

## **TERMS AND CONDITIONS FOR USE OF TENX SERVICES**

**PLEASE READ THESE TERMS TOGETHER WITH THE POLICIES (EACH AS DEFINED BELOW) CAREFULLY BEFORE USING TENX SERVICES, SUCH AS THE CARD, THE TENX APP, THE TENX ACCOUNT AND/OR ANY OTHER PART OF THE TENX SERVICES (HEREINAFTER “SERVICES”). IF YOU APPLY FOR TENX CARD, PLEASE ALSO READ THE CARD ISSUER TERMS (AS DEFINED BELOW) CAREFULLY BEFORE USING THE CARD.**

**THESE TERMS GOVERN YOUR APPLICATION FOR, HOLDING OF OR USE OF A TENX ACCOUNT AND TENX SERVICES AND YOUR APPLICATION FOR, POSSESSION OF OR USE OF THE CARD.**

**BY YOUR REGISTRATION FOR A TENX ACCOUNT, CONTINUED HOLDING OR USE OF AN ACCOUNT THROUGH THE TENX APP, APPLICATION FOR A CARD AND/OR YOUR CONTINUED POSSESSION OR USE OF THE CARD OR USE OF OTHER TENX SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE FULLY UNDERSTOOD THESE TERMS IN THEIR ENTIRETY, AND YOU AGREE WITH AND ACCEPT THESE TERMS IN THEIR ENTIRETY AS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND TENX (AS DEFINED BELOW). IF YOU DO NOT ACCEPT ANY PROVISION OF THESE TERMS (OR ANY PART THEREOF), PLEASE DO NOT APPLY FOR THE CARD, REGISTER FOR THE TENX ACCOUNT OR USE THE CARD, THE TENX APP OR THE TENX ACCOUNT AND/OR ANY OTHER PART OF THE TENX SERVICES.**

**IF YOU ARE UNDER 18 YEARS OF AGE, YOU WILL NOT BE ELIGIBLE TO APPLY OR REGISTER FOR OR USE THE CARD, THE TENX APP, THE TENX ACCOUNT OR ANY OTHER PART OF THE TENX SERVICES.**

These Terms are an agreement between you and TenX, where TenX is represented by TenX Payments Europe AG, as defined below. To the extent that Payments Services Directive (EU) 2015/2366 and the EU E-Money Directive 2009/110/EC and their equivalents in any implementations in member states of the European Union (EU) or the European Economic Area (EEA) are applicable to these Terms and specific services offered to you, these Terms constitute a “**framework contract**” as defined in Article 4 of the Directive between you and TenX Payments Europe AG, an electronic money institution established in the Principality of Liechtenstein and registered with the number FL-0002.592.666-6. Your funds stored with TenX are not protected by deposit protection scheme, however, they will always be placed on dedicated segregation account, as required by law, and would not be impacted in case of TenX insolvency.

These Terms incorporate, and you hereby accept and agree with, the Privacy Policy, Important Information on Key Risks, Fees Schedules, other applicable policies, other terms and conditions as may be prescribed by TenX, notices, procedures, specifications, FAQs, guides and guidelines that are provided or made available to you, appear on the TenX Website or are referred to in these Terms and which TenX may modify from time to time (collectively, the “**Policies**”).

## IMPORTANT INFORMATION ON KEY RISKS

*This section of these Terms highlights some of the risks associated with transactions in connection with virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets, payments services and other risks which TenX would like you to consider before accepting these Terms and using any part of the TenX Services. You are solely responsible for understanding and complying with any and all applicable laws, rules and regulations in connection with your acceptance of these Terms and your use of any part of the TenX Services, including but not limited to those related to taxes or foreign currency transactions as well as reporting and disclosure obligations. To the best of the knowledge and belief of TenX, all risk factors which are material to you in making an informed judgement to accept these Terms and use any part of the TenX Services have been set out below. However, the list of risk factors set out below is only a non-exhaustive list for your consideration, and other risks, arising either now or in the future, could additionally be relevant and applicable to you in making an informed judgement to accept, or continue to accept, these Terms and/or use, or continue to use, the TenX Services.*

### ***Risk of Funds Not Being Immediately Available***

*TenX may close, suspend, or limit your access to any part of the TenX Services (as defined below), and/or restrict your access to the Available Balance (as defined below) of your TenX Account (as defined below) for so long as reasonably required to protect against the risk of liability if you violate, breach or fail to comply with any part of these Terms, the Card Issuer Terms and the Policies (as defined below). For the avoidance of doubt, TenX may also permanently close, suspend, or limit your access to the TenX Services if you violate, breach or fail to comply with any part of these Terms, the Card Issuer Terms and the Policies.*

*Please note that your TenX Account has two (2) separate and distinct functionalities, which are the payments functionality and the reserve functionality. Your ability to access the Available Balance for purposes of making a Card Transaction or TenX Transaction (each as defined below) using the Available Balance of your TenX Account will depend upon whether the Available Balance (which is the subject of such transaction) is associated with the payments functionality or the reserve functionality. The crypto custody services associated with the TenX Account are not provided by TenX Payments Europe AG, but only by TenX PTE Ltd., Singapore.*

*For the purposes of these Terms:*

- a) *The element of your TenX Account which constitutes the payments functionality is known as the **e-money and/or payment account (“payment account”)**. Such payment account is the operational part of your TenX Account through which you have access to your Available Balance and which can be used for the execution of Card Transactions or TenX*

*Wallet Transactions, for example, for the purpose of buying and selling goods and services or making person-to-person payments.*

- b) *The element of your TenX Account which constitutes the reserve functionality is known as the "reserve". Your access to the reserve is restricted and you have no ability to use the Available Balance held in the reserve or to execute TenX Wallet Transactions or Card Transactions using the Available Balance held in the reserve. Any Available Balance held in the reserve may be marked or categorised, for example, as "pending", "under review", "risk reserve" or other similar indications or categorisations. The temporary holding of Available Balance in such reserve by TenX is related to TenX's and/or the Card Issuer's assessment and determination, at its sole and absolute discretion, of certain AML, CFT, fraud, financial and other regulatory risks.*

### **Payment Execution Risks**

*Please note that following TenX's receipt of your payment instruction or instruction to proceed with a transaction in connection with the Accepted Assets, TenX will process or execute such transaction (and where applicable, also credit the relevant payment service provider or partner) as quickly as the relevant payment schemes and financial networks allow (and such transaction may be completed by the next business day following the date of TenX's receipt of your payment instruction or instructions, if the transaction is made in EUROS; however, transactions in other currencies or assets may take longer time, depending on the cut-off limitations and execution times of the payments and processing partners involved).*

### **Price Change Risk Associated with Using Virtual Currencies**

*Prices of virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets (as defined below) fluctuate day by day or even hour by hour. The value of your Available Balance could surge or drop suddenly. Please note that there is a possibility that the price of virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets could drop to zero. Prices of virtual currencies are prone to significant fluctuations, for example, due to announced proposed legislative acts, governmental restrictions, news related to cyber-crimes or other factors causing potentially excessive market enthusiasm or disproportionate loss in confidence. Prices of virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets can also be manipulated.*

### **Liquidity Risk and the Nature of Virtual Currencies**

*Your TenX Account and the Available Balance of your TenX Account are not protected by the relevant deposit guarantee or investment indemnity schemes, either in Liechtenstein or in the jurisdiction of the Card Issuer.*

*Virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets are not legal tender and are not backed by any government. Unlike fiat currencies, which are regulated and backed by local governments and central banks, virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets are based only on technology and user consensus. In cases of massive manipulations or market panic, central governments will not take any corrective actions or measures to achieve stability, maintain liquidity or protect the value of virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets.*

*There is a possibility that executed orders with respect to certain transactions with virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets cannot be settled or may be difficult to settle, or can be completed only at significantly adverse prices depending on the market situation and/or market volume for certain virtual currencies, cryptographic tokens and/or other digital assets.*

*There is also no assurance that TenX will continue to accept the Accepted Assets for purposes of use of the Available Balance to execute your transactions, or that the Card Issuer, Visa or Merchants will continue to permit or accept Card Transactions in the future.*

### **Blockchain Network Risk**

*Completion of certain transactions in connection with virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets on blockchains can be deferred for a certain period of time until an adequate number of confirmations has been received. Transactions with Accepted Assets will not be reflected in your account until the adequate number of confirmations has been received and confirmed by TenX. There is a possibility that your TenX Wallet Transactions and Card Transactions (to the extent that they depend on the preceding blockchain-based transactions) may be declined or remain unconfirmed for a period of time. Transactions in connection with virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets may be irreversible, and, accordingly, potential losses due to fraudulent or accidental transactions may not be recoverable. Some transactions in connection with virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time when you or another party initiated the transaction.*

### **Risk of Using External Wallet Services and Exchange Services**

*In the case where you use an external cryptocurrency wallet or a cryptocurrency wallet which is established or maintained with an Exchange (as defined below) or another service provider where you do not have secure possession of your private keys or credentials to access such cryptocurrency wallet, you may not be able to access your virtual currencies, cryptographic tokens and/or other digital assets including the Accepted Assets. TenX is under no obligation, and may not be able, to assist you in such case.*

## **Force Majeure**

*There is a risk that your Card Transactions or TenX Wallet Transactions may be affected by system failures resulting from adverse events, natural disasters and other emergencies, as well as unforeseen significant changes in the external environment. With regards to opportunity loss (e.g. loss of opportunity to place a payment instruction, resulting in loss of profits which could have been obtained) due to occurrences such as emergency situations and Force Majeure events, TenX and/or the Card Issuer are under no obligation to take any corrective action or measure.*

## **Regulatory Uncertainty**

*The regulatory frameworks applicable to payment services providers and transactions in connection with virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets are still developing and evolving. It is possible that your Card Transactions or TenX Wallet Transactions are, or may be in the future, subject to various reporting, tax or other liabilities and obligations. Legislative and regulatory changes or actions at the country, regional (for example, in the EU or an EEA) or international level may materially and adversely affect the use, transfer, exchange, and value of virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets.*

## **YOU AND TENX HEREBY AGREE AS FOLLOWS:**

### **1. DEFINITIONS AND INTERPRETATION**

1.1 In these Terms, the following words and expressions shall have the following meanings:

1.1.1 “**AML**” means anti-money laundering.

1.1.2. “**Accepted Assets**” means such virtual currencies, cryptographic tokens and/or other digital assets as may be compatible with and supported by the TenX App and the TenX Account, with the list of such virtual currencies, cryptographic tokens and/or other digital assets being as set out in Annex 1 hereto and subject to change from time to time by TenX at its sole and absolute discretion.

1.1.3. **“Applicable Exchange Rate”** means such exchange rate representing the value (in the relevant fiat currency or in the relevant cryptocurrency units) of each unit of an Accepted Asset as may be determined by TenX to be applicable for purposes of calculating the amount of the Available Balance of a TenX Account, displaying for you the prices of the Accepted Assets, applicable fees or charges, and the values of a Card Transaction where the card transactions are directly preceding or dependent on the successful completion of the blockchain-based transactions. The exchange rates are displayed for you and accessible through the TenX App at the time when you initiate or consider to initiate a transaction.

