



# Terms of Service

Last update [17 October 2024](#)

Please read these Terms of Service ("terms") carefully before using Altify's services described below ("**Services**") . By logging into and/or utilising the Altify Platform and the products offered therein, including but not limited to (a) the website located at [www.altify.app](http://www.altify.app) ("**Website**") and/or (b), the mobile application version of the Altify Platform ("**the App**"), you acknowledge that you have read these terms, that you consent to these terms, and you thereby agree that you are accordingly bound by the said terms.

If you do not agree to all of the terms stated herein, you are not an authorised user of these services and you should not use this website or its products.

You acknowledge that you have read the Altify General Terms of Service (these terms), [Risk Disclaimers](#) and [Privacy Policy](#). Altify (as defined below) reserves the right to change, modify, add or remove portions of these terms at any time for any reason. Such changes shall be communicated with all of our registered customers and become effective immediately upon posting. You acknowledge that by accessing our Website after we have posted changes to these terms, you have agreed and consent to the terms as revised.

This document or any other document produced and signed by Altify does not constitute an offer or solicitation to sell shares or securities in Altify or via the website, platform or the products offered.

None of the information or analyses presented is intended to form the basis for any investment decision, and no specific recommendations are intended. Altify Services and the website are not, do not offer and shall not be construed as investment or financial products, but as a software application. Accordingly, this document does not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way.

Altify expressly disclaims any and all responsibility for any direct and/or consequential losses or damages of any kind whatsoever arising directly and/or indirectly from: (i) reliance on any information contained in this document, (ii) any error, omission or inaccuracy in any such information, (iii) any action resulting therefrom, or (iv) usage or acquisition of products available through the website.

By signing up for an account with Altify, you further agree that you have read, understood and accepted Sumsb's [Privacy Policy](#) and [Terms of Service](#).

These Terms constitute the primary agreement (the "Agreement") between you and Altify in respect of the Altify Website, the App, the Services and the Altify Platform. On account of the complex regulatory framework in respect of alternative investment assets, and the requirements of the applicable local laws, the Agreement between you and Altify may be with different Altify subsidiaries depending on the location of your home jurisdiction. For example, residents of the European Union are not serviced by the same Altify entity as residents of the Republic of South Africa. These instances are outlined in these Terms and are binding on you.

## Table of Contents

1. Acceptance of the Terms of Service	4
2. Definitions	7
3. General	12
4. Products and Services	14
5. Registration	23
6. Confirmation of Personal Information and Additional Information as Required	24
7. Restrictions on Use of the Services	24
8. Support for Assets	25
9. Orders and Rebalancing	25
10. Fees	28
11. Funding	29
12. Altify Rewards	31
13. No Financial Advice	31
14. Customer Representations	31
15. Your Conduct	32
16. Restriction, Suspension and Termination	34
17. Intellectual Property Rights	35
18. Rectification of Errors in Transactions	35
19. Default of Agreement	36
20. Security and Asset Custody	36
22. Asset Title	38
23. Consent to Electronic Communications	38
24. Privacy and Data Protection	38
25. Feedback and Complaints	39
26. Dispute Resolution	40
27. Limitation of Liability and Disclaimer of Warranties	41
28. Third Party Services and Disputes	42
29. Indemnification	42
30. Termination of This Agreement	43
31. Customer Feedback, Queries and Complaints	43
32. Asset Disclaimers	43
33. Regulatory Status	44
34. Tax Treatment	44
35. Death of the Account Holder, Unclaimed Property, and Limitation of Liability	45

## 1. Acceptance of the Terms of Service

### Binding Agreement Description

These General Terms of Service (“**the Agreement**,” “**Terms**,” “**TOS**,” “**General Terms of Service**”) is a binding contract between you the User (“**User**” or “**Customer**” or “**You**”), and either Coinpanion Crypto Services Sp. z o.o. (“**Altify EU**”), Altify SA DAS Proprietary Limited (“**Altify Crypto**”) or Altify SA Capital (Pty) Limited (“**Altify Capital**”), or Revix International Limited (“**Altify International**”) (collectively hereinafter “**the Altify Service Providers**” and individually an “**Altify Service Provider**”). The Altify Platform is owned by Revix UK Limited (“**Altify UK**”) and the Altify Service Providers provide the services in this Agreement to you via the Altify Platform, and under licence from Altify UK (“**the Services**”). Altify UK is a financial technology developer and is not a financial services provider. Altify UK accordingly provides no Services and does not operate the Altify Platform.

If you are a resident of the Republic of South Africa, you are a Customer of Altify Crypto, and the Crypto Asset related Services in these Terms are being rendered to you by Altify Crypto. Any Services pertaining to any other asset class, such as traditional securities, are rendered to you by Altify Capital.

If you are a former customer of Smartbytes GmbH (Austria), or otherwise a pre-existing Customer of Altify and resident in the European Union, then, the Crypto Asset related Services in these Terms are rendered to you by (a) Altify EU pertaining to the exchange and trading of Crypto Assets and (b) by Altify Crypto in respect of the execution of the Altify Bundle Methodology which governs the Altify Crypto Asset Bundles. Accordingly, depending on your activities on the Altify Platform, you will be a Customer of both Altify EU and Altify Crypto.

If you are a Customer of Altify from any other permitted jurisdiction other than South Africa or the European Union, then you are a Customer of, and the Services in these Terms are rendered to you by, Altify International.

Accordingly, “Altify”, “We”, “Our” and “Us” are references to any one of or any combination of the Altify Service Providers, as applicable. Altify includes all Altify-branded websites, applications, services, or tools operated by the Service Providers via the Altify Platform.

Please note that the Altify Service Providers do not render any Services in the United States, and no U.S. Persons may sign-up on the Altify Platform.

For more detail regarding the regulatory status of each Altify Service Provider, please refer to the Altify Group’s [general regulatory disclosure](#). Please note that this regulatory disclosure will change from time to time to reflect the most up to date regulatory authorisations of the Service Providers.

By accessing or using our Services, you agree that you have read, understood, and agree to be bound by this Agreement. If you do not agree to the terms of the Agreement, you are not permitted to use the Services.

If you are accessing the Services on behalf of a juristic entity (a “business” or “organisation”), then you hereby represent and warrant that you have the authority to bind that Organisation and your acceptance of this Agreement will be treated as acceptance by the Organisation. In that event, “Customer” “User”, “You” and “Your” in this Agreement will refer to the Organisation.

### **1.1. Material Terms and Notices**

As outlined in detail in this Agreement, and without limiting the express language of this Agreement, you acknowledge the following:

- 1.1.1. the Services are offered to You, and you may use the Services only as set forth in this Agreement,
- 1.1.2. the use of the Services may be subjected to separate third party terms of service and fees, which are your sole responsibility,
- 1.1.3. you consent to the collection, use, and disclosure of your personally identifiable information in accordance with the general Altify [Privacy Policy](#), and to the [Altify EU Privacy Policy](#) if you are a Customer of Altify EU.
- 1.1.4. to the fullest extent permitted by law, the Services are provided “as is” without warranties of any kind and Altify’s liability to you is limited,
- 1.1.5. We will resolve disputes arising under this Agreement through binding arbitration. By accepting this Agreement, You are bound to the mandatory dispute resolution mechanism set out herein, and further You understand, acknowledge and agree that You are waiving the right to a trial by jury or to participate in a class action (“**the No-Class Action**”). This No-Class Action provision is a fundamental and material term of this Agreement.

### **1.2. Changes to this Agreement**

You understand and agree that Altify may change this Agreement at any time without prior notice to You. Altify will however endeavour to provide you with prior notice of any material changes. You may read a current, effective copy of this Agreement at any time by selecting the appropriate link on Altify’s website. The revised Agreement will become effective at the time of posting and/or when you log into the Altify Platform. By logging into the Altify Platform and/or using the Services you will have further consented to any changes to the Agreement. If you view any change to this Agreement to be unacceptable, then your sole remedy is to stop accessing the Altify Platform and cease using the Services. The terms of this Agreement will govern any updates we provide to you that replace and/or supplement any portion of our Services, unless the update is accompanied by a separate revised Agreement or set of terms.

### **1.3. Advance Consent to Assignment of this Agreement**

The regulatory frameworks in respect of alternative investment assets are dynamic. To ensure that Altify is able to meet evolving regulatory demands, and comply with applicable local laws and regulations, Altify must be able to structure its business in the most efficient manner to secure the requisite authorisations from the relevant regulatory authorities. You therefore hereby agree and expressly consent, in advance, without qualification and limitation, that Altify may cede and assign this Agreement, and any other agreement between you and Altify, to any wholly owned subsidiary of Altify UK, for any reason whatsoever, including for the purposes of regulatory expedience and compliance. If an assignment takes place, You will be notified of that fact and this notification shall include the details of the party to which this Agreement has been assigned.

### **1.4. Replacement of Terms**

The Altify Service Providers may from time to time acquire new customers from third parties including (but not limited to), Smartbytes GmbH and Reyn Digital Assets OÜ (“**Legacy Providers**”). This may be a result of, including but not limited to, an acquisition, a purchase of a customer “book,” a merger, or a joint venture (“**Legacy Customer**”). By agreeing to these Terms, you agree that these Terms supersede and replace the terms and conditions between You as a Legacy Customer and your Legacy Service Provider (“**Legacy Terms**”), and are hereby replaced exclusively with these Terms. Your Altify Account will further replace your Legacy Provider Account, and the products and services rendered to you by the Legacy Provider will therefore be delivered to you by the applicable Altify Service Provider in accordance with these Terms, and on the basis of the products and services as available on the Altify Platform without reference to the Legacy Provider’s products, services, Platform and Legacy Terms. Any pre-existing claims and/or rights and/or obligations (contingent, conditional, future or otherwise) between You and the Legacy Service Provider, shall not be transferred into this Agreement between You and the applicable Altify Service Provider, and are accordingly not enforceable against any Altify Service Provider or associated entity.

### **1.5. Privacy Policy**

Your access to, and use of our Service, is subject to Altify’s Privacy Policies available here [www.altifyinvest.com/legal/](http://www.altifyinvest.com/legal/).

### **1.6. Eligibility**

The Services and use of the Altify Platform is not for persons under the age of 18 or for any users previously suspended or removed from the Services by us. If you are under 18 years of age, then you must not use or access the Services at any time or in any manner. By accessing or using our Services, you affirm that you are at least 18 years of age.

