

## **Terms and Conditions – Spectre Rewards Portal**

These **Terms and Conditions** (*hereinafter also referred to as ‘Rewards Terms and Conditions’, ‘the T&C’ or ‘T&C’*) are applicable for your Use of the Website - spectre.ai (*hereinafter referred to as “Website” or “the Website”*) and/or its internal links and/or Spectre Platforms, accessible within the Website from any device and any operating system or platform. The Website is developed and maintained by Spectre Trading Limited, with registered office at Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines with company number 25113 IBC 2018, (*hereinafter referred to as “Us” or “We” or “Company” or “Our(s)” or “Ourselves”*), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.

Prediction and Volatility Trading for Spectre AI are offered by SPECTRE TRADING LIMITED. The objects of the Company are all subject matters not forbidden by International Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent and Grenadines, 2009, in particular but not exclusively all commercial, financial, lending, borrowing, trading, service activities and the participation in other enterprises as well as to provide brokerage, training and managed account services in currencies, commodities, indexes, CFDs and leveraged financial instruments. Marketing, customer service and ancillary technical development are handled by PT Spektre Global Indonesia with registered address Jalan Mampang Prapatan Raya Nomor 73A, Rukun Tetangga 010, Rukun Warga 002, Kelurahan Tegal Parang, Kecamatan Mampang Prapatan, Jakarta Selatan, Indonesia. All other roles are handled by Spectre Trading Limited. Spectre Trading Limited has a sub-licence agreement with Nebula Two Ltd, a Financial Services Provider, registered on the 08.21.2020 with the Ministry of National Economy of the Republic of Kazakhstan with Business Identification Number 200840022863. The entity furthermore received on the 09.07.2020 accreditation of the “Agency for Regulation and Development of the Financial Market of the Republic of Kazakhstan” under file number: 26/327/2020-3-2309 for the provision Forex, Crypto Currency and Payment Processing Services (e-wallets) to the public.

All external links which might be accessible from the Website or other Spectre Platforms may or will have their own terms and conditions, usage and privacy policies and We and Our affiliates and partners do not control them and bear no responsibility for any consequence arising from their usage. Any Trademarks or Registered Trademarks used in this document belong to the respective owners and no claims are made over the same.

### **Definitions**

Unless mentioned otherwise, the following terms will have the meaning ascribed to them below:

**AML** means Anti- Money Laundering

**‘Confidential Information’** means all data and information relating to the business, business processes and management of the Company’s operations, including

- (a) proprietary and trade secret technology and financial information including but not limited to statutory filing records and data, accounting records, taxation records, information about contracts and agreements, information about judicial, regulatory or quasi-judicial proceedings, data of any nature received from other companies and partners, analytics data, Spec IP, usage information, advertising strategies, business strategies, advisory information, financial records, sensitive personal data or information, etc. to which access has been provided or is obtained by the Spectre User;

- (b) any production processes, other proprietary data, business operations, computer software, license keys, computer technology, inventions, marketing and development information, work products, graphical designs, mocks, animations, video files, trade secrets, audio files and User information including their personal information;
- (c) any information which is received through automated mechanisms from computer software installed by Users or any information voluntarily submitted by Users including any information sent by computer software embedded inside other computer software and not directly known to the customer;
- (d) Any information which may be covered in paragraphs (i) and (ii) above and also any other information which may be protected by patents, copyrights, designs, software patents or any other intellectual property protection regime, etc;
- (e) Any information which has been disclosed by a third party to the Company and governed by a non-disclosure agreement entered into between the third party and Company;
- (f) Any other information which has been received by the Spectre User from the Company due to the nature of services provided to the Spectre User owing to their relationship as service provider and service receiver;
- (g) Any other information which may have a financial or commercial value which has been received by the Spectre User from the Company but is not categorized in any of the categories above;

**Ether or ETH** refers to the cryptocurrency Ether which functions on the Ethereum blockchain.

**Market Disruption Event** A “Market Disruption Event” means any of the following events as determined by the Company in its sole discretion:

- (a) A regulatory restriction imposed by any regulator or government authority on the Company or on Users.
- (b) A sudden change in laws or regulation in any country which affects trade in the Spectre Platforms.
- (c) Transmission of false information or values on any of the Spectre Platforms.
- (d) Purchases or execution of contracts based on false information in media or any of the Spectre Platforms.
- (e) Any major natural or man made disaster which affects transactions in the Spectre Platforms.
- (f) Any cyberattack or network failure which affects any of the Spectre Platforms.
- (g) Any other serious incident which affects trade on the Spectre Platforms and is determined as a Market Disrupting Event by the Company.

**KYC** means Know Your Client.

**Privacy Policy** means the document located on [www.spectre.ai](http://www.spectre.ai) which together with the Terms and Conditions govern the collection, storage and sharing of data in the Spectre Platforms.