1.1.4. **“Available Balance”**: means the value (displayed as units of the respective Accepted Assets and (where applicable) with a reference to the price of such asset in the respective fiat currency) of the Accepted Assets held by you through your TenX Account based on the Applicable Exchange Rate.

1.1.5. **“Card”** means a TenX- branded debit Visa® card issued by the Card Issuer to you, pursuant to a card scheme and programme administered by TenX and/or the Card Issuer.

1.1.6. **“Card Issuer”** means Wirecard Card Solutions Ltd. (WDCS), a company incorporated in the United Kingdom, authorised by the Financial Conduct Authority to conduct electronic money service activities under the Electronic Money Regulations 2011 (Ref: 900051), with registered office at Third Floor, Grainger Chambers, 3-5 Hood Street, Newcastle upon Tyne, United Kingdom NE1 6JQ, with such company being a member of the Visa® scheme permitted to issue Visa® cards under a card scheme and programme, including the card scheme and programme administered by TenX and/or the Card Issuer.

1.1.7. **“Card Issuer Terms”** means the TenX Visa® Debit Card Agreement, being the agreement between you and the Card Issuer which sets out the further terms and conditions in relation to the Card.

1.1.8. **“Card Payment”** means any transaction for payment made or any amount charged for any goods, services and/or other benefits rendered by a Merchant,

through or from the use of the Card or the Card number appearing on the Card itself or in any other manner, including but not limited to online, offline or mail, telephone or facsimile orders or reservations (as may be determined and communicated between you and the Merchant).

1.1.9. “**Card Limit(s)**” means the maximum permissible limit(s) prescribed by TenX and/or the Card Issuer as being applicable to uses of the Card for Card Transactions, and whether with reference to time periods, total value of Card Transactions, types of Card Transactions, types of accounts or with reference to any other factors that TenX and/or the Card Issuer may deem fit, or a combination of one or more of the aforesaid factors, with:

(a) such generally applicable limit(s) being as set out either in these Terms and/or in the Card Issuer Terms; and

(b) the actual limit(s) applicable to your use of the Card being such limit(s) as may be determined by TenX and/or the Card Issuer in its/their sole and absolute discretion based on the relevant Customer Information and any other information possessed by TenX and/or the Card Issuer (with such actual limit(s) possibly differing from the generally applicable limit(s)).

1.1.10. “**Card Transaction**” normally means a Card Payment, a Card Withdrawal, any rebates or refunds received by you into the card, or any other card transactions, as may be authorised by you.

1.1.11. “**Card Withdrawal**” means any transaction for a withdrawal (in the relevant fiat currency) of any amount of the Available Balance from a Relevant ATM using the Card.

1.1.12. “**CFT**” means the countering of financing of terrorism.

1.1.13. “**Changes**” has the meaning ascribed thereto in Paragraph 21 below.

1.1.14. **“Credentials”**:

In relation to your Card, means your Card number, your Card verification value (CVV) or Card verification code (CVC), your PIN and other security details associated with your Card (including your date of birth).

1.1.15. **“Customer Information”** means all information which you provide to TenX in connection with these Terms, the Card Issuer Terms and/or your use of the Card, including information which relates to a Card Transaction or TenX Wallet Transaction, information which identifies or which relates to you, whether true or not, and information collected, used and/or disclosed in accordance with these Terms, the Card Issuer Terms and the Policies.

1.1.16. **“Directive”** has the meaning ascribed thereto on the first (1<sup>st</sup>) page of these Terms.

1.1.17. **“Directive Transpositions”** has the meaning ascribed thereto on the first (1<sup>st</sup>) page of these Terms.

1.1.18. **“Eligible Countries”** means a country in which TenX and/or the Card Issuer and/or our banking and processing partners can provide or are permitted to provide services to you.

1.1.19. **“Exchange”** means an online platform (such as Bittrex, Binance, Huobi, Kraken or others), which provides services to allow users of such platform to convert and/or trade certain virtual currencies, cryptographic tokens and/or other digital assets into other forms virtual currencies, cryptographic tokens and/or other digital assets or fiat currencies at such exchange rates as may be determined by such platform, but does not grant any rights to users to export the private key(s) of the cryptocurrency wallet(s) associated with such platform.



1.1.20. “**External Wallet**” means an external cryptocurrency wallet or a custodian service of any form, being any cryptocurrency wallet, the services and functionalities of which are not offered through TenX, which:

- a) enables and supports blockchain-based transactions; and
- b) enables its user to receive and hold, at the address of such wallet, any Accepted Assets transferred from any other address to such address.

1.1.21. “**Feedback**” has the meaning ascribed thereto in Paragraph 2.1 below.

1.1.22 “**Force Majeure Event**” means any event or circumstance the occurrence and the effect of which TenX is unable to prevent and avoid notwithstanding the exercise of reasonable foresight, diligence and care on the part of TenX.

1.1.23. “**Indemnified Parties**” means TenX, the Card Issuer, Visa and each of their respective directors, officers, employees, suppliers, vendors, licensors, agents and representatives.

1.1.24 “**Merchant**” means a retailer or any other person which accepts payments with your TenX-branded Visa® card.

1.1.25. “**PIN**” means your personal identification number associated with your Card.

1.1.26 “**Privacy Policy**” means the current version of the personal data protection and privacy policy of TenX published and made available by TenX to the public on the TenX Website, which you must consent to separately from accepting these Terms in order to use TenX services.

1.1.27. "**Policies**" has the meaning ascribed thereto on Page 1.

1.1.28. "**Relevant ATM**" means an automated teller machine which accepts the Card for withdrawals (in the relevant fiat currency) of amounts of the Available Balance, and displays the Visa® mark for purposes of indicating its acceptance of Visa® cards for withdrawals.

1.1.29. "**TenX**" means, collectively:

- a) TenX Payments Europe AG, an entity incorporated in the Principality of Liechtenstein (Company Registration Number FL-0002.592.666-6), normally providing E-money and Payments Services to TenX users.
- b) Other companies within TenX group, that may be indirectly providing services or support to the customers of TenX Payments Europe AG.

1.1.30. "**TenX Services**" means, collectively, all products, services, content, features, technologies or functions offered by TenX to its users.

- a) The following services are provided to you and the following activities described in these Terms are performed by TenX Payments Europe AG:
  - Payments and e-money services, such as operation of fiat-denominated part of your TenX Account, execution of e-money transactions, Card management services with respect to your TenX Card, and other services that are ancillary to the provision of the aforementioned financial services, for example, currency exchange, customer support, or complaints handling. This may also include execution of payments or e-money transactions, as well as fiat-denominated side of transactions with cryptocurrencies or digital assets between you and other TenX users or accepting payments and executing transactions with cryptocurrencies and

digital assets with or between TenX customers, as the case may be and to the extent permitted by law.

- Performing customer identification and verification, maintaining adequate compliance processes with respect to, for example, information security and risk management requirements that are applicable to regulated financial institutions.

b) The following services are provided to you and the following activities described in these Terms are performed by TenX Payments Europe AG:

- Execution of blockchain-based transactions with or between TenX users.

1.1.31. “**TenX App**” means the application(s) for mobile devices and/or the web application operated and maintained by or on behalf of TenX, whether jointly with any other persons or otherwise, through which part of the TenX Services (and such other services and functionalities as TenX may determine from time to time at its sole and absolute discretion) are offered and may be accessed and used, and shall include any derivation or upgrade of such applications as may be made available by TenX, whether jointly with any other persons or otherwise, from time to time.

1.1.32. “**TenX Account**” means such account registered and maintained by you with TenX, which may be used, *inter alia*, as follows:

- a) effect, obtain and have access to TenX Services in connection with the TenX App and in accordance with these Terms;
- b) initiate, send or receive payments and e-money transactions, digitally store and manage your (fiat) balances, apply for, receive and use your TenX-branded card, pay or receive payments using a number of payment methods and options, supported by TenX and made available to you via TenX App.

- c) initiate transactions and make transfers with blockchain-based Accepted Assets in accordance with these Terms; and
- d) receive other related services from TenX, such as view your account history, find applicable exchange rates or other information about TenX services, make changes to your account profile, and similar services.

1.1.33. "**TenX Website**" means the Internet website of TenX as accessible at <https://www.tenx.tech/> or such other URL as may be designated by TenX.

1.2. The headings or titles to the Paragraphs in these Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Terms.

1.3. Where the context so admits, the singular shall include the plural and words in the masculine gender shall include the feminine gender and/or neuter gender and vice-versa.

1.4. Any reference in these Terms to any Paragraph shall be construed as a reference to the paragraphs of these Terms unless otherwise expressly stated.

1.5. The words "include" or "including" in these Terms shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.

1.6. Any reference in these Terms to any person shall be construed as a reference also to such person's successors and assigns.

**1.7. The provisions of these Terms which relate to the Card and the Card Issuer Terms shall be applicable to you in the event that you apply for, receive, possess and/or use the Card. In the case that you do not use TenX Card, the provisions of these Terms which relate to the Card and the Card Issuer Terms shall not be applicable to you.**

## **2. FEEDBACK AND DETERMINATIONS**

2.1. To contact TenX in connection with any matter relating to your use of the Card, or to submit questions, comments, suggestions, ideas, original or creative materials or other information (collectively, the "**Feedback**"), you may write to TenX in English in accordance with these Terms.

2.2 Subject to the applicable laws, regulations, rules, directions, orders and requirements:

- a) any determination, decision or opinion that TenX may make (whether in response to any Feedback or otherwise) under or as envisaged in any provision in these Terms may be made or held in the sole and absolute discretion of TenX;
- b) TenX shall not be required to provide any reason or explanation for any of its determinations, decisions and opinions (whether in response to any Feedback or otherwise); and
- c) in the event that TenX nevertheless provides any reason or explanation for any of its determinations, decisions or opinions (whether in response to any Feedback or otherwise), such reason or explanation shall not be binding on TenX, and such reason or explanation does not constitute any representation, warranty or undertaking by TenX (as to any future action or otherwise).

## **3. APPLICATION FOR TENX SERVICES, REGISTRATION FOR TENX ACCOUNT AND ELIGIBILITY**

3.1. In order to be eligible to apply for and use our Services, you must be a resident in an Eligible Country. In order to be eligible to use our services, you must be at least eighteen (18) years of age, and have full power and capacity to accept these Terms.

3.2. You must represent and warrant to us in opening an account with us, that you are not acting on behalf of or for the benefit of anyone else.

3.3. Specifically, you must not be a resident in any of the following Restricted Locations: Afghanistan, Crimea Region, Cuba, Eritrea, Iran, Iraq, Japan, Kosovo, Lebanon, Libya, Myanmar, North Korea, Syria, Palestinian Territories, Somalia, South Sudan, Sudan, Venezuela, the United States, and Yemen. You hereby represent and warrant that you are located in the territory or country which you asserted at the time of account registration and that you are not located in a Restricted Location. We may also restrict or prohibit use of all or a portion of our services from certain other countries, territories, or jurisdictions, as may be required by law or our contractual obligations.