## 2. Definitions

As used throughout this Agreement, the following terms are defined as follows:

- 2.1. **“Account”** or **“Altify Account”** means a designated Customer account on the Altify website or mobile application, allowing a Customer to access and use the Services, view their balance. Your Altify Account is not a bank account, deposit account, savings account, checking account, or any other type of regulated financial services account and should not be characterised as a banking or investment product or service. The use of terms such as “account,” “account balance,” “withdraw,” “interest” and similar language in connection with our Savings service (please read our Savings Terms of Service) does not imply or establish, and shall not be taken to suggest, any form of principal, active management, discretionary or advisory relationship, and such language is used herein as terms of convenience.
- 2.2. **“Account Holder”** shall mean a Customer of Altify and the person and/or entity holding an Altify Account on the Altify Platform. An Account Holder may be a Customer of any one or a combination of Altify Service Providers, as applicable, and as outlined in Clause 1 above.
- 2.3. **“Alternative Investment/s”** means financial assets that fall outside traditional categories such as stocks, bonds, or commodities that may be available on the Altify platform. These include, but are not limited to, private credit opportunities, tokenized real-world assets, and other non-traditional assets.
- 2.4. **“Altify”** means a collective reference to the Altify group any one of, or combination thereof, of the Altify Service Providers.
- 2.5. **“Altify Account”** or **“Altify Wallet”** means a software solution and a service integrated into the Platform that enables users to view and manage their Accounts Balances.
- 2.6. **“Altify Crypto Asset Bundle”** or **“Crypto Asset Bundle”** or **“Crypto Bundle”** collectively referred to as **“Bundles”** refers to various Crypto Asset Bundles on the Altify Platform regulated by the applicable Altify Bundle Methodology.
- 2.7. **“Agreement”** means this Agreement, together with any Annexures and/or any documents otherwise incorporated herein by reference.
- 2.8. **“AML Documentation”** or **“Verification Documentation”** means the documentation required to be provided by the Customer to Altify, as required, to permit Altify to comply with the applicable anti-money laundering laws and regulations.
- 2.9. **“Application Form”** refers to the online account registration form that is required to be completed when registering to become a Customer of Altify.
- 2.10. **“Applicable Laws”** means the laws of the United Kingdom which shall constitute the substantive governing law regulating the rights and obligations of the Parties to this Agreement.

- 2.11.** “**Asset/s**” or “**Product/s**” mean either Alternative Investments or Crypto Assets supported by the Altify Platform. Alternative Investments include financial products like private credit and tokenized assets, while Crypto Assets include digital currencies, tokens, and any cryptographic assets available for trade or investment on the Altify Platform.
- 2.12.** “**AUM**” means the total amount of assets on the Altify Platform.
- 2.13.** “**Authorised User**” means each person who has been verified by our identity verification systems.
- 2.14.** “**Broker**” means a person or entity who makes or submits Orders on behalf of other registered individuals or legal entities.
- 2.15.** “**Bundle**” means a group of Crypto Assets which have been allocated to a particular Bundle Investment Methodology.
- 2.16.** “**Bundle Methodology**” refers to the methodology which regulates the directly-indexed Altify Bundles;
- 2.17.** “**Bundle Technology**” refers to Altify’s proprietary investment direct-indexing technology that allows investors to take direct ownership of multiple Crypto Assets in an Altify Crypto Asset Bundle;
- 2.18.** “**Business Day**” shall mean any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.
- 2.19.** “**Cold Storage**” or “**Cold Storage System**” means, if applicable to any Services, the offline and/or manual custody of Crypto Assets.
- 2.20.** “**Commission**” or “**Fees**” refers to a payment made to Altify in exchange for the use of our Services. A full list of Altify fees can be found at [www.altify.app/fees](http://www.altify.app/fees) .
- 2.21.** “**Competent Person**” refers to somebody who is of sound mind that has the knowledge to recognise and to educate themselves about the potential risks of using our Platform.
- 2.22.** “**Customer**”, “**Your**” and “**You**” means a User of the Altify Platform and/or an authorised person that operates an Altify Account on behalf of an Account Holder.
- 2.23.** “**Cryptocurrency**” is a digital representation of a cryptographic asset (also referred to as a “**Digital Currency**”, “**Crypto Asset/s**”, “**Token**”, “**Security Token**”, “**Virtual Token**”, “**Crypto Token**”, “**Virtual Asset**” or “**Digital Commodity**”). Collectively Cryptocurrencies refers to any Cryptocurrency or Crypto Asset which we support on the Altify Platform. The terms Cryptocurrency and/or Crypto Asset/s are used interchangeably unless expressly stated otherwise. No interpretive inference shall be drawn from the interchangeable use of these terms.
- 2.24.** “**Execution Price**” means the price at which the Trade is actually made or executed.
- 2.25.** “**External Address**” or “**External Account**” where applicable to the Services, and, to the extent that this functionality is available on the Altify Platform, this shall mean



an Account Holder's external Crypto Asset wallet not held, controlled or custodied by Altify.

- 2.26.** “**Factsheet**” refers to informational documents found on the Website relating to a particular Product.
- 2.27.** “**Fiat**”, “**Fiat Currency**” or “**Fiat Funds**” means any national government-issued currency (for example Pounds Sterling or Euros) .
- 2.28.** “**Financial Account**” means any money services account, such as a current or cheque account, of which you are the beneficial owner that is maintained by third party financial institutions.
- 2.29.** “**Force Majeure**” shall mean any circumstance which is beyond the reasonable control of the Party giving notice of the force and which could not reasonably have been foreseen by such Party when entering into these Terms, including but not limited to war (whether declared or not), revolution, invasion, insurrections, riots, civil commotion, mob violence, sabotage, blockage, embargo, boycott, the exercise of military or usurped power, fire, explosion, theft, storm, flood, drought, wind, lightning or other adverse weather conditions, epidemic, quarantine, accident, breakdown of machinery or facilities, strike, lockout or labour dispute, server downtime, acts or restraints of government imposition, or restrictions or embargoes on imports or exports.
- 2.30.** “**Funds**” means supported Crypto Assets and/or accepted Legal Tender.
- 2.31.** “**Fund Manager**” means an authorised person and legally registered entity who makes or places Orders on behalf of their own investors.
- 2.32.** “**Global Liquidity Provider**” shall mean a participant in the Global Matching Liquidity Pool where Altify is able to source its Crypto Assets on behalf of Customers.
- 2.33.** “**Global Matching Liquidity Pool**” shall include, but not be limited to, all reputable global trading exchanges, private placements, auctions, over-the-counter trading markets, decentralised trading technologies and private dealers.
- 2.34.** “**KYC Documentation**” means the documentation required to be provided by the Customer to Altify in terms of the applicable anti-money laundering laws and regulations. This defined term will extend not only to “Know Your Customer” documentation (known as KYC), but also such documentation as Altify may be required to collect from the Customer to satisfy the full suite of the applicable FATF standards including so-called “Combating the Financing of Terrorism” regulations (known as CFT), “Know Your Transaction” requirements (referred to as KYT), and more generally, any such requirements imposed on Altify to comply with the applicable AML laws and regulations.
- 2.35.** “**Legal Tender**” means any national currency, such as South African Rands or Euros, that may be used in connection with the purchase or sale of Crypto Assets via the Services and the Altify Platform, and does not include any Crypto Asset unless otherwise expressly stated.

- 2.36.** “**Linked Bank Account/s**” shall mean the account/s elected by an Account Holder when an Account Holder deposits into or withdraws Fiat from its Altify Account, which details may be verified by a third-party identity verification system.
- 2.37.** “**Mutual Fund**” or “**ETF**” or “**ETN**” or “**ETPs**” or “**Collective Investment Scheme**” refers to any managed investment fund or product, whether tradable on a securities exchange or not, that pools money from multiple investors to purchase securities and other assets. These investors may be retail or institutional in nature.
- 2.38.** “**Non-Personal Data**” means anonymous data that does not identify you specifically, including data collected automatically when you enter our Website. This may include cookies, pixel tags, web beacons, browser analysis tools, web server logs, operating system type, browser type, domain, and other system settings, as well as the language your system uses and the country and time zone of your device. Our server logs may also record the IP addresses of the devices you use to interact with the Website. We may also collect information about a website you were visiting before you came to our Website and any website you visit after you leave our Website, if this information is supplied to us by your browser.
- 2.39.** “**Over-the-Counter Services**” “**OTC Services**” means the services which include but are not limited to facilitating the trading of Fiat and crypto asset trading pairs, as well as other services relating to such transactions on an OTC basis, such as Staking-as-a-Service (SaaS).
- 2.40.** “**Order**” and “**Investment Instruction**” is any electronic instruction from a Customer to buy or sell any eligible assets using the Altify Platform.
- 2.41. “**Mobile app**” and/or “**Mobile Application/s**” means the relevant mobile application version of the Altify Platform on which the Services are rendered.
- 2.42.** “**Party**” or “**Parties**” shall mean the Account Holder and/or Altify as the context requires.
- 2.43.** “**Platform**” “**Altify Platform**” “**Portal**” means the Altify Platform accessible via our Website or Mobile Application, and on which Platform we render all our Services and provide all our Products. Any services and/or products not directly available on the Platform, but which are in any way related to the Platform, such as OTC Services, are also Services rendered via the Altify Platform.
- 2.44.** “**Altify Product/s**” and/or “**Product/s**” (as applicable), means qualifying Over-the-Counter (OTC) services, including Staking-as-a-Service (SaaS), as well as all of the products available on the Altify Platform.
- 2.45.** “**Referral Program**” and “**Rewards Program**” refers to the Altify Rewards Program which rewards Customers based on certain criteria as defined in the Altify Rewards Terms.
- 2.46.** “**Referee**” refers to an Account Holder who successfully registers on the Platform via an eligible and valid referral link or code and has completed an investment.

