. We may transfer or assign our rights licenses, interests and / or our obligations at any time to any persons, including but not limited as part of a merger, acquisition or other corporate reorganisation involving TripleA, provided that this transfer or assignment does not materially impact the quality of the TripleA Services you receive. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.
23. If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, this will not affect the validity of any other provision. If any provision is found unenforceable, the unenforceable provision will be severed, and the remaining provisions will be enforced.
24. We may not always strictly enforce our rights under this Agreement. If we do choose not to enforce our rights at any time, this is a temporary measure and we may enforce our rights strictly again at any time.
25. This Agreement and any information or notifications that you or we are to provide should be in English. Any translation of this Agreement or other documents is provided for your convenience only and may not accurately represent the information in the original English. In the event of any inconsistency, the English language version of this Agreement or other documents shall prevail.
26. In the event that TripleA is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you and our relationship with you (including this Agreement) as part of such merger, acquisition, sale, or other change of control.
27. Unless otherwise stated, nobody else has any rights under this Agreement. This Agreement is between you and us. No other person shall have any rights to enforce any of its terms including under the (Rights of Third Parties) Act (Chapter 53B) of Singapore.
28. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, the Sections relating to suspension or termination, debts owed to TripleA, general use of the Site, disputes with TripleA, and general provisions will continue to be binding and operate after the termination or expiration of this Agreement.
29. This Agreement will be governed by, and construed in accordance with, the laws of Singapore and, subject to any overriding legal requirements, the parties irrevocably submit to the exclusive jurisdiction of the Singapore Courts. This Agreement and any information or notifications that you or we are to provide should be in English.