**Restricted Countries** means USA, Costa Rica, BVI, Cayman Islands, Cyprus, Iran, Venezuela, Syria, Somalia, Saint Vincent and the Grenadines, North Korea, Yemen, Iraq, Puerto Rico, American Samoa, Guam, Northern Mariana Islands and US Virgin Islands.

**Restricted Country** means any of the Restricted Countries.

**Permitted Countries** means countries other than Restricted Countries where services provided by Spectre are not prohibited and accessing Spectre and Use of Spectre Platforms is not prohibited for its residents and citizens.

**Permitted Country** means any of the Permitted Countries.

**Spec IP** means any form of intellectual property including but not limited to domain names, copyrights patents, trademarks designs etc. protected by domestic or international laws which belong to the Company. It also includes the trademark ‘Spectre.ai’ which is owned by the Company.

**Spectre Account** means the account opened by the User on the Website for accessing the Website and/or its internal links for corresponding Use as defined below.

**Spectre Platforms** refer to the Website, and/or its internal links considered together.

**Website** means rewards.spectre.ai , accessible on all browsers of computers, mobile devices and on any device with access to the internet.

**Use(s)** means any manner of use of the Spectre Platforms for (a) accessing or browsing with/without registration on the Website (b) holding or purchase or any other action related with the Spectre Utility Token ('SXUT') or Spectre Dividend Token ('SXDT') (c) withdrawal of rewards (d) linkage with external Wallets (e) use of any other function on the Website including but not limited to evaluation, trial, testing, use as a customer for participation in legally permitted contests, transfer of data, receipt of advertising, data collection, data submission, data evaluation, data transmission and all other possible activities on the Website and/or its internal links and/or Spectre Platforms.

**User(s)** means any person or persons who Use any or all of the Spectre Platforms in any manner. Also referred to as 'Spectre User' or 'You' or 'Your' or 'his' or 'her' or 'they' or 'their' when the context requires.

Other terms may be defined or designated within the document when the context requires by placing them within parentheses '( )' immediately after the meaning of the term.

### **Coverage, Consent and Access**

1. This T&C will be binding on all persons (natural or legal) who Use the Spectre Platforms in any jurisdiction across the world where it is legally available for access. The User is aware that use of Spectre Platforms including but not limited to the Website means that they can expose themselves to jurisdiction of multiple countries through which the services of the Website are provided.
2. This T&C and the Privacy Policy should be read and understood by the User as they are binding on him and are non-negotiable to the maximum extent permissible under law. This T&C should be read together with the 'Privacy Policy' for the Website available on [www.spectre.ai](http://www.spectre.ai) and/or rewards.spectre.ai .
3. The Spectre Platforms may be prohibited by the local laws of certain countries. Users must ensure that they are in compliance with all laws applicable to them when they access the Website. The User may lose access to the Spectre Platforms and any/all earnings while also be liable to indemnify and compensate the Company if (a) it is discovered that the laws of the countries which are applicable to them prohibit the Use of the Spectre Platforms, or (b) if they are a resident or a citizen of a Restricted Country, or (c) if they access the Spectre Platforms from a Restricted Country.
4. We may use Internet Protocol (IP) based block and/or any other available technology to prevent Users from Restricted Countries. You are in violation of the T&C and may be in violation of laws of multiple jurisdictions if you attempt to circumvent such a block or access the Spectre Platforms from any of the Restricted Countries.
5. **Special provisions for Users based in the USA and/or Citizens or Residents of USA:**
  - i. Users based in the USA and/or Citizens or Residents of USA are in direct violation of the laws of the country if they Use the Spectre Platforms and you must close all open links and pages related to the Spectre Platforms immediately. You must not attempt to do so again in the future unless there is an express change in the T&C of the Spectre Platforms.
  - ii. Users based in the USA and/or Citizens or Residents of USA are not permitted to hold, purchase, trade or conduct any transaction related to Spectre Utility Token (SXUT) or Spectre Dividend Token (SXDT).
6. Users who attempt to Use or Use any of the Spectre Platforms declare that:
  - i. they are over the age of 18 (eighteen) years or the age of majority which enables them to provide valid consent as per the laws applicable to them, whichever is higher.