- 2.47.** “**Referrer**” refers to an Account Holder who has successfully referred a new Account Holder via an eligible and valid referral code.
- 2.48.** “**Reward**” refers to the monetary incentive which is due to the Referrer and Referee based on meeting the criteria of the “Rewards Program”.
- 2.49.** “**Service**” or “**Services**” shall mean the provision of the Altify Services outlined in this Agreement, OTC Services, the provision of products on the Altify Platform, and such related services and acts necessarily and reasonably encompassed by the provision of Altify Products and Services to a Customer which may include but are not limited to orders, Investment Reports, Storage, Account enquiries and queries relating to the use of the Altify Platform via the Website or the Altify Mobile Application. Notwithstanding the aforementioned, the scope of Services shall include any other services rendered by Altify to a Customer via the Altify Platform, or directly, indirectly or incidentally to an Account Holder outside of the Altify Platform, which services are rendered as a matter of fact, and which services may not related to defined Services or a product identified in this Agreement.
- 2.50.** “**Settlement Date**” is the date when a trade is final, and the buyer or seller must make or receive payment respectively. Altify trades in real-time with daily payouts so the Settlement Date is the date when an Order is successfully executed.
- 2.51.** “**Slippage**” refers to the difference between the expected price of a trade and the actual price at which the trade is executed. Slippage can occur at any time but is most prevalent during periods of higher volatility.
- 2.52.** “**Staking**” “**Staking-as-a-Service**” “**SaaS Services**” means the OTC service which involves the collection of tokens from crypto traders. The staked tokens are used to support and secure a blockchain network, and in return, generate staking rewards.
- 2.53.** “**Standalone Assets**” refers to individual assets (including Crypto Assets) approved and listed on the Altify Platform available to Customers to buy, sell and exchange and otherwise trade.
- 2.54.** “**Time**” means all references to the time of day in this Agreement, indicated in the format of a 24-hour clock and in relation to Greenwich Mean Time (GMT).
- 2.55.** “**Verification**” shall mean the process of risk-rating and conducting AML due diligence on a Customer/Account Holder/Account which includes but is not limited to: Know-Your-Customer (KYC), Know-Your-Transaction (KYT), Combating Financing of Terrorism (CFT), Anti-Money-Laundering (AML), Sanctions Screening, and Politically-Exposed-Persons (PEP) checks and/or any local variation thereof including but not limited to Foreign Prominent Public Official (FPPO) and Domestic Prominent Influential Person (DPIP) checks Verification shall further include, where applicable, or otherwise merited, enhanced due diligence (EDD) verification measures.
- 2.56.** “**Wallet**” shall mean a Customer’s Altify Account.
- 2.57.** “**Website**” means [www.altify.app](http://www.altify.app) (including Mobile Application versions thereof) or any other website owned or controlled by Altify or its Affiliates that connects with it.

**2.58.** “**Weightings**” refers to the percentage split of the total value of a Bundle.

**2.59.** “**ZAR**” means South African Rands. The legal tender of South Africa.

Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she, they or it, are taken as interchangeable and therefore as referring to the same.

### **3. General**

#### **3.1. Products**

Altify offers a number of products and services, which are published on the Website. Altify products and services can be changed and altered at our sole discretion without notice, and these Terms shall apply to all of them, unless stated otherwise in these Terms, on the Website, or in the documentation accompanying a particular product or service.

### **3.2. Website**

The Altify Website [www.altify.app](http://www.altify.app) and any reference to "Altify", "we" "our" or "us" shall include our employees, officers, directors, representatives, agents, shareholders, updatedAffiliates, subsidiaries, holding companies, related entities, advisers, subcontractors, service providers and suppliers.

The Website shall include any and all associated Mobile Applications as offered or downloadable from the requisite application stores, together with any Application Programming Interface/s ("API").

### **3.3. Regulation**

For more detail regarding the regulatory status of each Altify Service Provider, please refer to the Altify Group's general regulatory disclosure available here. Please note that this regulatory disclosure will change from time to time to reflect the most up to date regulatory authorisations of the Service Providers, and that you are responsible for keeping up to date with the licensing status of Altify in that regard.

### **3.4. Terms**

These terms, including any document referenced within these Terms, apply to all Account Holders and/or Customers and in the manner stipulated in clause 1 above. These Terms accordingly govern Your contractual relationship with Altify. Changes to these Terms are regulated by clause 1.2 above.

### **3.5. Use of the Altify Platform**

Accessing or using our Website or our Platform after signing up for an Account means that you have read, understood, accepted, and agreed to be bound by these Terms in your individual capacity. Further, you represent and warrant that you have the authority to do so and that in the case of a Customer being a natural person, the Account Holder is a Competent Person.

### **3.6. Communications**

You agree that we shall communicate electronically, be it via email, the Altify chatbot found on the Website, text message or otherwise. We shall deem all correspondence sent to you as having been received. The responsibility lies with you to ensure that we are informed of any change of email address, physical address, account details or telephone number.

### **3.7. Customer Representations and Responsibilities**

You understand that your Account with Altify is self-directed, meaning that you are solely responsible for any and all orders placed via the Altify Platform and all orders entered by you are unsolicited and based on your own investment decisions.

Accordingly, you agree that we don't (including but not limited to):

- 3.7.1.** provide investment advice in connection with this Account,
- 3.7.2.** recommend any asset, transaction or order,
- 3.7.3.** solicit orders,
- 3.7.4.** act as a market maker in any capacity,

3.7.5. make discretionary trades; and

3.7.6. produce or provide research.

## 4. Products and Services

### 4.1. The Services

#### 4.1.1. Description

Our Services are intended to provide you with a Platform from which to access various products across several asset classes, including alternative investments as well as crypto assets.

#### **Alternative Investments**

This includes providing access to products such as private credit opportunities, tokenized real world assets, fractionalized ownership of non-traditional assets. These offerings are designed to diversify portfolios by offering exposure to alternative assets that are typically less correlated with traditional equity markets.

Our Platform provides you with access to curated alternative investment opportunities. We act solely as a facilitator, executing your investment instructions based on your explicit consent. We do not assume legal ownership of the assets or funds you invest.

We execute trades on your behalf of and under your instruction of the User. We never take legal ownership of your funds.

Our Services may permit you to purchase and/or sell Alternative Investments directly from or to us.

Our Services do not allow you to trade one form of legal tender for another form of legal tender.

Our Services include providing you access to all Altify Products available on the Altify Platform.

#### **Crypto Asset Services**

This includes exchanging Fiat for Crypto Assets, and vice versa, or to exchange one Crypto Asset for another, or to trade one type of Crypto Asset for a basket of Crypto Assets, and vice versa.

Our Crypto Asset Bundles allow you to take direct ownership of the underlying Crypto Assets within the Bundle but do not constitute an offer to subscribe for securities, nor an offer to sell shares in any fund, nor a solicitation to buy shares in any fund. Bundles should not be misconstrued as Mutual Funds, ETFs, ETNs, ETPs, Collective Investment Scheme units, nor any similar fund structures.

Our Platform matches your transaction instructions with open Orders found in a Global Liquidity Pool.

We execute trades on your behalf of and under your instruction of the User. We never take legal ownership of your funds.

Our Services may permit you to purchase and/or sell Crypto Assets directly from or to us.

Our Services do not allow you to trade one form of legal tender for another form of legal tender.

You may withdraw your Crypto Assets or Fiat Currency balance if it is supported on the Platform as a withdrawal option, subject to the limitations of this Agreement.

We do not permit the transmission of Crypto Assets from one User to another User.

Our Services include the Provision to you of all the Altify Products available on the Altify Platform.

#### **4.1.2. Disclaimers**

By registering and opening an Altify Account, you represent and warrant that you have read and understood the disclaimers found at [www.altify.app/legal/regulatory](http://www.altify.app/legal/regulatory), or other disclaimers made available via the Service regarding other Altify products or services, which are hereby incorporated by reference.

We reserve the right to reject any application for registration at any time for any reason or for no reason at all and without notice to you.

We reserve the right to remove you from our Platform and to remove your Account.

We reserve to sell and return your funds and/or Products held.

We reserve to sell and return Crypto Assets if held in any Bundle and/or as a Single Crypto Asset without notice.

We reserve the right to, at our sole discretion, decide which asset classes to support as part of the Services. The range of Services and Products available to you will be subject to the local laws and regulations of jurisdiction of primary residence.

#### **4.1.3. Gains and Losses**

All gains/losses arising from your use of the Services are attributable to you alone.

#### **4.1.4. Service Fees**

Altify reserves the right to levy service fees on specific actions you make on our Platform. Altify reserves the right to adjust its fee structures at its sole discretion, as found at [www.altify.app/fees](http://www.altify.app/fees).

#### **4.1.5. Withdrawals**

Users may only withdraw their assets via supported Fiat Currency or Crypto Assets (as applicable), and are subject to the limitations and restrictions stated in this Agreement.

### **4.2. Altify Platform**

#### **4.2.1. Description**

The Altify Platform is a software platform consisting of a webpage interface and a software interface for the trading of various asset classes, including private credit and crypto assets.

#### **4.2.2. Operation of the Platform**

The Platform operates 24/7/365, subject to certain limitations.



### **4.3. StandAlone Assets**

#### **4.3.1. Description**

The Altify Platform allows Users to acquire any one of the Assets (or any combination thereof) approved and listed on the Platform available for purchase or exchange. Assets acquired in this manner are custodied by Altify on your behalf.

### **4.4. Crypto Asset Bundles**

#### **4.4.1. Description**

Altify Crypto Asset Bundles are governed by the Altify Bundle Methodology. Crypto Assets held within a Bundle are custodied by Altify on your behalf.

#### **4.4.2. Altify Bundle Methodology**

Altify Crypto Asset Bundles are subject to the general Altify Bundle Methodology. If you have purchased an Altify Crypto Asset Bundle, you have agreed and/or hereby agree to the rules of the Altify Bundle Methodology which are incorporated by reference into this Agreement. The Altify Bundle Methodology is available [here](#). The Altify Bundle Methodology may be updated from time to time. We continuously strive to improve our direct indexing technology to deliver the best value for our customers. You accordingly hereby agree and acknowledge that we may update the Altify Bundle Methodology from time to time, and that such updates will be binding on you and incorporated by reference herein, and that it is incumbent on you to familiarise yourself with the Methodology from time to time.

#### **4.4.3. Regulation and Licensing**

Crypto Assets are financial products subject to the Financial Advisory and Intermediaries Services Act of South Africa (FAIS). Altify Crypto is a Crypto Asset Service Provider and is subject to the supervision of the Financial Sector Conduct Authority of South Africa (FSCA). You are required to regularly acquaint yourself with the [general regulatory status](#) of all the Altify Service Providers. The Altify Service Providers are not investment advisors and accordingly any action, notice, communication, message, decision, managerial act, or omission of the mentioned is not investment advice and/or an investment recommendation and shall not be understood or interpreted as such. Any such content provided by Altify or a third-party expert shall be regarded solely as a statement of facts or observation and in no case as investment advice and/or an investment recommendation. The classification of an Altify Crypto Bundle varies from jurisdiction to jurisdiction. Altify gives no guarantees as to the value of any of the Crypto Bundles and explicitly warns Users that there is no reason to believe that Crypto Bundles will increase in value and that they might decrease in value or lose their value entirely. The execution of the Altify Bundle Methodology is performed by Altify Crypto. The exchange and trading of Crypto Assets for EU residents are performed by Altify EU, and by Altify International for all non-South African customers.

#### **4.4.4. Disclaimer**

You acknowledge and understand that you are acquiring Crypto Bundles for your own personal use and you understand that Crypto Bundles may lose all their value.

#### **4.4.5. No solicitation to sell**

This document or any other document produced and signed by Altify or any of third-party does not constitute an offer or solicitation to sell and shall not be construed in this way, and may only be construed as an invitation to offer, in all cases, the purchase of Crypto Bundles as software solutions.