3.4. You shall provide all such Customer Information as may be requested by TenX and deemed by TenX to be necessary for purposes of determining whether to approve of your account registration and determine the scope of the services you are eligible to receive from us. In particular, TenX reserves the right to require you to provide such additional Customer Information as may be deemed by TenX to be necessary for purposes of:

- a) verifying your identity and other Customer Information provided by you to TenX;
- b) verifying the justifications for the sources of funds or sources of wealth as a condition of providing the TenX Services to you or before TenX permits you to use or continue to use our services;
- c) determining whether the risk-related reserves requirements, transactional or card limits that should be applicable to you; and
- d) otherwise fulfilling our legal or contractual obligations as well as enforcing these Terms.

TenX may make, directly or indirectly, any inquiries which it considers necessary to validate Customer Information provided by you to TenX, including without limitation checking

commercial databases, population registers or credit reports, or using other sources and publicly available information.

While TenX will take steps to verify the identity of users of the TenX Services, TenX cannot and does/do not provide any assurance or guarantee of any user identity. If you interact or transact with other TenX users, you are solely responsible for taking any and all appropriate steps to verify the identity of other users of the TenX Services and any other person with whom you transact using any part of the TenX Services.

3.5. You hereby agree to:

- a) provide accurate, current and complete Customer Information in relation to your identity, location and other matters in connection with your registration for TenX Services;
- b) keep all Customer Information provided by you to TenX updated at all times;
- c) immediately notify TenX if you change your country of residency or domicile or if there are any other changes to any other Customer Information provided by you to TenX;
- d) not use a password for your TenX Account that you have already used for an account maintained with any other website or any other service provider;
- e) not use a PIN for your Card that you have already used for another virtual or physical card issued outside of these Terms and the Card Issuer Terms;
- f) protect and maintain the security of your access to your TenX Account, your Card and/or the Credentials, by undertaking all appropriate measures and performing all of your obligations as set out in Paragraph 6 below.

- g) immediately notify TenX and/or the Card Issuer if you discover or otherwise suspect any inappropriate or unauthorised disclosure of and/or use of your TenX App and/or your Card.

3.6. If you have successfully registered for a TenX Account and/or applied for a Card and thereafter register for a second (2<sup>nd</sup>) TenX Account or apply for a second (2<sup>nd</sup>) Card using a different email, but with the same personal information as previously provided by you in respect of your registration for your initial TenX Account, TenX reserves the right not to approve the registration of such second (2<sup>nd</sup>) TenX Account, and you may be required to access and use only your previously approved TenX Account. If your previous registration for a TenX Account and/or previous application for a Card was rejected by TenX or the Card Issuer, or TenX had previously closed your Account, you may not be able to reapply for a new TenX Account and/or Card.

3.7. Upon approval by TenX of your application for a Card and receipt by TenX of the issuance fee and all other fees associated with such issuance:

- a) the Card shall be issued to you on the basis of all of the Customer Information provided in your application; and
- b) the Card shall be delivered to the address designated by you in your application for the Card
- c) as soon as practicable, as of the date of TenX's approval of your application for the Card.

3.8. Upon your receipt of the Card, you shall immediately sign in the field designated for your signature on the back of the Card.

3.9. Prior to using the Card for any Card Transaction, you shall read all of the instructions delivered together with the Card carefully and activate the Card by following such instructions. By proceeding to use the Card for any Card Transaction, you are deemed to have fully understood all of such instructions.



#### 4. ACCOUNT INFORMATION AND USER CONTENT

4.1. You can review the Customer Information provided by you to TenX and make any desired changes to certain Customer Information, or to the settings for your TenX Account, at any time by logging into your TenX Account through the TenX App, accessing your profile therein and changing your preferences therein.

4.2. Unless your access to your TenX Account is restricted (for example, due to any suspicions of inappropriate or unauthorised disclosure of and/or suspicious account behaviour, or a very prolonged period of inactivity), you may access details of your account history, your Customer Information and details of your Available Balance by logging into your TenX Account. Selected information relating to your transactions will also be provided to you via email. You will also be able to access a downloadable report via your TenX Account, including all fees payable by and charged to you in the relevant period. TenX reserves the right to charge a fee for providing you with any additional information or for providing the transaction history and other information (other than via downloadable standard reports). The way in which TenX and/or the Card Issuer provide such information will allow you to store and reproduce the information unchanged, for example by printing a copy. TenX will ensure that the details of each transaction will be made available for you to view online for at least thirteen (13) months from the execution date.

4.3 The TenX Services may include parts thereof which allow you to create, post, upload, share or store content, including, but not limited to, photos, videos, sound, text, graphics, code, items or other information and materials (collectively, your "**User Content**"). You are solely responsible for any of the User Content created, posted, uploaded, shared or stored by you and for your use of any interactive features of the TenX Services. You will not create, post, share or store any User Content that:

- a) is unlawful, libelous, defamatory, obscene, pornographic, sexually suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- b) would constitute, encourage or provide instructions for a criminal offence, violate or infringe the rights of any party (including intellectual property rights or rights of publicity or privacy), otherwise create liability or violate any local, state, national or international law;
- c) contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;

- d) contains personally identifiable information about any person without that person's consent;
- e) impersonates, or misrepresents your affiliation with, any person or entity (including TenX or the Card Issuer);
- f) refers to or depicts TenX or the TenX Services but fails to disclose any material connection to TenX or the TenX Services which may exist;
- g) contains any unsolicited promotions, political campaigning, advertising or solicitations;
- h) contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or
- i) in TenX's sole judgment, is objectionable or that restricts or inhibits any other person from accessing and using the TenX Services, or that may expose TenX, the Card Issuer or any other person to any harm or liability of any type.

4.4 TenX does not endorse any User Content that is created, posted, uploaded, shared or stored by you in or through any part of the TenX Services. TenX shall not be responsible or liable for any User Content. Although TenX is under no obligation to screen, edit or monitor User Content, TenX reserves the right, and has absolute discretion, to remove, screen or edit User Content posted or stored on the Services at any time and for any reason. You are solely responsible for creating backup copies of and replacing any User Content you create, post, upload, share or store in or through any part of the TenX Services at your sole cost and expense.

## **5. RIGHTS TO FEEDBACK AND USER CONTENT**

5.1 To the maximum extent permitted by the applicable laws, regulations, rules, directions, orders and requirements, TenX shall be entitled to retrieve and collect, and you hereby affirmatively agree, consent to and authorise the collection, use and disclosure by and on behalf of TenX, any Feedback provided by you to TenX or User Content created, posted, uploaded, shared or stored by you in connection with any part of the TenX Services. TenX shall be entitled to collect, use or disclose any Feedback provided by you to TenX and any User Content created, posted, uploaded, shared or stored by you in connection with any part of the TenX Services for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

5.2 You agree that, to the maximum extent permitted by the applicable laws, regulations, rules, directions, orders and requirements, TenX shall be entitled to retain all Feedback and User Content it receives for any purpose which it deems fit.

5.3 You agree to grant TenX a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, transferable and fully sub-licensable right to use, reproduce, create derivative works of, distribute, publicly perform and publicly display all Feedback and User Content for any purpose which TenX deems fit (including the copying, transaction, distribution and publication thereof). You represent and warrant that you own all intellectual property rights (or have obtained all necessary rights) to provide your Feedback or create, post, upload, share or store User Content in connection with any part of the TenX Services and to grant TenX the foregoing license(s).

## **6. YOUR ACCOUNT SECURITY AND RESPONSIBILITY FOR UNAUTHORISED TRANSACTIONS**

6.1. TenX is committed to handling all Customer Information provided by you to TenX with high standards of information security.

6.2. Your email address, your Credentials, other Customer Information which you provide to TenX and certain additional authentication methods will be used to access the TenX Services (including your TenX Account and your Card) and to initiate communications with TenX. You may also be prompted to answer several security questions.

6.3. You shall have the sole responsibility to maintain the secrecy and secure possession of all of your Credentials. You should not disclose your Credentials to any person other than representatives of TenX. While representatives of TenX may request for only information or documents for purposes of verifying your identity and address, they will never request for your password and any other access keys for accessing your TenX Account or the cryptocurrency wallet associated therewith. Accordingly, any email, telephone call or other communication requesting for your password and any other access keys for accessing your TenX Account or the cryptocurrency wallet associated therewith, should be treated as unauthorised and suspicious, and notified to TenX.

6.4. If you do share your Credentials with a third party for any reason, including for the reason that the third party has promised to provide you with additional services such as account aggregation or information services, such third party will have access to and use your TenX Account, the Customer Information provided by you to TenX and your Card. You may also be responsible for any other actions taken by such third party using your Credentials. Granting permission to any third party in any way does not relieve you of any of your responsibilities, obligations and liabilities under these Terms or the Card Issuer Terms.

6.5. Any claim with respect to lost or compromised credentials to your TenX Account, lost Card, an unauthorised or defective execution of a payments or e-money transaction included into your transaction history or other reports or the non-execution of a payments or e-money transaction or blockchain transactions must be submitted by you to the TenX support team **immediately via Support section are [www.tenx.tech](http://www.tenx.tech)** to ensure that TenX is able to take appropriate actions, reset your credentials and protect your account and the integrity of our services, and in any case within 30 days of the incident, unauthorised execution or non-execution of transaction, as the case may be. Where you know or suspect that your Card has been lost or compromised, you must immediately access your TenX Account, block or lock your Card and disable all uses of your Card and your TenX Account for any further transactions.

6.6. In case a claim is lodged by you within the time specified in the previous paragraph, TenX will conduct an investigation, and if the fact of a payment or e-money transaction not being authorised is confirmed, TenX shall refund you with the amount of the relevant transaction no later than by the end of the following Business Day after noting or being notified of the transaction and, where applicable, restore the debited account to the state in which it would have been, had the unauthorised transaction not occurred. However, this obligation shall not apply where TenX has reasonable grounds for suspecting fraud. Where required, you shall promptly take such steps as may be prescribed by TenX and/or the Card Issuer in relation to lost or compromised credentials or unauthorised transactions, including making of a police report accompanied by written confirmation or other actions or submissions that TenX and/or the Card Issuer may require.