### **4.5. Exchange**

#### **4.5.1. Description**

Altify enables you to buy or sell certain Standalone Assets, and/or invest in Crypto Bundles on the Altify Platform through an exchange service.

#### **4.5.2. Conditions**

The exchange service is offered under the conditions, including but not limited to:

##### **4.5.2.1. Currency transfer**

Money can only be transferred in supported Fiat Currency to or from a bank account held in your name which needs to be the same name registered with us.

##### **4.5.2.2. Credit/debit cards**

If the Altify Platform supports this feature, Users can buy Crypto Assets using credit/debit card payments, wherein only payment cards which support 3-D Secure protocol can be accepted. Transactions with payment cards that do not support 3-D Secure protocol option will be rejected.

##### **4.5.2.3. Payment methods**

Available payment methods at any time are listed on our Website and may depend on various factors, including your registered location, provided identification information, and limitations imposed by the payment processors.

##### **4.5.2.4. Authorisation**

By placing an Order to purchase Assets via our Platform, you represent and warrant that:

**4.5.2.4.1.** you are authorised to use the designated payment method and,

**4.5.2.4.2.** you authorise us, or our payment processor, to charge your designated payment method. If the payment method you designate cannot be verified, is

invalid or is otherwise not acceptable, your deposited balance may be removed.

**4.5.2.5. Credit card payments**

If the Altify Platform supports this feature, Credit card payments may be subject to additional internal checks. In the case of any mismatch between the name of the credit card holder and the name of the end User who received such payment we reserve the right to remove the funds and process a refund with a discretionary fee of up to 50% of the value of the funds deposited.

**4.5.2.6. Availability of Service**

The Service is at any time available only to certain groups of Users, depending on their location, payment method used, verification tier, and other factors.

**4.5.2.7. Right to undertake checks**

Altify reserves the right to perform additional checks and to require additional information and documents under applicable anti-money laundering regulations.

**4.5.2.8. Exchange rate errors**

Altify does not guarantee the availability of any exchange rate quoted on the Website. You acknowledge that the buy price exchange rate may not be the same as the sell price exchange rate at any given time, and that Altify may add a margin or spread to the quoted exchange rate.

**4.5.2.9. Variable spread**

As stated in these Terms, the exchange of Fiat money for Assets are offered on the basis of a variable spread. A variable spread is a spread that is not constant in value and can cause the price of an Asset or Bundle of Crypto Assets to be higher or lower in one currency relative to another after accounting for exchange rates . This spread will vary according to market conditions and liquidity changes.

**4.5.2.10. Right to convert**

In the case we receive money from you in any other currency than that which is supported on our Platform, we reserve the right to convert the received money into a supported Fiat Currency before you are able to buy Assets on our Platform.

**4.5.2.11. Errors**

In the event of an error, whether via the Altify Platform, in a purchase Order confirmation, in processing your purchase, or otherwise, we reserve the right to correct such errors and revise your purchase transaction accordingly or to cancel the purchase and refund any amount received.

## **4.6. Over-the Counter (“OTC Services”)**

**4.6.1.** Customers may be eligible for certain OTC Services on application. The outcome of such an application or request shall at all times be subject to the sole discretion of Altify and shall be guided by the applicable local laws. OTC Services are governed by this Agreement and the provisions generally of this clause. If you have instructed us to render OTC Services, you are bound by this Agreement including all of the provisions pertaining to OTC Services. OTC Services are rendered to you by either Altify Crypto, Altify International, or Altify EU, as applicable. The aforementioned determination is subject to, *inter alia*, the primary residence of the Customer and the related applicable local laws pertaining to the provision of OTC Services. In this regard, a Customer is deemed to have read the relevant regulatory disclosures made available on the Altify website and the Altify Platform from time to time pertaining to the regulatory status of Altify and Altify Products including these OTC Services. Altify OTC Services include but are not limited to facilitating the trading of Fiat and crypto asset trading pairs, as well as other services relating to such transactions on an OTC basis.

**4.6.2.** The Customer hereby acknowledges and agrees that:

**4.6.2.1.** trading through the Altify OTC Services is anonymous and that Altify does not disclose trading party identities;

**4.6.2.2.** upon the acceptance of a quote, the Customer provides Altify with an irrevocable right to settle the requested OTC trade through the Altify Platform;

**4.6.2.3.** OTC trades are pre-funded by the Customer and therefore the Customer must immediately deposit the quoted amount and/or hold sufficient funds on the Altify Platform (as applicable) before the OTC trade is executed;

**4.6.2.4.** Altify shall settle the trade by delivering the relevant Crypto Assets and/or Fiat to the relevant counterparty account on the Altify Platform, if applicable, and the Customer shall not withdraw, attempt to withdraw, transfer, attempt to transfer or alienate any Crypto Assets and/or Fiat held on the Altify Platform designated for the OTC, that is, such funds (Crypto Assets or Fiat) which are required to satisfy the Customer’s obligation in relation to the OTC Services. Once a trade has been settled, it is in full and final settlement and the Customer’s Fiat or Crypto Assets cannot be returned; and

**4.6.2.5.** Altify has the right to refuse to book a trade in terms of the OTC Services for any reason and in its sole discretion.

**4.6.3.** The Customer, when making use of the Altify OTC Services, shall:

- 4.6.3.1.** comply with the OTC Services terms and conditions set out in this Agreement and any additional terms, policies, procedures or conditions imposed by Altify in relation to the OTC Services and the use of of the Altify Platform;
  - 4.6.3.2.** pay any and all fees, costs and charges relating to the OTC Services including, if applicable, transaction fees and costs;
  - 4.6.3.3.** remain solely responsible for compliance with, any and all applicable local laws (including, if applicable, exchange control regulations and any tax reporting requirements imposed on the Customer);
  - 4.6.3.4.** not use the OTC Services to contravene any applicable laws or regulations, or for any illegal or fraudulent purposes; and
  - 4.6.3.5.** provide Altify with any information and documentation reasonably necessary to ensure compliance with the applicable local laws.
- 4.6.4.** a Customer utilising the OTC Services shall, in addition to the general risk disclosures which have already been made in this Agreement, and elsewhere via the Altify Platform, acknowledge and agree to the following:
- 4.6.4.1.** that the Customer confirms that it has the required knowledge, experience, understanding, professional advice and information to make its own evaluation of the merits and risks of any Crypto Asset trade, or alternatively access to the required knowledge relating to Crypto Assets to do so;
  - 4.6.4.2.** That the Customer has ascertained the full nature and possible outcome of each transaction and that at no time shall Altify provide advice or make recommendations to the Customer in respect of the provision of the OTC Services; and
  - 4.6.4.3.** The OTC Services will be performed in prevailing market environments, which are outside of the control of Altify and in a constant state of flux which is typical of Crypto Asset markets. As such, the Customer recognises and understands that Altify cannot control or guarantee the outcome of a transaction and that Altify shall not be liable for any loss caused to the Customer as a direct or indirect result of a market fluctuation, expected or unexpected.
  - 4.6.4.4.** a Customer utilising SaaS Services shall, in addition to the general risk disclosures and the risk disclosures which have already been made in this Agreement, and elsewhere via the Altify Platform, acknowledge and agree to the following:
    - 4.6.4.4.1** Staking involves locking up cryptoassets, which may be subject to extreme price volatility. The customer acknowledges

that their staked assets may fluctuate which may result in financial loss.

**4.6.4.4.2** Staking involves interacting with blockchain networks via validator setups, which could be run by either Altify or a third party provider, which is not limited to a node service company or exchange. These blockchain networks are susceptible to various risks such as security vulnerabilities, bugs, hacks, technical issues and network attacks which could impact the availability and value of the customer's staked assets.

**4.6.4.4.3** Some staking protocols employ mechanisms where validators may be penalized, or "slashed," for malicious behavior or downtime. The customer acknowledges that this may lead to the loss of a portion or all of their staked assets, due to the actions of validators.

#### **4.6.5. Termination of OTC Services**

**4.6.5.1.** Altify may, in its absolute and sole discretion, immediately discontinue or cancel the whole or any portion of the OTC Services being provided to Customer, and do so without incurring any liability towards the Customer or any other third party involved in the provision of the OTC Services;

**4.6.5.2.** In addition to the circumstances outlined elsewhere in this Agreement, Altify reserves the right to restrict, suspend or terminate a Customer Account as well as terminate any quotes, positions or pending transactions in the event or suspicion of one or more of the following occurrences:

**4.6.5.2.1.** If the Customer commits a breach of this Agreement and any terms and conditions applicable to the OTC Services; and/or

**4.6.5.2.2.** If it is, or becomes unlawful for the Customer to perform any of the obligations or undertakings under this Agreement.

**4.6.5.3.** In the event that the Customer fails to give effect to the settlement of an OTC trade in accordance with the provisions of this clause 4.6, through, *inter alia*, a failure to transfer Crypto Assets and/or Fiat prior to the trade being executed, the Customer shall be in default and will additionally be subject to the circumstances outlined in the breach provisions of this Agreement. In the event of a default, the Customer provides Altify with an irrevocable right, in addition to such rights already afforded to Altify in this Agreement and the applicable laws, to utilise any Crypto or Fiat credited to the Customer's Altify Account to settle the OTC trade with the relevant counterparty and Altify shall be entitled to claim

any loss, costs or damages from the Customer and further Altify shall not be liable for any loss caused to the Customer or any party to the transaction as a result of the exercise of the right contemplated herein.

## **5. Registration**

### **5.1. Log-In credentials**

While you may always browse the public-facing pages of the Services without registering, in order to see the status of your investment, including any available performance information, you must create an Altify Account on the Altify Platform. You may only transact on an Account and access the Investor Portal once you have satisfactorily completed the registration steps as follows:

- 5.1.1.** Completion of the Customer registration form found on the Platform,
- 5.1.2.** Provided the requisite AML and KYC information alongside any additional information or documents requested by us,
- 5.1.3.** Carefully read, understood and agreed to our [Privacy Policies](#), Risk Disclaimers and this Agreement; and
- 5.1.4.** We reserve the right to carry out any additional security checks to the extent required by law to ensure all activity on our Platform is lawful. We reserve the right to accept or reject any application for registration at our sole discretion and without notice to you. You will not be permitted to make a deposit under any circumstances until you have been granted access to a verified Account.

### **5.2. Account security**

You are responsible for the security of your Account, and for all activities that occur through the use of your credentials. You agree to notify us immediately at [support@altify.app](mailto:support@altify.app) if you suspect or know of any unauthorised use of your credentials.

### **5.3. Accuracy of information**

When creating an Account, you agree to provide true, accurate, current and complete information. You agree to update information about yourself promptly, and as necessary, to keep it current and accurate. We reserve the right to disallow, cancel, remove, or reassign certain usernames, emails and personal information in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Account if activities occur on your Account which, in our sole discretion, would or might constitute a violation of this Agreement, or an infringement or violation of any third party rights, or of any applicable laws or regulations. If messages sent to the email address you provide are returned as undeliverable, Altify may terminate your Account immediately without notice to you and without any liability to you or any third party.

## 6. Confirmation of Personal Information and Additional Information as Required

- 6.1. Customers are required to provide personal information and documentation when opening an Altify Account, which personal information may be verified by a third-party AML platform. These procedures may require, among others, that mandatory KYC (Know your customer) and/or AML (Anti-money laundering) procedures be followed by Altify in such verification.
- 6.2. Your acceptance of these Terms entitles Altify to perform such KYC or other verification procedures, including enhanced due diligence, that it may deem necessary without notice or forewarning to a Customer.
- 6.3. Altify also maintains an internal anti-money laundering policy and risk management and compliance programme (“**the AML Policy**”). The AML Policy implements the FATF’s Risk Based Approach to anti-money laundering and applies the financial surveillance laws, regulations and policies of several jurisdictions. The AML Policy may be updated from time-to-time, including the procedures that we use to verify Customer identities

## 7. Restrictions on Use of the Services

In using the Altify Platform and the related Services and Products, You agree not to:

- 7.1. take any action that imposes an unreasonable load on the infrastructure of the Altify Platform
- 7.2. use any device, software, or routine to interfere or attempt to interfere with the proper working of the Platform, or any activity conducted on the Platform,
- 7.3. attempt to decipher, decompile, disassemble, or reverse engineer any of the software comprising or making up the Platform,
- 7.4. delete or alter any material that Altify or any other person or entity posts on the Platform,
- 7.5. frame or link to any of the materials or information available on the Platform, or download any of our Content,
- 7.6. alter, deface, mutilate, circumvent, or otherwise bypass any approved software through which the Platform is made available,
- 7.7. use any trademarks, photographs, or other content belonging to us or obtained from the Platform without our express written consent,
- 7.8. provide any false personal information to us,
- 7.9. create a false identity or impersonate another person or entity in any way,
- 7.10. create a new Account with us, if we has previously disabled an Account of yours,
- 7.11. In respect of any Altify Rewards or Promotions available on the Altify Platform, the applicable [terms](#) thereof shall apply equally herein. These terms may be amended



from time to time and it's the User's sole responsibility to review these terms periodically, and moreover, to be acquainted with the restrictions and consequences of abusing, exploiting and/or engaging in any suspicious activity in respect of any of the available Altify Rewards or Promotions,

- 7.12. restrict, discourage, or inhibit any person from using the Platform, disclose personal information about a third person on the Platform or obtained from the Platform without the consent of that person, or collect information about Users of the Platform,
- 7.13. gain unauthorised access to the Platform, to other Users' Accounts, names, or personally identifiable information, or to other computers or websites connected or linked to the Platform,
- 7.14. make available any virus, worm, spyware, or any other computer code, file, or program that may or is intended to disable, overburden, impair, damage, or hijack the operation of any hardware, software, or telecommunications equipment, or any other aspect of the Platform or communications equipment and computers connected to the Platform,
- 7.15. interfere with or disrupt the Platform, networks, or servers connected to the Platform or violate the regulations, policies, or procedures of those networks or servers,
- 7.16. violate any applicable federal, state, or local laws or regulations (including the laws of the jurisdiction in which you are located) or the terms of this Agreement; and
- 7.17. assist or permit any persons in engaging in any of the activities described above.

## **8. Support for Assets**

- 8.1. We retain the right, in our sole discretion, to determine whether to support the transfer, storage or trading of a pair of a particular Asset, and may discontinue or terminate any support of any Asset at any time for any reason whatsoever. Unless otherwise required by law or law enforcement, we will endeavour to provide reasonable advance notice to a Customer of our decision to cease supporting an Asset. If the Customer does not transfer the Asset out of their Altify Account prior to the cessation of support for such Asset by us, the funds associated with such Asset/s may be lost due to the Customer's inability to access, transfer or otherwise control it. We will not be liable to the Customer for any losses, liability or expenses related to its decision to cease any support for any Asset.

## **9. Orders and Rebalancing**

### **9.1. General**

All Altify Order instructions, rebalancing and associated trades are completed with the intention to be perfectly matched, however, given the inherent volatility in the Crypto Asset markets we cannot guarantee this. Due to trade sizing, some transactions require rounding in Order to complete a trade instruction. In executing the aforementioned, Altify will utilise and rely on a suite of fiat denominated and fiat backed stablecoins. This suite of USD stablecoins will include, but will not necessarily be limited to: USD Tether (USDT), Binance USD (BUSD), True USD (TUSD) and

USD Coin (USDC). Altify will explicitly never use algorithmic stablecoins or stablecoins that have a smaller market capitalisation than \$1Bn. Altify will have the general mandate from you to execute trades, orders and rebalancing to ensure maximum pricing efficiency, and accordingly, Altify will have the discretion to utilise any one stablecoin, or any combination thereof, as may be required in the circumstances. Relevant circumstances include, but are not limited to, the exchange on which instructions are executed, general liquidity and stablecoin trading pair availability. Altify will not under any circumstances utilise or rely on purely algorithmic or undercollateralized fiat denominated stablecoins.

## **9.2. Risks of slippage**

Trade slippage may occur despite our best efforts to ensure accurate trade pricing. Slippage relates to buy, sell and rebalancing trades that are both manual and automatic in nature. In certain instances, slippage losses may occur on behalf of the Customer.

## **9.3. Recurring Asset Transactions.**

Subject to availability of this feature on the Altify Platform, if you initiate recurring Asset transactions, you authorise us to initiate recurring electronic payments in accordance with your selected Asset transaction and any corresponding payment accounts, such as recurring debit or credit entries from or to your linked bank account. Your recurring transactions will occur in identical, periodic instalments, based on your period selection (e.g., daily, weekly, monthly), until either you or Altify cancels the recurring order. If you select a South African Bank Account as your payment method for a recurring transaction, and such transaction falls on a weekend or holiday, or after bank business hours, the credit or debit will be executed on the next business day, although the Asset fees at the time of the regularly-scheduled transaction will apply. If your Bank is unable to process any electronic debit entry, we will notify you of cancellation of the transaction and may avail itself of remedies set forth in this User Agreement to recover any amount owed to Altify. This authorisation will remain in full force and effect until you change your recurring transaction settings, or until you provide us written notification at [support@altify.app](mailto:support@altify.app). You agree to notify us in writing of any changes in your linked bank account information prior to a recurring transaction. We may, at any time, terminate recurring transactions by providing notice to you.

## **9.4. Orders**

All Orders are conducted in accordance with the electronic instructions issued by Users through the Platform. By using the Altify Platform, You agree to the following:

**9.4.1.** You acknowledge and unconditionally consent to Altify processing a transaction for the use of the Altify Platform; and

**9.4.2.** You authorise Altify to transfer any deposited assets and/or funds to an offshore jurisdiction if needed, in order to enable us to act on your instructions with regard to transacting on our platform.

**9.4.3.** You enable and provide consent to us to:

**9.4.3.1.** act as a digital agent and deal on your behalf,

- 9.4.3.2. purchase or sell Assets on your behalf,
- 9.4.3.3. Bundle transactions with other Clients,
- 9.4.3.4. authorise any transaction that may be required to purchase or sell the Assets,
- 9.4.3.5. rebalance and reconstitute your Bundle holdings,
- 9.4.3.6. perform the Services under this Agreement; and
- 9.4.3.7. enter into transactions on your behalf in order to fulfil our obligations.

**9.5. Irreversibility of transactions**

Each Order entered on the Platform is irrevocable and binding on the Customer. We cannot and will not reverse an Order to the extent that it has been matched with one or more other Orders.

**9.6. Matching of Orders**

When a User makes an Order, that Order is “matched” with an available Order in our Global Matching Liquidity Pool. The matching of Orders is subject to the following:

- 9.6.1. The Platform will only perform full/complete Orders. There will be no partial Order fills. An Order that you make will be executed at the best available price that can be obtained.
- 9.6.2. Where an Order has not been matched, we may in our sole and absolute discretion cancel the Order.
- 9.6.3. We shall at all times be entitled to operate on the basis that each Order is correct and does not contain any errors.
- 9.6.4. Each Order will be confirmed to the Customer using the Platform’s record-keeping functionality which can be viewed by the Customer using the Customer’s Account Portal.
- 9.6.5. We record the details of every Order undertaken for a Customer including the tracking numbers of all Assets provided to a Customer.
- 9.6.6. Altify has the right at any time to refuse to accept a Customer’s Order without any liability.

**9.7. Rebalancing and Reconstitution**

We reserve the right to periodically rebalance Your Bundles according to our [Bundle Methodology](#) or at our sole discretion. We reserve the right to halt or alter the rebalancing procedure at our sole discretion. Any rebalancing trades will be executed at market prices.

### 9.8. **Erroneous account crediting**

In the instance where you ascertain that your Altify Account has been erroneously credited (including but not limited to a Standalone Asset, Crypto Bundle or Fiat Currency), you agree to advise us of this as soon as reasonably possible to allow us to investigate, and if deemed necessary, debit your Altify Account in order to correct the error.

### 9.9. **Bank cut-off times**

By using the Platform, you agree and acknowledge that banks have cut-off times, after which they will not accept same-day payment instructions. It is your sole responsibility to make yourself aware of and comply with any applicable cut-off times.

## 10. **Fees**

### 10.1. **General**

By using the Altify Platform, Services and Products, you agree to pay all applicable fees. A full list of Altify Fees can be found at [www.altify.app/fees](http://www.altify.app/fees). Altify may charge a fee payable by the User to Altify. All Fees defined above are paid to Altify in the form of the Fiat Currency or the Assets applicable to that particular transaction.

There are five types of Fees:

- 10.1.1. a **deposit fee**, payable whenever a deposit in a fee bearing Fiat Currency or deposit method is completed, this is usually defined as a fixed amount or percentage of the transaction value,
- 10.1.2. a **trading fee**, payable on the purchase and sale of each any Asset or Altify Bundle, that is normally defined as a percentage of the total transaction value or as an absolute minimum trading fee,
- 10.1.3. a **rebalancing and reconstitution fee**, payable whenever an Altify Bundle is rebalanced or reconstituted, that is defined as a percentage of the transaction value,
- 10.1.4. a **withdrawal fee**, payable whenever a withdrawal is completed, that is defined as a fixed amount or percentage of the transaction value, and
- 10.1.5. a **management fee**, payable for the overseeing and administering of Customer's investments.