6.7. You shall, however, remain liable for any loss resulting from an unauthorised payment or e-money transaction under the following circumstances and subject to the following conditions:

- Until notification to TenX pursuant to the rules on notification of an incident, of the loss or theft, or misuse of the Credentials which was made possible because you were unable to preserve the security of your Credentials:
  - you remain liable up to an amount of EUR 50, unless the loss, theft or misappropriation was not detectable to you prior to a payment, except you

have acted fraudulently;

- the loss was caused by acts or lack of action of an employee, agent or branch of TenX or of an entity to which its activities were outsourced.
- You will bear all of the losses relating to any unauthorised payment or e-money transactions if they were incurred by you acting fraudulently or failing to fulfil one or more of the obligations relating to these Terms with intent or gross negligence. In that case, the maximum amount referred to above will not apply.
- Where TenX did not require strong Client authentication for payments or e-money transactions, you will not bear any financial losses unless you acted fraudulently.
- You shall not bear any financial consequences resulting from fraudulent or unauthorised use of the lost, stolen or misappropriated Credentials after you have duly notified TenX, except where you have acted fraudulently.
- In any case, you shall bear the entirety of the losses resulting from an unauthorised transaction in the event that you have acted fraudulently, irrespective of the notification of an incident sent to us.

**6.8. No Returns or Refunds for Blockchain-based transactions.** All blockchain-based transactions are final and non-reversible. We do not accept any returns or provide refunds in connection with any such transactions. While a blockchain-based transaction is pending confirmation by the applicable network, the virtual currency or cryptographic token or a digital asset subject to such confirmation, will be unavailable for use in connection with any other transaction you initiate with TenX Services.

6.9. If you use your TenX account primarily for business purposes, please refer to the following conditions that apply to you. If you are not a consumer (which means that the TenX Account is primarily and regularly used by you for the purpose of carrying out entrepreneurial or professional activities, business or trade) we will consider you to be a business customer or “Business Account” and it is hereby agreed that in accordance with Articles 38 and 61 of the EU Payment Services Directive, the legal provisions relating to payments and e-money services the application of which may be excluded by contract in the relationships between a service provider and a non-consumer will not apply to our business relationship. Accordingly, you agree in particular that the provisions of Title III, Articles 62 (1), 64 (3), 72, 74, 76, 77, 80 and 89 of the EU Payment Services Directive do not apply and that time limits that are different from those laid down in Article 71 of the EU Payment Services Directive apply.

6.10. If your account is a Business Account, you hereby agree as follows:

- you may be charged fees in a larger number of situations, including with respect to the provision of information, corrective and preventive measures as further set out in our fees schedule;
- in case of unauthorised transactions, you will not benefit from the provisions of Article 74 of the EU Payment Services Directive as reflected in article 6.6 of these Terms, which shall be disapplied, meaning *inter alia* that you will bear all losses incurred before notification of an incident to us and that you will bear all losses even after notification where you have acted negligently or fraudulently;
- you are not entitled to the right to a refund for certain payments or e-money transactions initiated by or through a payee as provided for in Article 76 and 77 of the EU Payment Services Directive;
- you will not benefit from the rules of the Article 72 of the EU Payment Services Directive, and you will need to provide evidence of any of your allegations, including that you have not authorised a transaction or that a transaction was not correctly executed.
- you further agree that while we may do so, we are not obliged to comply nor provide you with the information requirements set out in Title III of EU Payment Services Directive.
- TenX liability for the losses or damages you may suffer in cases of compromised or lost credentials or unauthorised transactions will be limited to the widest extent admissible by laws and regulations.

6.11. As required by applicable regulations, TenX will notify you in the event of suspected or actual fraud or security threats via your registered e-mail, phone number or mobile app notification.

## **6A. DISPUTED CARD TRANSACTIONS**

Subject to the Card Issuer Terms, in the event that TenX is notified by you of any Card Transaction which you discover, suspect or have reason to believe to be arising from or in connection with any loss, theft, or inappropriate or unauthorised disclosure of and/or use of your Card and/or your Credentials in relation to your Card, or any manifest or obvious technical error at any stage of a Card Transaction:

- a) TenX shall provide to the Card Issuer all relevant information in relation to such Card Transaction and other Customer Information provided by you to TenX for the purposes of allowing the Card Issuer to investigate such Card Transaction;
- b) provided that the Card Issuer is satisfied that you have made all reasonable efforts to resolve the dispute in relation to such Card Transaction with the Merchant with which such Card Transaction was made, the Card Issuer shall investigate such Card Transaction and determine, whether or not your refund request is justified;
- c) during the period of such investigation, the amount of Accepted Assets of your Available Balance which is the subject of such Card Transaction shall be unavailable for use in connection with any other TenX Wallet Transaction or Card Transaction; and
- d) in the case where the Card Issuer determines to provide a refund of the value of such Card Transaction, TenX shall provide a refund to your TenX Account of the deducted amount of Accepted Assets of your Available Balance which is subject to such Card Transaction.

Subject to the Card Issuer Terms, in the case where TenX and/or the Card Issuer receive(s) additional information in relation to such Card Transaction, after a refund of the deducted amount of the amount of Accepted Assets of your Available Balance has already been provided to you and the Card Issuer determines, based on such additional information, that you shall not be entitled to receive such refund, the refunded amount of Accepted Assets of your Available Balance shall be re-deducted from your Available Balance. In the event that your Available Balance is insufficient for such re-deduction, you agree to reimburse TenX, upon request, for the value of the Card Transaction in excess of your Available Balance in such fiat currency, Accepted Asset or any other form as may be requested by TenX.

## **6B. MONEY PAID INTO YOUR ACCOUNT BY ACCIDENT**

6B.1. Subject to the applicable laws, regulations, rules, directions, orders and requirements and the Policies (including the Privacy Policy), TenX can already return money paid to your payment instrument by mistake.

6B.1. However, if you don't think a payment made to you from a payment service provider in the EEA was a mistake, TenX may also be allowed to share your personal information with the paying payment service provider so that you can be contacted directly. This is

because TenX is required to cooperate with other payment service providers and share all relevant information in order to assist with tracing money which is sent to the wrong person.

## **6C. MONEY PAID BY YOU TO THE WRONG PERSON**

If you give TenX the wrong details for a payment or you tell TenX about an incorrect payment more than 13 months after it was made, TenX won't give you a refund but will try and trace it for you. TenX may charge you a reasonable fee to cover for the costs of doing so.

## **6D. PAYMENT TRANSACTIONS FOR UNKNOWN AMOUNTS**

6D.1. For card-based payment transactions where you do not know the exact amount of the payment transaction at the time you authorise it, TenX will not block funds on your payment instrument unless you authorise the exact amount to be blocked. This could be the case for payments you make at hotels or at fuel stations for example.

6D.2. TenX shall release any blocked funds without undue delay as soon as TenX is aware of the exact amount of the payment transaction and immediately after receipt of the relevant payment order.

## **6E. LATE EXECUTION OF PAYMENT TRANSACTIONS**

If you are able to make payments directly from your account to another person and if a payment you asked TenX to make within the EEA arrives later than it should have, you can ask TenX to contact the receiving bank and ask them to treat it as if it was made on time.

## **6F. THIRD-PARTY PROVIDERS**

6F.1. You can choose to allow a Third Party Provider (TPP) to access information on your account, to combine and display information about your account with information from accounts you have with other payment service providers, and, if applicable to your payment instrument, to make payments for you from your account, provided the TPP is authorised by the FMA in Liechtenstein, FCA in the UK, or another European regulator and you have given your explicit consent.

6F.2. If you do, you must keep us informed of any incorrect or unauthorised transactions that happen so TenX can take steps to stop further misuse of your payment instrument and arrange any refund you've been entitled to.

6F.3. If you are thinking of using a TPP, it is important you check with the regulator whether it is authorised before you use it.



6F.4. TenX can refuse or stop access to a TPP if TenX is concerned it isn't authorised or if TenX believes it's fraudulent or acting fraudulently. If that happens, TenX will contact you to explain why unless TenX believes that would compromise our security or it would be unlawful.

6F.5. This provision will not affect any customers who do not use TPPs.

## **7. USE BY TENX OF CUSTOMER INFORMATION**

Subject to the applicable laws, regulations, rules, directions, orders and requirements and the Policies (including the Privacy Policy), TenX shall be entitled to request, retrieve and collect, and you hereby affirmatively agree, consent to and authorise the collection, retrieval, use and disclosure by and on behalf of TenX of any and all Customer Information, in the manner and for the purposes set out in the Policies and the following purposes:

- a) carrying out identification checks, due diligence and other checks, screenings and verifications (including for purposes of completing any anti-fraud, know-your-client, CFT and AML procedures implemented by TenX);
- b) dealing in any matters relating to your Card or your TenX Account (including the mailing of correspondence, statements, invoices, reports or notices to you, which could involve disclosure of your Customer Information to the extent necessary to bring about delivery of the same as well as on the external cover of envelopes/mail packages);
- c) investigating fraud, misconduct, any unlawful action or omission, whether relating to your claims or any other matter relating to your Card, your TenX Account and/or your relationship with TenX, and whether or not there is any suspicious of the aforementioned;
- d) for meeting legal, regulatory and other compliance requirements (including disclosure to all government agencies and authorities, regulators, exchanges, clearing houses, markets or depositories); and
- e) providing you with information about your transactions, updating you about our services, for example, scheduled maintenance times or security alerts, maintaining safety and security of our services, and other purposes as set out in these Terms and our Policies.

## **8. USE OF TENX SERVICES AND TRANSACTION EXECUTION**

8.1. When you instruct TenX to process and complete a transaction, you agree and accept that you authorise TenX to execute such transaction immediately (unless otherwise stated) in accordance with your instructions and charge you any applicable fees associated therewith. You represent and warrant that any Customer Information you provide to TenX in connection with each transaction, is accurate and complete.

8.2. You further agree and accept that any duly authorised instruction by you to TenX to process and complete a transaction cannot be reversed, changed, withdrawn or cancelled, unless such reversal, change, withdrawal or cancellation is practicable and specifically permitted by the applicable laws, regulations, rules, directions, orders and requirements.

8.3. You may issue a payment instruction to us by connecting to our Services and making appropriate selections and entering relevant transactional details as well as validating your transaction through your preferred method of strong authentication, where applicable. The sole transmission to TenX of a payment instruction in the above described manner shall constitute an authorization of such payment instruction. The validation of a payment instruction through the use of the Services shall have the same value as your original signature and shall have the same value in evidence as an original written document.

8.4. If the strong authentication confirmation has been successfully completed, the burden of proof that an executed transaction has not been authorised by you or that a transaction has not been correctly executed normally lies with you.

8.5. A payment instruction shall be deemed to have been received by TenX at the time of actual validation by you of the payment instruction, it being understood that, depending on the payment instrument used, certain payment instructions or validation thereof received by TenX after the cut-off times imposed by our banking or payment partners, or at any time during a non-Business Day, will be deemed to have been received on the next Business Day.

8.6. When payment transactions (including also transactions with e-money balance) are made in euros from an Available Balance denominated in euros, we will ensure that the amount of the transaction is credited to the account of the payment service provider of the payee by no later than the end of the following Business Day following the moment of receipt of the payment instruction in accordance with these Terms. For all other payment transactions effected within the EEA other than the payment transaction described in the preceding paragraph, TenX will ensure that the amount of the payment transaction is credited to the account of the payment service provider of the payee by no later than the

fourth Business Day following the moment of receipt of the Payment instruction. For all other payment transactions not covered in the preceding paragraphs, you acknowledge that the execution time for the payment transaction will be subject to the operating rules of international payment systems and that in this case, we will not be bound by the deadlines set out above.

8.7. In the event that we do not detect a fraudulent use or misuse of your Credentials and execute a payment transaction initiated through such Credentials, including successful application of the strong authentication requirements, as the case may be, we shall, except in the case of gross negligence or willful misconduct, be deemed to have validly executed the payment transaction, as if the payment transaction had been initiated by you. We will thus be released from our obligation to refund you the funds on the TenX Account which have been used in order to execute such payment instruction.

8.8. We may, at any time, reject a payment instruction submitted to us via the Services, or impose any other conditions or restrictions upon your use of the Services. The reasons for the refusal and the procedure for correcting any factual mistakes that led to the refusal will be notified to you at the latest by the end of the Business Day following the refusal. TenX will be deemed to have satisfied this obligation if it has sent the notification of refusal within the period of execution time regardless of the date of actual receipt by you of such notification. Any notification by TenX of a justified refusal of a payment instruction may result in you being charged a fee.

TenX may, without being obliged to do so, refuse to execute a payment instruction:

- if the payment instruction contains any factual error, in particular, incomplete or imprecise transactional details;
- if you have breached any of your obligations towards TenX under these Terms or any other agreement entered into between you and TenX;
- if the payment instruction does not meet the agreed form as set out in these Terms;
- if your Available Balance is insufficient to execute a payment instruction in full;
- if the spending limits as may have been agreed upon between you and TenX have been reached;
- if the payment instruction cannot be executed in full;
- if the payment instruction has been made by a person who has no power to operate the Account;

- if TenX is legally or contractually obliged to freeze your Account or block transactions;
- if TenX suspects that the security of Service is compromised, e.g. because of a problem or technical failure or because of hacking attacks;
- if TenX suspects fraud (for example where it has identified suspicious transaction(s)) or has received a notification that an incident has occurred);
- if TenX believes that the execution of the payment transaction would be contrary to any national or foreign laws, regulations or decisions of authorities or would expose TenX to liability risks.

Should you elect to proceed with a subsequent execution of a payment instruction notwithstanding refusal thereof by TenX, you shall provide TenX with a new payment instruction containing all the required elements. It will not be possible to correct the initial payment instruction.

In the event of a payment instruction which is beyond your Account's permissible use or applicable limits, TenX may request additional identifying information from you and must receive such information before processing the payment instruction. If you fail to provide this additional required information or documentation, the attempted transaction may be refused or suspended by TenX, without being obliged to do so.

8.9. TenX may, at any time and to the maximum permitted by the applicable laws, regulations, rules, directions, orders and requirements, pause, refuse to process or complete any TenX transaction initiated by you, impose limits on the value or type of such transaction or impose any other conditions or restrictions on your access to and use of the TenX Services.

8.10. It shall be your sole responsibility to keep track of and monitor your activity for TenX Wallet Transactions or Card Transactions. In particular, it shall be your sole responsibility to ensure that your Available Balance is sufficient to cover the full amount required for a proposed transaction and all fees associated therewith which shall be payable by and charged to you upon initiation of a transaction.

8.11. If you attempt to initiate, or if TenX is instructed by you to process or complete, a transaction at a time when your Available Balance is insufficient to cover the full amount required for such transaction and all fees associated therewith which shall be payable by you, such transaction in most instances will be declined. However, in the event that due to a system malfunction or any other reason, such transaction is successful or completed (or partially successful or completed) notwithstanding that your Available Balance is insufficient and your Available Balance becomes negative as a result of such successful or complete

transaction, you agree to reimburse TenX, upon request, for the amount of the transaction in excess of your Available Balance in such fiat currency, Accepted Asset or any other form as may be requested by TenX.

8.12. It is your sole responsibility to confirm the list of virtual currencies, cryptographic tokens and/or other digital assets which are Accepted Assets. Any virtual currencies, cryptographic tokens and/or other digital assets other than the Accepted Assets (the “**Unsupported Assets**”) which are sent to an address associated with your TenX Account may be lost, destroyed or not returned to you. While you may request for TenX’s assistance to retrieve any such Unsupported Assets which are sent to an address associated with your TenX Account, TenX is under no obligation to provide such assistance. Additionally, there may be fees payable by and chargeable to you if TenX provides any such assistance to retrieve the Unsupported Assets for return to you.

8.13. In the event of any airdrop, fork, hack, mining attack (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), cyber-attack, distributed denials of service, error, vulnerability, defect, flaw in programming or source code or any other occurrence resulting in a change in the structure or source code of any blockchain, any determination of whether or not to take any corrective action or measure and the type of corrective action or measure shall be made at the sole and absolute discretion of the TenX. TenX does not bear any liability in the event that you or a third party incurs any losses as a result of any airdrop, fork, hack, mining attack (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), cyber-attack, distributed denials of service, error, vulnerability, defect, flaw in programming or source code or any other occurrence resulting in a change in the structure or source code of any blockchain, or lack of corrective actions or measures taken by TenX or if TenX decides to cease its support of Accepted Assets with the TenX App.

8.14. To the maximum extent permitted by all applicable laws, regulations, rules, directions, orders and requirements, TenX shall be entitled, at any time in its sole and absolute discretion, to determine and vary the types of transactions that may be carried out with your TenX Account, the types of services offered to you, the payment methods supported or the list of Merchants which are participating in the relevant card scheme and programme administered by TenX and/or the Card Issuer and under which the Card Issuer operates.

## **8A. STATEMENTS**

Information about your payment instrument and transactional history will be made available to you at all times via your online account without an accompanying email notification.

## **9. PROLONGED INACTIVITY**

In the event of very prolonged period of inactivity in respect of your TenX Account and where the Available Balance of your TenX Account is positive, TenX shall attempt to contact you with such contact details based on the Customer Information provided by you to TenX. However, if TenX is unable to contact you, the applicable laws, rules, regulations, directions, orders or requirements may require TenX to report such Available Balance as unclaimed property to the applicable regulatory authority or law enforcement body and deliver the Accepted Assets comprising such Available Balance to the applicable jurisdiction as unclaimed property. To the maximum extent permitted by all applicable laws, regulations, rules, directions, orders and requirements, TenX reserves the right to deduct administrative fees from such Available Balance in connection with such prolonged period of inactivity, such attempt to contact you and/or such report.

## **10. RESPONSIBILITY FOR USE OF EXTERNAL WALLETS AND EXTERNAL ACCOUNTS**

10.1. You shall be solely responsible for your use of any External Wallet or External Account and your compliance with any and all terms and conditions which are prescribed by the provider of the services of such External Wallet or Account as being applicable to your use of such services. TenX shall not be responsible for any access to or use of any External Wallet or Account. You agree and accept that in the event that the security of your External Wallet or External Account is compromised in any manner, you shall not be entitled to receive any compensation from TenX, and TenX shall not be obliged to provide, any refunds in respect of any loss, theft, or inappropriate or unauthorised disclosure of and/or use of such External Wallet or Account or their respective credentials.

10.2. The amount of time required to process and complete a transaction involving an address of an External Wallet or payments processing times with respect to External Wallets will depend in part upon the performance of third parties (including the provider of the services of such External Wallet or Account), and TenX does not provide any kind of assurance of the amount of time required to process and complete such transactions.

10.3. In some cases, the provider of the services of such External Wallet and/or Account may reject your transaction for a number of reasons. TenX shall not be responsible for such rejections or any losses in connection therewith.

## **11. PROHIBITED USES OF TENX SERVICES**

11.1. You hereby agree that you shall not use any part of the TenX Services to conduct, pay for or facilitate activities that:

- a) violate any applicable law, regulation, rule, direction, order or requirement;

b) relate to transactions involving:

1. narcotics, steroids, certain controlled substances or other products that present a risk to human safety;
2. drug paraphernalia;
3. items that encourage, promote, facilitate or instruct others to engage in illegal activity;
4. stolen or pirated goods including digital and virtual goods or items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
5. the promotion of hate, violence, racial intolerance, or the financial exploitation of a crime;
6. items that are considered obscene;
7. certain sexually oriented materials or services; or
8. ammunition, firearms, or certain firearm parts or accessories, or certain weapons or knives regulated under applicable law; or

c) relate to transactions that:

1. show the personal information of third parties in violation of any applicable law, regulation, rule, direction, order or requirement;
2. support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs;
3. are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card;
4. are by payment processors to collect payments on behalf of Merchants;
5. involve certain credit repair, debt settlement services, credit transactions or insurance activities; or
6. involve offering or receiving payments for the purpose of bribery or corruption.

11.2. Further, you agree that you shall not:

- a) use any part of the TenX Services or allow a third party to use any part of the TenX Services to commit fraud or otherwise violate the law;
- b) engage in conduct that is harassing, threatening, intimidating, or stalking, or that TenX otherwise deems objectionable;
- c) engage in conduct or an act of fraud, extortion or blackmail, that seeks to disseminate falsehoods about the TenX or otherwise harm the TenX's reputation and credibility using deception;



- d) use any part of the TenX Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the TenX Services or that could damage, disable, overburden or impair the functioning of any part of the TenX Services in any manner;
- e) use any part of the TenX Services to deliberately steal the assets of another user, TenX, or affiliated companies, through replay attacks, etc.
- f) reverse engineer any aspect of any part of the TenX Services or apply any other process or procedure to derive the source code of any software included in any part of the TenX Services (unless otherwise permitted by any applicable law, regulation, rule, direction, order or requirement);
- g) violate, infringe or misappropriate any intellectual property right, of other third parties, or commit a tort;
- h) reproduce (other than standard website page caching), create derivative works of, publicly perform, publicly display, distribute, sell, rent, lease, timeshare or otherwise commercially exploit any part of the TenX Services;
- i) attempt to bypass or circumvent measures employed to prevent or limit access to any content, area or functionality of any part of the TenX Services;
- j) develop any third-party applications that interact with Services without our prior written consent, except as allowed through the use of the Application Programming Interface (API) of the TenX App;
- k) use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorised by TenX to access any part of the TenX Services, extract data or otherwise interfere with or modify the rendering of pages or functionality of any part of the TenX Services;

- l) bypass or ignore instructions contained in our robots.txt file that controls automated access to any part of the TenX Services;
  
- m) use any part of the TenX Services other than for its intended purposes; or
  
- n) use any part of the TenX Services to engage in or promote any activity that violates these Terms.

## **12. CARD LIMIT**

12.1. Subject to the applicable laws, regulations, rules, directions, orders and requirements, TenX and/or the Card Issuer may at its/their sole and absolute discretion set certain Card Limit(s) as being applicable to your use of the Card and may vary the Card Limit(s) for different types of Card Transactions.

12.2. You may request for an increase or decrease of the Card Limit(s) applicable to your use of the Card. Any approval of any request for an increase shall be subject to TenX's and the Card Issuer's determination at its sole and absolute discretion based on all of the Customer Information provided by you to TenX. Upon receipt of any request from you to increase the Card Limit(s) applicable to your use of the Card, you shall provide to TenX such additional Customer Information as may be requested by TenX and/or the Card Issuer and deemed by TenX and/or the Card Issuer to be necessary for purposes of determining whether to approve of such increase.