### 10.2. **Withdrawal Fees**

We shall make withdrawal payments to you in full less any Fees (as defined on our [fees page](#)) unless:

- 10.2.1. we are required by law to deduct sums in respect of taxation, or

**10.2.2.** we are or we will be owed amounts which are incurred in respect of transfer charges that may be levied.

**10.3. Right to amend fee structure**

Altify reserves the right to change the fees from time to time at our sole discretion.

**11. Funding**

**11.1.** In order to transact on our Platform, a Customer must first fund their Account. The digital currencies accepted on the Website may either be Crypto Assets or Fiat currency in digital form, as accepted by us from time to time.

**11.2.** We do not permit any Customer to fund their Account by means of a cash deposit or cheque deposit. In this regard, should a Customer attend to depositing funds by means of cash or cheque via a digital transfer through an ATM or other digital payment service, Altify shall charge a handling fee calculated as 20% of the total amount deposited. We also may charge to the Customer any and all bank fees incurred as a result of the funding.

**11.3.** a Customer may receive Crypto Assets into their Altify Account by using the Crypto Asset address that is generated when selecting a Crypto Asset to deposit. We are not responsible for any Crypto Assets that are sent to the incorrect address.

**11.4.** Depositing a Fiat Currency into your Altify Account shall only be permitted from a bank account held in your name, as Registered and Verified Customer by way of bank transfer, or certain credit and debit cards, as permitted by us from time to time.

**11.5.** Prior to funding your Account with Fiat Currency, you shall first obtain a deposit reference code to be used as a reference that the funds may be identified and allocated to your specific Account. We take no responsibility for the incorrect allocation of funds in the event that the funding code is omitted or recorded incorrectly.

**Withdrawals**

**11.6.** You may only withdraw Assets held on your Altify Account to a third party for lawful reasons and in any event subject to clearance of the third party account from an AML perspective. We are not able to reverse any transfers and will not have any responsibility or liability if the Customer has sent an Asset to an incorrect address, improperly formatted, erroneous or intended for a different Crypto Asset blockchain or layer.

**11.7.** In order to withdraw Fiat Funds from your Altify Account, when, if and where permitted, a Customer will be required to create a Linked Bank Account which is required to be held in the name of the Account Holder. You may then withdraw Fiat Funds from your Altify Account into your Linked Bank Account.

**11.8.** Under no circumstances shall a Customer be permitted to withdraw Assets or Fiat Funds into an External Linked Bank Account or Crypto Asset Blockchain Address

which appears on a prohibited list, such as a government or international body sanctions list.

- 11.9.** Under no circumstances shall a Customer be permitted to withdraw Fiat Funds into an External Linked Bank Account that is not registered to the Altify Account Holder.
- 11.10.** We will process withdrawals when requested by the Customer shortly after receipt of the requested withdrawal.
- 11.11.** The Account Holder shall be responsible for:
  - 11.11.1.** paying all fees charged by any third-party service provider associated with any Linked Bank Account or External Address as well as for paying any fees charged by us for any transfer or service provided. We reserve the right to change or update our fees at any time and will update these fees at the aforesaid link as and when may be required in its sole and absolute discretion. Crypto Asset deposits from an external wallet to fund an Altify Account may incur substantial transaction or mining fees prior to reaching your Altify Account. These fees are not charged or levied by us and are borne solely by the sender and are subject to change without notice. We do not accept any responsibility for network-related charges,
  - 11.11.2.** ensuring that any deposits or withdrawals are handled in compliance with Altify requirements or third party service provider requirements,
  - 11.11.3.** ensuring that the address to which any Crypto Asset is to be transferred is properly formatted and suitable for the Crypto Asset being transferred, and
  - 11.11.4.** ensuring that there are no errors in any of the deposit or withdrawal instructions. In the event that a Customer fails to comply with any of these requirements the transferred Cryptos may be permanently lost.
- 11.12.** Altify may impose limits on the amount of any deposits or withdrawals, or suspend or terminate the ability to transfer Crypto Assets into or out of a Customer's Altify Account in order to comply with applicable laws or regulations, an order from law enforcement or other governmental authority, or otherwise at Altify's discretion.
- 11.13. Use of external entities**

For certain countries, Altify may use external entities, which may or may not be affiliated with Altify, for the purposes of successfully exchanging and/or trading Fiat Currency to an Asset, or vice versa, in order to fulfil your Order to withdraw from your Account.
- 11.14. Payment deductions**

We shall make payments in the relevant Fiat Currency and/or Asset to you and shall credit your Account in full unless:

  - 11.14.1.** it is required by law to deduct sums in respect to taxation, or

**11.14.2.** we are owed amounts which are incurred through transfer charges that may be levied.

**11.15. Acceptance of Responsibility**

By using the Altify Platform, you agree to the following:

**11.15.1.** You warrant that you are fully responsible for any Crypto Asset wallet that you have linked to your Altify Account for the purposes of receiving Crypto Asset withdrawn from the Platform, and

**11.15.2.** You warrant that you are fully responsible for any Crypto Asset wallet that you use for the purposes of sending Crypto Asset deposited to your Altify Account. If you receive a deposit that you did not initiate, you must inform us at the first available opportunity after becoming aware of the deposit.

**12. Altify Rewards**

We offer a rewards programme that enables verified customers to earn Points that are redeemable for Bitcoin at predefined intervals. The terms for the Altify Rewards programme can be viewed [here](#).

We may, from time to time, offer once off rewards or other promotional programs. These programs are subject to separate terms that can be found [here](#). We reserve the right to offer promotional programs at our sole discretion.

**13. No Financial Advice**

Under no circumstances does any information contained on the Altify Website or application, or information provided to you through your Altify Account by any means or by any employee, agent or affiliate of Altify, constitute financial, investment or other professional advice.

You are solely responsible for any decisions to buy, sell or store eligible Assets on the Platform. Any such decisions ought to take into account your risk tolerance and financial circumstances. Always consult your legal or tax professional in relation to your specific situation.

**14. Customer Representations**

**14.1. Acknowledgement of risk**

**14.2. Warrant**

You represent and warrant as at the date of each transaction that:

**14.2.1.** you are acting as principal in respect of the Order and are not acting for another person,

- 14.2.2. you have full power and authority to enter into the Order and are the beneficial owner of all monies paid or to be paid free from any charge or encumbrance,
- 14.2.3. the information provided by you in relation to the Order (and all KYC and AML documentation provided by you) is, at the time of the Order, complete, accurate, current and not misleading and that any further information requested by us is complete, accurate, current and not misleading in all material respects,
- 14.2.4. you have not relied upon any representation or warranty given by any other person (including without limitation Altify) in entering into the Order, and
- 14.2.5. if you are married in community of property, or become married in community of property, or any similar marital status, you confirm and warrant that your spouse is aware of the implications of using Our Platform. We will not be held liable for any ultra vires or unapproved actions, including if Assets are purchased or sold without proper marital consent.

#### **14.3. Commingling and segregation of Crypto Assets**

In order to securely custody assets, Altify may use shared blockchain addresses, controlled by Altify, to hold Crypto Assets held on behalf of Customers and/or held on behalf of Altify. Although we maintain separate ledgers for Customer and Altify accounts, Altify shall have no obligation to segregate by blockchain address Crypto Assets owned by you from Crypto Assets owned by other customers or by Altify. You acknowledge that Crypto Assets held by Altify may be lent, pledged, hypothecated, invested, used, commingled or deposited with counterparties (including but not limited to Crypto Asset exchanges) where we will reasonably endeavour to prevent losses to the Crypto assets we hold on your behalf. By transferring Crypto Assets to us and/or custodialing Crypto Assets with us, or otherwise using the Services, you will not be entitled to any profits or income we may generate from any subsequent use of your Crypto Assets. You agree and acknowledge that you are exposed to the possibility that Altify may become unable to repay its obligations to you in part or in full, in which case any Crypto Assets in your Altify Account may be at risk of partial or total loss.

#### **14.4. Fiduciary rights**

You shall have no fiduciary rights or claims against Altify's banking partners, Crypto Asset exchanges, e-wallet service providers, or third-party custodians in respect of any of our funds held in such accounts.

#### **14.5. Fiat interest payments**

You acknowledge that Altify is under no obligation to pay interest on any fiat funds held on your behalf in any Account.

### **15. Your Conduct**

By using the Altify Platform in any capacity, you agree to the following:



**15.1. Malware**

You agree not to upload, post, email or otherwise send or transmit any material that contains viruses, Trojan horses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Platform.

**15.2. Password protection**

You agree and undertake to keep your username and password confidential, not to disclose your password to any other person and not to permit any other person to log in to the Platform using your username and password.

**15.3. Networks and Servers**

You agree not to interfere with the servers or networks connected to the Platform or to violate any of the procedures, policies or regulations of networks connected to the Platform, including these Terms of Service.

**15.4. General**

You also agree not to:

- 15.4.1.** attempt to reverse engineer or sell, export, licence, modify, copy, distribute or transmit the Altify Platform to any third party, or jeopardise the correct functioning of the Platform, or otherwise attempt to derive the source code of the software (including the tools, methods, processes and infrastructure) that enables or underlies the Platform,
- 15.4.2.** attempt to gain access to secured portions of the Platform to which you do not possess access rights,
- 15.4.3.** impersonate any other person while using the Platform,
- 15.4.4.** conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the Platform,
- 15.4.5.** resell or export the software associated with the Platform,
- 15.4.6.** use the Platform to generate unsolicited advertisements or spam; or
- 15.4.7.** use any automatic or manual process to search or harvest information from the Platform, or to interfere in any way with the proper functioning of the Platform.

**16. Restriction, Suspension and Termination**

By using and accessing our Platform, you agree that we reserve our sole and absolute discretionary rights to:

- 16.1.** Refuse, prevent or revoke your access to the Platform in accordance with applicable laws for any reason at any time including but not limited to a preliminary finding that you've used your account in a fraudulent manner.
- 16.2.** Suspend, amend, disable or terminate your Account without giving you any reason.
- 16.3.** Cancel or amend any Order without prior notice to you. Where an Order is cancelled or amended, we will effect a refund as deemed appropriate in our sole discretion.

- 16.4. Amend or update the Platform, fees, billing methods, Risk Disclosures, rates, prices and these Terms.
- 16.5. Report you to the relevant authorities or other judicial body if we believe that your conduct whether in using the Platform, making an Order for any goods or otherwise is or may be unlawful.

## **17. Intellectual Property Rights**

### **17.1. Licence**

Our Platform and Service made available to you via the Website, the Mobile Application , or any other applicable avenue, is strictly sub-licensed and not sold to you, and may accordingly only be used by the Customer subject to these Terms, and any other terms which the Customer agrees to by virtue of accessing the Website and Portal, and which other terms are published and made available on the Website, and where applicable, on the Mobile Application. Subject to your complete and ongoing compliance with this Agreement, we will grant you a personal, limited, revocable, non-transferable sub-licence to access and use our Service solely for your personal use as permitted by this Agreement.

### **17.2. Content**

The content that you may access on our Platform, including, without limitation, any text, graphics, photos, software, and interactive features, may be protected by copyright or other intellectual property rights and owned by us or one of our third party licensors. You may not copy, reproduce, upload, republish, transmit, create derivative works of, publicly perform, or distribute any materials from our Services and Platform in any way without prior express written permission from an Altify team member. You may not modify or use any materials obtained from or available through our Platform.

### **17.3. Marks**

The trademarks, design marks, service marks and logos used and displayed on our Platform are our registered and unregistered trademarks or service marks. Other product and service names located on the Platform may be trademarks or service marks owned by third parties. Nothing on the Platform or in this Agreement should be construed as granting by implication, estoppel, or otherwise, any licence or right to use any trademark displayed on this Platform without our prior express written consent. You may not use the Trademarks to disparage Altify or the applicable third party or in any manner, using commercially reasonable judgement, that may damage any goodwill in the Trademarks. You may not use any trademarks as part of a link to or from any service without our prior express written consent.

## **18. Rectification of Errors in Transactions**

- 18.1. We may, at our option, unilateral and unfettered discretion, attempt to correct, reverse or cancel any withdrawal, deposit, transfer, purchase or sale transaction with respect to which we have discovered that there was an error, whether such error was by you, us or a third party. The Customer hereby authorises us to attempt any such correction, reversal or cancellation as contained herein. We provide no guarantee or

warranty that any such attempt will be successful and will have no responsibility or liability for the error or any correction attempt.

## **19. Default of Agreement**

### **19.1. General**

Without limiting any other provision contained herein, we reserve the right to terminate, close out or reverse an Order without notice to you if:

- 19.1.1.** you materially breach any of these Terms of Service or fail to comply with your obligations to us or are in breach of any statute, regulation, rule or guideline applicable to you or us, or
- 19.1.2.** it becomes or may become unlawful for us to maintain or give effect to all or any of the obligations under these Terms or otherwise to carry on our business or if we are requested to close out an Order by any regulatory authority whether or not the request is legally binding or we, in our sole and absolute discretion, consider it desirable or necessary to do so for your own protection, or
- 19.1.3.** in the event that you become unable to meet your obligations as they become due or have a bankruptcy petition or similar action presented against you or you propose a form of compensation arrangement to your creditors or if you cease or threaten to cease all or part of your business, or
- 19.1.4.** any of the events specified above or anything comparable thereto occurs under the laws of any applicable jurisdiction.

## **20. Security and Asset Custody**

Although we have taken measures to protect the information and Accounts of all our Users, we will not be responsible for any loss or consequences caused by your failure to comply with the below Account Security provisions.

### **20.1. Key storage**

Where applicable, we securely store your private keys using industry standard practices. As a result of our security protocols, it may be necessary for us to retrieve private keys or related information from offline storage in order to facilitate a transaction in accordance with your instructions, and you acknowledge that this may delay the initiation or crediting of such transaction.

### **20.2. Third-party access**

Whilst we have implemented commercially reasonable technical and organisational measures to secure your personal information from unauthorised use, we cannot guarantee that unauthorised third parties will never be able to defeat these measures. You acknowledge that you provide your personal information at your own risk. Full details may be found on our [Privacy Policy](#) page.

### **20.3. User risks**

We implement industry standard protections. Nevertheless, there are account-level risks that are created by individual user actions. We accept no liability for user-level risks. By using our Platform, you agree to independently take safety precautions to protect your own Account and Personal Information.

**20.4. Sharing passwords**

You shall be solely responsible for the safekeeping of your Altify Account, password and relevant details and for all activities under your Altify Account.

**20.5. Account use**

You are the only person who may use and operate your Account. We reserve the right to suspend, freeze or cancel Accounts that are used by persons other than the persons whose names they are registered under. Accordingly, we will not take legal responsibility for these Accounts.

**20.6. Other**

You hereby agree that:

**20.6.1.** You will notify us immediately if you are aware of any unauthorised use of your Altify Account by any person or any other violations to the security rules,

**20.6.2.** You will strictly observe the security, authentication, dealing, charging, withdrawal mechanism or procedures of the Website/Services, and

**20.6.3.** You will log out from the Website by taking proper steps at the end of every visit.

**21. Account use and limited licence**

**21.1.** You are the only person who may use and operate your Account. We reserve the right to suspend, freeze or cancel Accounts that are used by persons other than the persons whose names they are registered under. Accordingly, we will not take legal responsibility for these Accounts.

**21.2.** We grant you a limited, nonexclusive, non-transferable sub-licence, subject to the terms of this Agreement, to access and use the Altify Platform and related content, materials, information (collectively, the "Content") solely for purposes approved by Altify from time to time. Any other use of the Altify Platform or Content is expressly prohibited and all other right, title, and interest in the Altify Platform, Altify Site or Content is exclusively the property of Altify and its licensors. You agree you will not copy, transmit, distribute, sell, licence, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part without the prior written consent of Altify. "Altify.com", "Altify", and all logos related to the Altify Platform or displayed on the Altify Site are either trademarks or registered marks of Altify or its licensors. You may not copy, imitate or use them without Altify's prior written consent.

## **22. Asset Title**

**22.1.** All Assets held in your Account are held in custody by the applicable Altify Service Provider. Some of the implications are that:

### **22.1.1. Title and associated risks**

Your title to any Asset shall at all times remain with you and shall not transfer to Altify. As the owner of Assets in your Altify Account, you shall bear all risk of loss of such Asset. We shall not have any liability for fluctuations in the Fiat Currency value of Assets held in your Altify Account. Altify shall have no liability for Asset fluctuations. None of the Assets in your Altify Account are the property of Altify. Altify does not represent or treat assets in a User's Altify Account as assets in which Altify has legal ownership. Except as required by a facially valid court order, or except as otherwise provided herein, Altify will not sell, or otherwise alienate the Asset in your Altify Account unless instructed by you.

### **22.1.2. Control**

You control the Assets held in your Account. At any time, subject to available liquidity, the applicable service and/or product terms and conditions, or other conditions in these Terms, outages, downtime, exchange control, travel rule compliance and other applicable policies or laws, you may withdraw your Asset by sending it to a different blockchain address provided that is managed and controlled by you.

### **22.1.3. Blockchain addresses**

If applicable, in order to securely custody assets, we may use shared blockchain addresses, controlled either directly by us or an affiliated entity held on behalf of you and/or held on behalf of us. We shall not have any obligation to segregate Assets owned by you from Assets owned by other Customers or by any affiliate of Altify using blockchain address.

## **23. Consent to Electronic Communications**

By using the Service, you consent to receiving certain electronic communications from us as further described in the [Privacy Policy](#). Please read the Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications relating to the Service or this Agreement that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## **24. Privacy and Data Protection**

You provide us with information when you register for an Account. We collect information relating to you, for example on your usage and purchase history. Any information that you submit or that we collect when you are using the Platform is subject to our [Privacy Policy](#), the terms of which are hereby incorporated into these Terms.

After you have withdrawn your full funds balance from your Altify account your account data, including transaction histories, will remain accessible for the period of 5-years. Thereafter, your personal data may be deleted and removed from our database.

## **25. Feedback and Complaints**

Altify continually seeks to evaluate and develop our product and welcome feedback from the user community. Any feedback submissions made to Altify or our employees about any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively “Feedback”) are subject to the following terms, regardless of the contents of any accompanying communications. Accordingly, by sending Feedback to us, you agree that:

### **25.1. Obligations**

We have no obligation to review, consider, or implement your feedback, or to return to you all or part of any feedback for any reason.

### **25.2. Non-Confidentiality**

Feedback is provided on a non-confidential basis, and we are not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way, and

### **25.3. Permissions**

You irrevocably grant us perpetual and unlimited permission to reproduce, distribute, publicly display, communicate to the public, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), make available, create derivative works from, retransmit from external sites, and otherwise exploit and use the feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody feedback, whether in whole or in part, and whether as provided or as modified.

### **25.4. Complaints**

If you feel dissatisfied with any aspect of our service, then in the first instance please contact us at [support@altify.app](mailto:support@altify.app) or send a letter to the following address: Altify, Suite SPACES, 1 Bridgeways Precinct, Century City, 7441, Western Cape, South Africa.

We will carry out an independent investigation of your complaint subject to the Altify Treating Customers Fairly (TCF) policy (as amended from time to time) and the Altify Complaints Management Policy.

## 26. Dispute Resolution

### 26.1. Generally

In the interest of resolving disputes between you and Altify in the most expedient and cost effective manner, you and Altify agree that any dispute arising out of or related to this Agreement or your use of the Platform, Services, and related Products, shall be resolved by binding arbitration. This Agreement to arbitrate disputes includes all claims arising out of or in any way related to this Agreement or your use of the Platform/Services/Products, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement. You understand and agree that, by entering into this Agreement, you and Altify are each waiving the right to a trial by jury or to participate in a class action and that this Agreement shall be subject to, governed by and construed in accordance with English law and the arbitration act of 1996. This “no-class action” provision supplements what is stated in this regard elsewhere in this Agreement, and constitutes a material and fundamental terms of these Terms. Nothing

### 26.2. Exceptions

Disputes where either Party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents, shall not be subject to binding arbitration.

### 26.3. Arbitrator

Any arbitration between you and Altify will be governed by the UK Arbitration Act of 1996 and any ***other relevant legislation*** (collectively, “Arbitration Rules”) of the relevant authority designated solely by Altify, at the point of a declaration of a dispute by either party.

### 26.4. Notice Process

You and Altify further agree:

- 26.4.1. to attempt informal resolution prior to any demand for arbitration,
- 26.4.2. that any arbitration will occur in England, United Kingdom,
- 26.4.3. that arbitration will be conducted confidentially by a single arbitrator, and
- 26.4.4. that the courts in England, United Kingdom have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Terms and the laws of the United Kingdom, without giving effect to any conflict of law principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, you and Altify will not commence against the other class action, class arbitration or any other representative action or proceeding.



## **26.5. No Class Actions**

You and Altify agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and Altify agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

## **26.6. Modifications to This Arbitration Provision**

Except as otherwise provided in this Agreement, if Altify makes any future change to this arbitration provision, other than a change to Altify's address for notice, then you may reject the change by sending us written notice within 30 days of the change to Altify's address for notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Altify.

## **26.7. Enforceability**

If any court or competent authority decides that any part of these Terms are invalid, unlawful or unenforceable to any extent, such term/s shall to that extent only, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.