12.3. You shall not at any time carry out or attempt to carry out such Card Transactions the aggregate value of which, or carry out a Card Transaction the value of which, will cause the Card Limit(s) applicable to your use of the Card to be exceeded without TenX's and/or the Card Issuer's prior written approval.

12.4. In calculating whether the Card Limit has been exceeded, TenX may take into account the amount of any Card Transaction not yet deducted from your Available Balance and of any authorisation given by TenX to any person in respect of any prospective Card Transaction(s).

## **13. CARD EXPIRY**

13.1. The expiry date of the Card shall be such date as may be indicated accordingly on the front of the Card. You shall not be entitled to use the Card for any Card Transaction from the expiry date. Unless otherwise notified to you, the Card shall be renewed and a new Card will be sent to you prior to the expiry of any existing Card.

13.2. TenX and/or the Card Issuer reserves the right, at its sole and absolute discretion, not to renew a Card. In the event that TenX and/or the Card Issuer determines not to renew a Card held in your name, TenX and/or the Card Issuer will notify you of the same at least thirty (30) days prior to the expiry date of the Card.

### **13A. INTEREST**

You can use the TenX card to make purchases in-store, via the internet or over the phone. The card can be used to obtain cash through cash machines. There is no cash back facility. This is not a debit card supported by a bank account and is not in any way connected to a bank account. It is also not a guarantee card, charge card or credit card. You will not earn any interest on any funds loaded on to the card.

### **13B. USE OF THE CARD**

13B.1. When you receive your card, you must activate it by securely logging into your TenX and following the instructions.

13B.2. You must not make purchases that exceed the balance of funds available on your e-money balance or TenX account. Your available balance will be reduced by the amount of each purchase you make. If any purchase takes you over your available funds or the card limits in force from time to time and set out in condition 3 the transaction will be declined.

13B.3. You can use the card to make purchases in-store, via the internet or over the phone. The card can be used to obtain cash through cash machines. There is no cash back facility. This is not a debit card supported by a bank account and is not in any way connected to a bank account. It is also not a guarantee card, charge card or credit card. You will not earn any interest on any funds loaded on to the card.

You must not use the card for:

- 1) transactions for cash (other than ATM withdrawal) including for example cash back, cash from a bank, money orders, traveller's cheques, foreign exchange, or bureau de change, or
- 2) any illegal purposes.

13B.4. We may stop, suspend or restrict your card or PIN on reasonable grounds relating to:

- 1) the security of your card, card number or PIN, and

- 2) the suspected unauthorised or fraudulent use of your card or PIN. TenX will, if possible, inform you before stopping, suspending or restricting your card or PIN that TenX intends to do so and the reasons for doing this. If TenX is unable to do so then TenX will inform you immediately afterwards. The requirement to inform you does not apply where it would compromise reasonable security measures or it would be unlawful to do so.

13B.5. TenX is not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with the card. TenX are not liable for the failure of any merchant to honour the card.

13B.6. TenX cards may only be funded by the authorized holder.

### **13C. CARD CANCELLATION RIGHTS**

If you change your mind about having the card, you can cancel it within 14 days of the date you receive confirmation of your application being approved by contacting our Support via [www.tenx.tech](http://www.tenx.tech). Your e-money account balance and/or TenX Wallet balances will not be impacted by that decision.

### **14. DIFFERENT TIMES OF AUTHORISATION OF CARD PAYMENT AND ACTUAL DEDUCTION FROM AVAILABLE BALANCE**

14.1. In relation to Card Payments, you acknowledge and agree that, subject to the applicable laws, regulations, rules, directions, orders and requirements, there may be instances or circumstances in which there are time differences between:

- a) the time at which the relevant invoice, sales draft or other voucher or form is signed or accepted by you for any goods, services and/or other benefits rendered by a Merchant and authorisation has been sought from or given by TenX; and
- b) the time of actual processing and settlement of the Card Payment by TenX, the Card Issuer and/or Visa for payment to such Merchant.

14.2. Subject to the applicable laws, regulations, rules, directions, orders and requirements, in the instances or circumstances as referred to in Paragraph 14.1 above, the actual amount to be deducted from your Available Balance for such Card Payment shall be the amount

calculated based on such exchange rate representing the value (in the relevant fiat currency) of a unit of an Accepted Asset as may be determined by TenX to be applicable at the time as referred to in Paragraph 14.1(b) above. Such exchange rate may differ from the Applicable Exchange Rate.

## **15. PAYABLE FEES**

15.1. TenX shall be authorised to deduct the amount(s) of all transactions and any fees as notified by TenX to you in advance (in writing, by displaying in the TenX App or any other form or manner) as being payable by and chargeable to you under these Terms from the Available Balance of your TenX Account.

15.2. You shall be solely responsible for the payment of all fees associated with any transaction.

15.3. To the maximum extent permitted by all applicable laws, regulations, rules, directions, orders and requirements, TenX shall be entitled to impose the following types of fees which are payable by and chargeable to you:

- a) fee for issuance of a Card to you;
- b) any annual fee in relation to your possession of a Card;
- c) foreign exchange fees and other transaction fees
- d) transaction fees associated with blockchain-based transactions;
- e) fee for change of PIN of your Card;
- f) card replacement fees; and

- g) the provision by TenX to you of any information under these Terms other than as required by or pursuant to the applicable laws, regulations, rules, directions, orders and requirements.

\* With the schedule of fees payable by and chargeable to you being as set out in Annex 2.

15.4. TenX shall have the right in its sole and absolute discretion to revise the amounts of fees which are payable by and chargeable to you by giving notice of such revision no later than two (2) months before the proposed date of applicability of such revision on the TenX Website, through your TenX Account via the TenX App notification, and by e-mail, which shall constitute good and sufficient notice thereof to you by TenX and shall be deemed to have been received by you on the date of such posting or e-mail. TenX shall not be required to provide such notice period of two (2) months in the case where such revision is required by the applicable laws, rules, regulations, directions, orders or requirements or where the change does not have any material or adverse impact for you. In such instances, such revision will be made without prior notice to you and shall be effective immediately.

15.5. In the event that you do not accept a revision of the amounts of fees which are payable by and chargeable to you, you shall forthwith close your TenX Account and terminate your Card by notifying TenX of such closure and/or termination in accordance with Paragraphs 16, 17 and 26 below prior to the proposed date of applicability of such revision. Subject further to Paragraph 16 and 17 below, you shall remain liable to TenX after your closure and/or termination for any liabilities or charges which you may have incurred and are responsible for prior to your closure and/or termination.

15.6. Where you continue to possess or use your Card or continue to hold or use your TenX Account after the proposed date of applicability of a revision of the amounts of fees which are payable by and chargeable to you, you shall be deemed to have agreed with and accepted all parts of such revision and have authorised TenX to deduct such revised amounts of fees from your Available Balance. In the event that your Available Balance becomes negative as a result of deductions from your Available Balance of payable amount(s) for any use of your TenX Account and your Card and the fees associated therewith, you agree to reimburse TenX, upon request, for the amount in excess of your Available Balance in such fiat currency or any other form as may be requested by TenX.

15.7. You agree and accept that in the event of an error at any stage of a transaction, TenX shall be authorised to initiate debit or credit entries to your TenX Account (or any payment instrument or bank account connected thereto) to correct such error, provided that any such correction is subject to all applicable laws, regulations, rules, directions, orders and requirements. You agree and accept that if TenX is unable to debit your TenX Account (or any payment instrument or any bank account connected thereto) for any reason, TenX shall be authorised to resubmit the debit, plus any applicable fees, to any other bank account or payment instrument that you have on record with TenX.

15.8. In the case of a Card Transaction, you will have access to the Applicable Exchange Rate by accessing your TenX Account through the TenX App before you proceed with instructing TenX to proceed with such Card Transaction. By instructing TenX to proceed with such Card Transaction, you are agreeing to the Applicable Exchange Rate including any applicable fees associated therewith. Where a currency conversion is offered by a payment service provider other than TenX and you elect to instruct TenX to proceed with such Card Transaction on the basis of the exchange rate and charges offered to you by such service provider, TenX shall have no liability to you, and shall not be responsible, for such currency conversion.

15.9. You shall be wholly responsible for determining any and all taxes and duties, including without limitation, sales, use, transfer, value added, withholding, and other taxes and/or duties assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with any access to or use of any part of the TenX Services, the sale or purchase of any products or services in connection with any access to or use of the TenX Services, or otherwise in connection with any action, inaction, or omission by you or any affiliate of yours, or any of your or their respective employees, agents, contractors, or representatives. You shall also be wholly responsible for collecting, withholding, reporting, and remitting correct taxes and duties to the appropriate authority.

#### **15A. SURCHARGING AND TOPUP FEES**

TenX will not charge you any fees or surcharges beyond those specified in the FEE SCHEDULE below, Specifically, we will not charge you any fees for topping up of your e-money account from another financial or payment instrument, however, your other payments service provider may charge you for executing your transactions with them, as the case may be.

#### **15.B. CHARGES ASSOCIATED TO CALLS**

For customer support, please visit [www.tenx.tech](http://www.tenx.tech) support section. If situation requires so, we may ask to contact you via a phone call, and those call would normally be charged at your standard network rate, calls from mobiles may be higher.

#### **16. ACCOUNT CLOSURE OR CARD TERMINATION BY TENX**

16.1. If TenX determines that you are incurring an excessive number of chargebacks, disputes, complaints or other irregularities, TenX may establish controls or conditions governing your use of your TenX Account and/or your Card, including without limitation, by:

- a) establishing new processing fees payable by and chargeable to you;
- b) creating a reserve of an amount reasonably determined by TenX to cover anticipated reversals, losses and related fees;
- c) lowering your Card Limits and limits applicable to your TenX Wallet Transactions;  
or
- d) terminating, restricting or suspending your access to and use of the TenX Services, closing your TenX Account and terminating your Card.

16.2. TenX shall be further entitled to close your TenX Account or terminate your Card for any reason at any time in the event that:

- a) you have violated, breached or failed to comply with any part of these Terms, the Card Issuer Terms or the Policies;
- b) TenX determines that you pose an unacceptable credit or fraud risk to us;
- c) you provide or have provided false, incomplete, inaccurate, or misleading Customer Information (including without limitation any information in relation to your registration for a TenX Account or your application for a Card) or otherwise engage in fraudulent or illegal conduct;
- d) TenX has security concerns regarding your TenX Account, your Card, or your Credentials; or
- e) TenX suspects or has reason to believe that there has been loss, theft, or inappropriate or unauthorised disclosure of and/or use of your TenX Account, your Card and/or your Credentials.

In the case where TenX determines that it will close your TenX Account or terminate your Card in any of the above events, TenX shall provide you with a notice of such closure or termination in accordance with these Terms, and where practicable, the reasons for closing your TenX Account or terminating your Card, and allow you to withdraw any remaining Available Balance from your TenX Account.