## **27. Limitation of Liability and Disclaimer of Warranties**

- 27.1.** The provisions in this section apply to the fullest extent permitted by law. Altify, and their respective Affiliates, officers, directors, employees, agents, suppliers and licensors (collectively, "Altify parties") make no warranties or representations about the Service and any content available on the Service, including, but not limited to, the accuracy, reliability, completeness, timeliness, or reliability thereof. Altify parties will not be subject to liability for the truth, accuracy, or completeness of any content or any other information conveyed to any User, or for errors, mistakes or omissions therein, or for any delays or interruptions of the data or information stream from whatever cause. To the fullest extent permitted by law, as a User, you agree that you use the Service and any content at your own risk.
- 27.2.** We do not warrant that our Service will operate error free.
- 27.3.** The Service and all content are provided on an "as is" and "as available" basis without any warranties of any kind. To the fullest extent permitted by law, we disclaim all warranties, including, but not limited to, the warranties of title, merchantability, non-infringement of third party rights, and fitness for a particular purpose.
- 27.4.** In no event will any Altify party be liable for any special, indirect, punitive, incidental, or consequential damages, lost profits, or damages resulting from lost data or business interruption resulting from, or in connection with, the use or inability to use the Service and any content, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if such Altify party has been advised of the possibility of such damages

## 28. Third Party Services and Disputes

- 28.1. The Altify Platform is integrated with several external third party service providers, including but not limited to, AML compliance service providers and payment processing service providers. By agreeing to these Terms, you are also agreeing to the relevant terms of service of any of our third party service providers. Where appropriate, we will point out prominent service providers to you during the sign-up process and/or at the point where the User is going to engage such services i.e. at the point of initiating a payment transaction using a third party service provider. We are not obligated to provide a direct link to you of the relevant terms of service. When Altify highlights certain service providers, it is for your convenience as a User of the Platform.
- 28.2. Notwithstanding clause 28.1 above:
- 28.2.1. any User of the Altify Platform that makes use of the payment services of “Stitch,” agree to, and shall have their rights and obligations in respect of the services offered by Stitch, governed and regulated by the Stitch terms of service. These terms are publicly available directly on the Stitch [website](#). Altify is and shall not be responsible for the services rendered by Stitch. Stitch has been integrated into the Altify Platform for the sole benefit of the User by providing the User with a convenient payment processing service, and accordingly, the reliance on Stitch for payment processing on behalf of the User shall be at the sole and exclusive risk of the User, and not Altify;
- 28.2.2. The European Union and Euro related payment processing services of the Altify Platform are made available by Altify EU in partnership with licensed third party service providers (“**the EU Payment Services**”) including Reyn Digital Assets OÜ (“**Reyn**”) and its service providers (“**the EU Payment Services Providers**”). By agreeing to these Terms and by making use of the EU Payment Services on the Altify Platform, Users (including Customers of Altify EU), are also agreeing to the applicable terms and conditions of the EU Payment Services Providers, and which terms are therefore incorporated herein by reference and available [here](#).
- 28.3. Altify is not affiliated with any third party service provider, or other third party service, and any dispute you have with any service provider, third party service, or other third party, including, without limitation, any other User of the Service, is directly between you and such third party, and, to the fullest extent permitted by the law, you irrevocably release Altify Parties from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

## 29. Indemnification

To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless Altify Parties from and against any claims, actions, or demand, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of

this Agreement or your access to, use, or misuse of Altify Content or the Service. Altify will provide notice to you of any such claim, suit, or proceeding. Altify reserves the right to, at your expense, assume exclusive defence and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Altify's defence of such matter.

### **30. Termination of This Agreement**

- 30.1.** Altify reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Platform and Services at any time and for any reason without prior notice or liability. Altify also reserves the right to change, suspend, or discontinue all or any part of the Platform and Services at any time without prior notice or liability to You.

### **31. Customer Feedback, Queries and Complaints**

If you would like to contact us in connection with your use of the Service, please contact us by email at [support@altify.app](mailto:support@altify.app).

### **32. Asset Disclaimers**

- 32.1.** Before deciding to invest in a specific Asset and/or Crypto Asset Bundle, Investors should consider all information about the Asset, trading history, risk profile, fees, other pertinent information and their entire financial situation. In doing so, you should bear in mind all aspects and factors including, but not limited to, the risk nature of the specific Asset and their investment objectives.
- 32.2.** When using Assets or Altify Bundles, You hereby acknowledge, agree and understand that the regulation of Crypto Assets and other asset classes differ depending on the jurisdiction of your primary residence. Crypto Assets are regulated Financial Products in South Africa, but continue to be unregulated in several jurisdictions. Please note that Altify does not provide any investment advice nor any investment recommendation pertaining to Assets or any other asset class. You are using Altify at your own risk and Altify and its Affiliates, employees and Users will not be liable for any losses that you may sustain as a result of you using Asset related products. Altify does not guarantee the future performance of your investment, any specific level of performance and the success of any Asset. Investment strategies are subject to various market, currency, economic, political and business risks. Investment decisions may not be profitable and may result in the loss of your entire invested amount. Past performance is not a guarantee or prediction of future performance.
- 32.3.** In making a decision to invest in an Asset, you understand that investing in Assets are highly speculative and that you could sustain significant losses. Please note that we are unable to provide any guarantee as to the performance of any particular investment, portfolio or strategy. You as an investor remain, at all times, solely

responsible for both monitoring, selecting and assessing the suitability of the Assets you invest in and the overall performance of the asset(s).

- 32.4.** To the fullest extent permissible by law, neither Altify nor any of our Affiliates will be liable for (i) any loss that you may suffer due to a Bundle that you elected to invest in or (ii) specifically any loss arising from any investment decision made or other action taken or omitted in good faith by any person implement the Bundle Methodology. Nothing in these Terms will waive or limit any rights that you may have under any applicable laws which may not be waived or limited.

### **33. Regulatory Status**

- 33.1.** The regulatory status of the Altify Service Providers is available here. Please note that Altify does not provide investment advice or fund management. Altify is further not responsible for a User's compliance with the applicable exchange control laws in the Republic of South Africa. Altify will closely follow changes in legislation in the jurisdictions that concern its operations, and make the appropriate changes to ensure the uninterrupted provision of its Services and the ongoing availability of any of its Services and Products on the Altify Platform. Your agreement to these Terms constitutes an express acknowledgment of the inherent risk of regulatory changes, and accordingly, you are agree that Altify may take whatever steps are required of it to comply with applicable laws, and that Altify shall not be liable to Customers for any losses suffered by Customers pursuant to steps taken by Altify to comply with laws applicable to its business.
- 33.2.** This document and/or any other document produced and signed by Altify, as well as the Website, the Platform, and any of their content, does not constitute an offer or solicitation to sell shares or securities, and it is your responsibility to consult with local counsel in that regard.
- 33.3.** Altify undertakes to cooperate with any governmental legal authority or regulator or supervisory authority of any country, and also with all authorised financial institutions.

### **34. Tax Treatment**

- 34.1.** All your factual and potential tax obligations are your concern, and Altify is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited to what kind of filing or reporting is required of you by the competent tax authority or which taxes and to what extent you are obliged to pay.
- 34.2.** All fees and charges payable by you are exclusive of any taxes, and if certain taxes are applicable, they shall be added on top of the payable amounts. Upon our request, you agree to provide us with any information we request to determine whether we are obligated to collect VAT from you, including but not limited to your VAT identification number. If any deduction or withholding is required by law, you will be required to notify us and pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, is equal to the amount we would have received if no deduction or withholding had been required. Additionally, you agree to provide us with documentation showing that the withheld and deducted

amounts have been paid to the relevant taxing authority.

## **35. Death of the Account Holder, Unclaimed Property, and Limitation of Liability**

### **35.1. Death of the account holder**

For security reasons, if we receive legal documentation confirming your death or other information leading us to believe you have died, we will freeze your Altify Account and during this time, no transactions may be completed until: (i) your designated fiduciary has opened a new Altify Account, as further described below, and the entirety of your Altify Account has been transferred to such new account, or (ii) we have received proof in a form satisfactory to us that you have not died. If we have reason to believe you may have died but we do not have proof of your death in a form satisfactory to us, you authorise us to make inquiries, whether directly or through third parties, that we consider necessary to ascertain whether you have died. Upon receipt by us of proof satisfactory to us that you have died, the fiduciary you have designated in a valid Will or similar testamentary document will be required to open a new Altify Account. If you have not designated a fiduciary, then we reserve the right to (i) treat as your fiduciary any person entitled to inherit your Altify Account, as determined by us upon receipt and review of the documentation we, in our sole and absolute discretion, deem necessary or appropriate, including (but not limited to) a Will, a living trust or a Small Estate Affidavit, or (ii) require an order designating a fiduciary from a court having competent jurisdiction over your estate. In the event we determine, in our sole and absolute discretion, that there is uncertainty regarding the validity of the fiduciary designation, we reserve the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to your Altify Account. Pursuant to the above, the opening of a new Altify Account by a designated fiduciary is mandatory following the death of an Altify Account owner, and you hereby agree that your fiduciary will be required to open a new Altify Account and provide the information required under Section 2 of this Agreement in order to gain access to the contents of your Altify Account.

### **35.2. Unclaimed Property**

If Altify is holding funds (whether fiat currency, Assets or Crypto Bundles) in your account, and Altify is unable to contact you and has no record of your use of the Services for several years, applicable law may require Altify to report these funds (including fiat currency, Assets and Bundles) as unclaimed property to the applicable jurisdiction. If this occurs, Altify will try to locate you at the address shown in our records, but if Altify is unable to locate you, it may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property.

### **35.3. Limitation of Liability and No Warranty**

IN NO EVENT SHALL ALTIFY, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED ASSETS ON DEPOSIT IN YOUR ALTIFY ACCOUNT(S) OR (B) FOR ANY LOST PROFITS,

DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORISED OR UNAUTHORISED USE OF THE ALTIFY SITE OR THE ALTIFY SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORISED REPRESENTATIVE OF ALTIFY HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF ALTIFY'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. THIS MEANS, BY WAY OF EXAMPLE ONLY (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), THAT IF YOU CLAIM THAT Altify FAILED TO PROCESS A BUY OR SELL TRANSACTION PROPERLY, YOUR DAMAGES ARE LIMITED TO NO MORE THAN THE VALUE OF THE SUPPORTED ASSETS AT ISSUE IN THE TRANSACTION, AND THAT YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE VALUE OF THE SUPPORTED ASSETS AT ISSUE IN THE TRANSACTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE Altify SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALTIFY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. ALTIFY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE Altify SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. ALTIFY DOES NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED OR REMAIN OPEN. EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE ALTIFY SERVICES AND ALTIFY SITE. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT ALTIFY WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (A) ANY INACCURACY, DEFECT OR OMISSION OF ASSET PRICE DATA, (B) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA, OR (C) INTERRUPTION IN ANY SUCH DATA.