In the case where you wish to request for reactivation of your TenX Account, Card or Credentials, or replace it/them, you shall notify TenX in accordance with Paragraph 26



below. TenX may, at its sole and absolute discretion, take such action to reactivate your TenX Account, Card or Credentials.

16.3. To the maximum extent permitted by all applicable laws, regulations, rules, directions, orders and requirements (including the Directive and the Directive Transpositions), TenX shall be entitled, or remain entitled, in connection with any closure of your TenX Account and/or termination of your Card by TenX, to:

- a) deduct your Available Balance for any amount and charges incurred in or related to Card Transactions and/or TenX Wallet Transactions that are carried out before such closure of your TenX Account and/or termination of your Card, and you shall remain liable to TenX for such amounts and charges until such amounts and charges are deducted or otherwise paid to TenX in full;
- b) cancel any pending Card Transactions or TenX Wallet Transactions,
- c) suspend, limit or terminate your access to the TenX Website, software, systems (including any networks and servers used to provide any of the TenX Services) operated by TenX or any third party for or on its behalf;
- d) retain your Available Balance after such closure of your TenX Account and/or termination of your Card to such extent and for such period of time as may be reasonably required to protect TenX and/or any third party against the risk of reversals, chargebacks, claims, fees, charges, fines, penalties and other liabilities of whatever nature, after which you shall be entitled to withdraw any undisputed Available Balance which TenX holds.

Please contact TenX in accordance with Paragraph 28 below if you have any questions on your Available Balance held in your TenX Account upon any closure of your TenX Account and/or termination of your Card by TenX.

16.4. Subject to the applicable laws, regulations, rules, directions, orders and requirements, you shall not be entitled to any payment, compensation or damages from TenX in relation to any closure of your TenX Account and/or termination of your Card by TenX pursuant to the foregoing of this Paragraph for any reason.

16.5. Subject to the applicable laws, regulations, rules, directions, orders and requirements, any closure of your TenX Account and/or termination of your Card for any reason shall not release you from any liability or responsibility on your part, which at the time of such suspension or termination, has already accrued.

16.6. In the event of a closure of your TenX Account by TenX, TenX will mark your TenX Account in its database as "Closed", but will maintain a record of the Customer Information

provided by you to TenX in TenX's database for TenX's compliance with applicable laws, rules, regulations, directions, orders and requirements. Such maintenance of a record by TenX of the Customer Information provided by you to TenX is, for instance, necessary in order to deter against fraud, by ensuring that persons who try to commit fraud will not be able to avoid detection simply by closing their initial TenX Accounts and opening new TenX Accounts. However, the Customer Information provided by you to TenX will not be used by TenX for any further purposes, nor sold or shared with third parties, except to the extent necessary to prevent fraud and assist law enforcement authorities, or as required by law.

16.7. The rights of suspension, restriction, closure and termination of TenX under these Terms shall be without prejudice to any other rights or remedies which TenX may have (whether under these Terms, at law, in equity or otherwise).

## **17. ACCOUNT CLOSURE OR CARD TERMINATION BY YOU**

17.1. You shall be entitled to close your TenX Account or terminate your Card at any time by notifying TenX of your intention of such closure or termination in accordance with Paragraph 26 below.

17.2. In the case of termination by you of your Card within six (6) months from the date of issue thereof to you, such termination shall be subject to charges and TenX shall give you prior notice (in writing or any other form or manner) of the actual amounts of fees payable by and chargeable to you in connection with such termination, and unless you notify TenX of your disagreement with your payment of such amounts of fees within five (5) days from the date of your receipt of the notice given by TenX, you shall be deemed to have agreed to payment of such amounts of fees and have authorised TenX to deduct such amounts of fees from your Available Balance.

17.3. In the case of termination by you of your Card after six (6) months from the date of issue thereof to you, such termination shall be free of charge.

17.4. In the event of closure by you of your TenX Account, TenX will mark your TenX Account in its database as "Closed", but will maintain a record of the Customer Information provided by you to TenX in TenX's database for TenX's compliance with applicable laws, rules, regulations, directions, orders and requirements. Such maintenance of a record by TenX of the Customer Information provided by you to TenX is, for instance, necessary in order to deter against fraud, by ensuring that persons who try to commit fraud will not be able to avoid detection simply by closing their initial TenX Accounts and opening new TenX Accounts. However, the Customer Information provided by you to TenX will not be used by TenX for any further purposes, nor sold or shared with third parties, except to the extent necessary to prevent fraud and assist law enforcement authorities, or as required by law.

## **17A. SURVIVING TERMS FOR ACCOUNT CLOSURE, CARD TERMINATION AND COMPLIANCE**

These Terms shall survive termination to the extent necessary for the closure of your TenX Account by you or TenX and/or termination of the Card by you or TenX, and for compliance by TenX with applicable laws, rules, regulations, directions, orders and requirements.

## **17B. COMPLAINTS**

17B.1. If you would like to make a complaint, or contact us for any other reason connected to these terms and conditions please write to the TenX Customer Support team via [www.tenx.tech](http://www.tenx.tech) Support section.

17B.2. TenX will send an acknowledgment letter or email or text to inform you upon receipt of your complaint within 2 business days.

17B.3. TenX will try to resolve any complaints you have about your payment instrument or the service TenX provides to you within 15 business days of receiving your complaint and in exceptional circumstances, within 35 business days (and TenX will let you know if this is the case).

17B.4. TenX have procedures in place to make sure that TenX handles your complaint fairly and quickly. However, if you are not satisfied with the outcome of your complaint, you can write to the FCA Liechtenstein (Landstrasse 109 Postfach 279, 9490 Vaduz Liechtenstein), which is the regulatory authority responsible for supervising TenX regulatory activities in the EEA. If you are the user of the TenX card and your complaint relates to the card service, you can also write to the Financial Ombudsman Service (Exchange Tower, Harbour Exchange, London E14 9SR).

## **17C. CONTACTING IN CASE OF AN EMERGENCY**

TenX may need to contact you urgently if TenX suspects or finds fraudulent activity has occurred on your account (provided TenX is not prohibited from doing so by law) or if TenX suffers a security threat. To do so, TenX may (for example) send you a text message instead of calling or emailing you, if TenX thinks this is the quickest way to contact you. When TenX contacts you, TenX will also give you information on how you can minimise any risk to your payment instrument depending on the nature of the security threat. We'll use the same contact details which you have already provided us with when contacting you. You must inform us immediately if your personal details or contact information change.

## **18. GENERAL RIGHTS OF TENX**

18.1. You hereby agree and accept that TenX's records of all transactions, Customer Information and any other matter in relation to these Terms or your use of TenX Services (including any communications transmitted electronically or telecommunications between TenX and you) are final and conclusive and binding for all purposes, in the absence of manifest error.

18.2. Without prejudice to any of TenX's other rights and remedies (whether under these Terms, at law, in equity or otherwise), TenX is required to act in accordance with any and all applicable laws, regulations and rules and directions, orders and of any applicable regulatory authority and/or law enforcement body relating to anti-fraud, anti-terrorism, CFT, AML and the provision of financial and other services to any persons or entities requirements, and may be subject to sanctions in relation thereto. TenX shall be entitled to take any action which may be required by any applicable regulatory authority and/or law enforcement body or which it, in its sole and absolute discretion, considers appropriate to take in order to comply with such laws, directions, orders and requirements.

18.3. Without prejudice and in addition to any right of set-off to which TenX is otherwise entitled and to the maximum extent permitted by all applicable laws, regulations, rules, directions, orders and requirements, TenX may, at any time, upon written notice to you, set-off any amounts owing by you to TenX for any breach by you of these Terms against any amounts which TenX owes to you.

## **19. DISCLAIMERS, INDEMNITY AND LIABILITY**

19.1. Subject to the applicable laws, regulations, rules, directions, orders and requirements and the Policies, TenX shall not in any event be liable in any way to you or any person for any loss, liability, damages or expense, howsoever arising from or in connection with:

- a) your use of the Card, the TenX App or a TenX Account, or any transaction initiated or received by you using our services;
- b) any loss, theft, or inappropriate or unauthorised disclosure of and/or use of the private keys to the cryptocurrency wallet associated with your TenX Account;
- c) any rejection of use of your Card by any Merchant or any terminal used to process Card Transactions or refusal by any Merchant for any reason to authorise any Card Transaction or to accept or honour the Card;
- d) any transfer of any Unsupported Assets by any person to an address associated with a TenX Account;
- e) any malfunction, defect or error in any terminal used to process Card Transactions or to facilitate the usage of the Card, or of other machines or

systems of authorisation whether belonging to or operated by TenX or other persons or the inability of any terminal, machine or system to accurately, properly or promptly transmit, process or store any data;

- f) any failure, malfunction or breakdown of, or disruption to, the operation of the TenX App or your TenX Account, the relevant blockchain(s), blockchain-based software system(s) or any source code(s) with which the Accepted Asset(s) are associated or any part of the TenX App or your TenX Account relies on, due to occurrences of forks, hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
- g) any delay or inability on TenX’s part to perform any of its obligations under these Terms because of any electronic, mechanical system, data processing or telecommunication defect or failure, act of God, terrorism, civil disturbance or any event outside of TenX’s reasonable control or the reasonable control of any of TenX’s servants, agents or contractors;
- h) any access to or use of any External Wallet or External Account by any person;
- i) any breach of any obligation of confidentiality by any third party provider of any service or facility associated with any Card or TenX Account, and you acknowledge and understand that use of the same involves the transmission of your personal data and transaction details through third parties which TenX may be unable to control, and TenX is not responsible or liable to you for their performance or the non-performance of their obligations to you;
- j) any loss, theft, or inappropriate or unauthorised disclosure of and/or use of your TenX Account, your Card and/or your Credentials;
- k) any injury to your credit, character and reputation in relation to your use of the Card or a TenX Account;
- l) any delay in the release of any amount of your Available Balance which is put on hold for any reason;
- m) your failure, in any manner, to follow the instructions delivered to you together with the Card; and
- n) any circumstance for any matters relating to or in connection with any dispute, refund request or chargeback request in relation to your use of the Card,

and you hereby waive claim you may now or in the future have against TenX for the same. You shall fully and effectively indemnify, defend and hold harmless the

Indemnified Parties from and against, any and all losses arising directly or indirectly from or in connection with any or all of the foregoing matters.

19.2. TenX makes no warranty or representation as to the quality, value, merchantability or fitness for purpose of the any goods and/or services purchased via the Card and assumes no liability or responsibility for the acts or omissions of Merchants. Any dispute about the value, condition or performance of any of such goods/services is to be resolved directly with the relevant Merchants.

19.3. To the maximum extent permitted by all applicable laws, regulations, rules, directions, orders and requirements, you shall indemnify and keep the Indemnified Parties fully indemnified against all losses (including legal costs on an indemnity basis) incurred, suffered or sustained by the Indemnified Parties, directly or indirectly, by reason of or in connection with these Terms, including but not limited to:

- a) any use of the Card for any Card Transactions or the TenX Account for any TenX App regardless of whether or not authorisation has been sought and/or given;
- b) breach of any provision of these Terms or the Card Issuer Terms on your part;
- c) the enforcement or protection of the Indemnified Parties' rights and remedies against you under these Terms or the Card Issuer Terms, or in obtaining or seeking to obtain payment of all or any part of the monies hereby agreed to be paid by you;
- d) insufficiency of your Available Balance to meet any request for payment for any Card Transaction or settlement of any other liability under these Terms or the Card Issuer Terms; and
- e) applicable laws, regulations, rules, directions, orders and requirements which may have an effect on your Available Balance and/or these Terms.

19.4. This Paragraph shall survive any expiry, termination or other cessation of your relationship with TenX and/or your use of the Card.

## **20. FORCE MAJEURE**

TenX shall not be liable to you or be deemed to be in breach of any provision of these Terms by reason of any delay in performing, or any failure to perform, any of its obligations if the delay or failure was due to any Force Majeure Event.

## **21. AMENDMENT, MODIFICATION OR VARIATION OF TERMS**

21.1. TenX shall have the right in its sole and absolute discretion to amend, modify or vary these Terms (and such part of the Policies to the extent that it is entitled to make such amendments, modification or variation) by giving notice of such amendment, modification or variation (“**Changes**”) no later than two (2) months before the proposed date of entry into force of the Changes to these Terms via e-mail, and on the TenX Website, through your TenX Account via the TenX App or in any other form or manner deemed appropriate by TenX (which shall constitute good and sufficient notice thereof to you by TenX and shall be deemed to have been received by you on the date of such posting or e-mail notice. TenX shall not be required to provide such notice period of two (2) months in the case where a Change is required by the applicable laws, rules, regulations, directions, orders or requirements or relates to the addition of a new service, extra functionality to the existing TenX Services or any other change which neither reduces your rights nor increases your responsibilities. In such instances, the Change will be made without prior notice to you and shall be effective immediately.

21.2. In the event that you do not accept a Change as set out in a notice given by TenX, you shall forthwith close your TenX Account and terminate your Card by notifying TenX of such closure and/or termination in accordance with Paragraph 17 above prior to the proposed date of entry into force of the amended, modified or varied Terms. Subject further to Paragraph 17 above, you shall nevertheless remain liable to TenX after your closure and/or termination for any liabilities or charges which you may have incurred and are responsible for prior to your closure and/or termination.

21.3. Where you continue to possess or use your Card or continue to hold or use your TenX Account after the proposed date of entry into force of the Changes to these Terms, you shall be deemed to have agreed with and accepted such Changes to these Terms.

## **22. INCONSISTENCY WITH ANY APPLICABLE LAW, REGULATIONS OR RULES**

In the event that any provision in these Terms results in any direct or indirect non-compliance by TenX with any provision in any applicable law, regulation, rule, direction, order and requirement in any jurisdiction, you acknowledge and agree that:

- a) such provision in these Terms shall be null and void to the extent of such non-compliance by TenX; and

- b) TenX shall be entitled to take such action as may be required for compliance by TenX, or omit to take such action as may result in continued or future non-compliance by TenX, with such provision in the applicable law, regulation, rule, direction, order or requirement.

### **23. NO WAIVER**

No failure to exercise or enforce, and no delay on the part of TenX in exercising or enforcing its rights under these Terms shall operate as a waiver thereof nor shall such failure or delay in any way prejudice or affect the rights of TenX at any time.

### **24. CONFIDENTIALITY**

You agree that TenX shall not be under any obligation of confidentiality to you regarding any such information or material provided by you using the Card, unless agreed otherwise in a separate direct contract between you and TenX and, or otherwise required under applicable law.

### **25. ASSIGNMENT**

25.1. The Card and the TenX Account are non-transferable and all rights, interests and obligations under these Terms shall be non-assignable upon issue of the Card and/or establishment of the TenX Account without the prior written consent of TenX. The Card and/or the TenX Account shall be used only by you and no other person for Card Transactions and/or TenX Transactions strictly.

25.2. To the maximum extent permitted by all applicable laws, regulations, rules, directions, orders and requirements, TenX may assign and transfer any or all of its rights, interests and obligations under these Terms to any person. Any such assignment or transfer shall take effect upon fulfilling notification requirements, as stipulated in Paragraph 21 of these Terms. In the event that TenX assigns and transfers all its rights, interests and obligations under these Terms:

- a) all references to TenX in these Terms shall upon and after any such assignment and transfer be construed as a reference to the assignee and transferee of TenX; and



- b) such assignee and transferee shall be entitled to enforce all rights and perform all obligations of TenX and to be paid all sums due from you under these Terms as at the date of such assignment and transfer thereafter.

## **26. NOTICES AND CORRESPONDENCE**

26.1. All notices and communications by TenX to you shall be in writing in the English language, unless specifically allowed by TenX otherwise. You agree that TenX may provide notice or other information to you by posting it on the TenX Website or through your TenX Account via the TenX App (including the posting of information which is only accessible by you by logging into your TenX Account), emailing it to the email address provided by you as Customer Information in connection with your TenX Account, mailing it to the registered address provided by you as Customer Information in connection with your TenX Account, calling you by telephone, or sending you an text message. You must have internet access and an email account to receive communications and information relating to the TenX Services. With the exception of amendments to these Terms, such notice shall be considered to be received by you within twenty-four (24) hours of the time it is posted on the TenX Website or through your TenX Account via the TenX App or emailed to you. If a notice is sent by mail, such notice shall be deemed to have been received by you three (3) days after it is posted. You may request a copy of any legally required disclosures (including these Terms) from TenX. TenX will provide this to you in a form which allows you to store and reproduce the information in these Terms (for example, by email) and you may terminate your consent to receive required disclosures through electronic communications by contacting TenX at **support@tenx.tech**. TenX may charge you a fee to provide such legally required disclosures. TenX reserves the right to close, restrict, suspend or terminate your access to the TenX Account and/or use of the Card if you withdraw your consent to receive electronic communications from TenX.

26.2 . All notices and requests from you to TenX shall be in writing in the English language and no other language and sent via email to **support@tenx.tech** unless otherwise specified by TenX to you. TenX shall be entitled to regard as ineffective and invalid any notice or request by you the receipt of which has not been confirmed by TenX to you.

## **27. INTELLECTUAL PROPERTY RIGHTS**

27.1. These Terms shall not entitle you to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, Internet domain names or copyright in connection with any part of these Terms, the Card Issuer Terms, the Policies, the TenX Website, the TenX App or the Card.

27.2. TenX observes a policy of limiting access to the TenX Services by users who infringe the intellectual property rights of others. If you believe that anything associated with the TenX Services infringe any copyright that you own or control, you may notify TenX in accordance with Paragraph 26 above.

27.3. The Application Programming Interface (API) of the TenX App is the copyrighted technology of TenX and may not be copied, imitated or used, in whole or in part, outside of the TenX App's intended use. TenX retains all its rights related to its databases, websites, graphics, software, applications, programs, code, etc, including chat text, the content of TenX's emails, and data such as transaction prices developed or provided by TenX or its affiliates which can be acquired by various external APIs. TenX may demand any third parties stop using TenX's API for any purposes not authorised by TenX.

27.4. The TenX logo, any other TenX service names, logos or slogans that may appear on the Services, and the look and feel of any part of the TenX Services, the TenX App, the Card and the TenX Website, including all page headers, custom graphics, button icons and scripts, are trademarks, service marks or trade dress of TenX and its suppliers and its licensors, and may not be copied, imitated or used, in whole or in part, without its or the applicable trademark holder's prior written consent thereto. You may not use any metatags or other "hidden text" utilising any name, trademark or product or service name of TenX without TenX's prior written consent thereto. Further, you may not use, frame or utilise framing techniques to enclose any TenX trademark, logo or other proprietary information, including the images found on any part of the content of any text or the layout or design of any page, or form contained on a page, on any part of the TenX Services, the TenX App, the Card and the TenX Website without TenX's prior written consent thereto.

You shall not, and may not attempt to, directly or indirectly:

- a) transfer, sublicense, loan, sell, assign, lease, rent, act as a service bureau, distribute or grant rights to any part of the TenX Services, the TenX App, the Card or the TenX Website to any person or entity;
- b) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in any part of the TenX Services, the TenX App, the Card or the TenX Website;
- c) reverse engineer, disassemble, or decompile any part of the TenX Services, the TenX App, the Card or the TenX Website or apply any other process or procedure

to derive the source code of any software included in any part of the TenX Services, the TenX App, the Card or the TenX Website.

27.6. You shall not issue any press release or make any public statement related to any part of the TenX Services, the TenX App, the Card or the TenX Website, or except as expressly provided in these Terms, use the name, trademarks or logo of TenX or any of its affiliates in any form or manner (including in promotional material) without TenX's prior written consent thereto, or misrepresent TenX or any of its affiliates.

27.7. TenX may display third-party content, advertisements, links, promotions, logos and other materials on or through any part of the TenX Services, the TenX App, the Card or the TenX Website (collectively, "**Third-Party Content**"). TenX does not control, endorse, sponsor or adopt any Third-Party Content or any third parties referenced on the Services, and TenX makes no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, regarding its accuracy or completeness. Your interactions with Third-Party Content, and any third party that provides Third-Party Content, are solely between you and such third parties, and TenX is not responsible or liable in any manner for such interactions or Third-Party Content. When you leave the TenX App or the TenX Website and enter a third-party application or website, these Terms and the Policies will no longer be applicable.

## **28. SEVERABILITY**

28.1. If any of these Terms is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of these Terms shall continue to be valid and in full force and effect.

28.2. The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

## **29. APPLICABLE LAW AND JURISDICTION**

These Terms shall be subject to and construed in accordance with the laws of Liechtenstein and you hereby submit to the non-exclusive jurisdiction of the courts of Liechtenstein.

**ANNEX 1**

**LIST OF ACCEPTED ASSETS**

<b>Virtual Currency / Cryptographic token / Digital asset</b>	<b>Ticker Symbol</b>
Ethereum	ETH
Bitcoin	BTC
Litecoin	LTC

Please note that the list of Accepted Assets as set out above is subject to change from time to time by TenX at its sole and absolute discretion, with the agreement of Wirecard Card Solutions Ltd. (WDCS), as it related to our join product offering, and any such change will be notified by TenX to you in advance (in writing or in any other form or manner).

**ANNEX 2**

**SCHEDULE OF FEES**

<b>Item</b>	<b>Generally applicable fee - denominated in EUR and collected in one of our supported cryptocurrencies or accepted assets</b>
Annual fee <b>(for first year)</b>	-
Annual fee <b>(from second year)</b>	-
Foreign exchange purchases	-
Card Withdrawals (foreign exchange)	3
Card replacement fee (inclusive of shipping fee)	15
Virtual card	5
Buy crypto fee	4.1%
Card Transaction fee: - for BTC - for ETH - for LTC	2.25% 3% 3%
Exchange fee	1%