- ii. they have a sufficient degree of knowledge and experience in cryptocurrencies .
  - iii. the value of any funds stored in the form of SXUT or SXDT may vary or be diminished completely due to day to day fluctuations of their value or any other event which affects the tokens.
  - iv. they have consulted a qualified attorney and/or other professional to clarify any doubts over the T&C and Privacy Policy and the risks and consequences associated with Use of the Spectre Platforms.
  - v. If they have purchased SXDT, the rewards bearing token of Spectre.ai on a decentralized exchange or OTC outside of Spectre.Exchange, they are required to register this immediately by writing to legal@spectre.ai they will undergo a KYC and AML procedure which will require them to submit identifying documentation and source of funds. Once cleared, they will be able to receive rewards going forward but are not entitled to any previous or accrued reward.
7. This T&C and the Privacy Policy may be available in multiple languages but in case of any discrepancy, only the English version will hold good.
  8. Continued Use of any of the Spectre Platforms signifies consent with the T&C and the Privacy Policy in their entirety. If any User disagrees with any of the provisions of the T&C and/or the Privacy Policy, they should immediately terminate Use of all Spectre Platforms.
  9. Users may provide consent for opening a Spectre Account through any method including by signing a document or clicking on any required buttons or through email or by use of any other authentication options provided by the Website or through any other mode that is required under law.

#### **Data Collection, KYC and Anti-Fraud and AML measures**

10. Users may be required to provide some or all of the following documents verifying their identity and other personal information to Use the Spectre Platforms or create a Spectre Account as a part of Our KYC, AML and Anti- Fraud measures. The documents which a User may be required to submit on the Website include the following:
  - (a) Passport or Domestic Citizenship Identification Document or equivalent.
  - (b) Tax Identification or Registration Number (in certain cases document conveying such registration).
  - (c) Bank Account Information of the source of the funds being transferred to the On-site Wallets.
  - (d) Proof of Address in the form of Government Issued Documents.
  - (e) Documents conveying the source of funds used on the Spectre Platforms.
  - (f) Selfie Verification shall be required of each user.
11. The documents mentioned in Clause 10 above are not exhaustive and We may request certain Users to submit additional documents based on Our internal assessment.
12. Any Spectre Accounts where the User fails to provide all information which is sought or fails to submit any or all of the documentation sought from the User may be closed without notice.
13. In certain cases We may require Users to notarise or apostille or undertake similar verification process for the documents submitted by them.
14. In addition to the documents specified in Clause 10 above and in all cases of Use of any of the Spectre Platforms, We and Our Affiliates and Partners may collect the following data from Our Users ('Personal User Information'):
  - (a) Professional qualification and employment history and status.
  - (b) Income and wealth information.

- (c) Trading history and performance.
- (d) Ethereum or other cryptocurrency wallet address (but never Your private key).
- (e) Device Information including Device Identification Number, IMEI, Machine Address Code (Mac ID), Serial No., Mobile Number, Network Identification, IP address or any other identification factor which may enable identification of a Cell Phone or a Computer.
- (f) Location services such as GPS, Wifi location, Mobile Network triangulation or any other service which enables Us to locate Our Users.
- (g) Images, Videos, any other Files provided by Users to enable Us to provide better services
- (h) Information collected through Cookies and similar tracking technology to enable Us to provide better services through the Spectre Platforms.
- (i) Crash reporting Usage information which is transmitted by the Spectre Platforms automatically or on request by the User.
- (j) Information which explicitly discloses the Identity of the User such as name, age, Date of birth, telephone or mobile phone number, email, gender, social media information or any other parameter which is disclosed by the User when they register on the Website for a Spectre Account or submit a support request by any mode including through email or on the Website.
- (k) Payment or bank information in case the User provides Us with the same voluntarily for fulfilling any special request.
- (l) Information and/or access to social media accounts of the User when he chooses to link the same to the Website or accesses the Website using the social media accounts.
- (m) Personal User Information such as pattern of use of the Spectre Platforms, fund access information and information about external wallets
- (n) Data generated by a User through Use of the Website
- (o) Any other information which is provided by the User by filling any form or similar data collection method or transmitted by the User voluntarily or when requested by Us.
- (p) Any communication in any manner between You and Us including through telephone (without warning), Website, Email, in person or any other mode of communication.
- (q) Any other information where We are required by law to collect such information.

**Representations, Declarations and Warranties by the Spectre Users**

15. Any Spectre Account which has been opened with information which We believe is incorrect may be closed down and cancelled at any time. If you refuse to provide the documents specified in Clause 10 or refuse to share your Personal User Information or Anonymous Information, we may not be able to provide you with permission to Use any or all of the Spectre Platforms.
16. The Users undertake to ensure and declare that:
  - (a) Any Uses of the Spectre Platforms is not involved in any criminal activities or any violation of local or international laws.
  - (b) No funds used in transactions on the Spectre Platforms is related to any illegal activity or are proceeds from any criminal activity in any country across the world.
  - (c) None of the Spectre Platforms will be used in any manner for money laundering or in violation of any laws.

17. The Spectre Users understand and agree that transfer, sale, purchase or acquisition by any other manner of a Spectre Account from another Spectre User is prohibited.
18. We also collect anonymized information including but not limited to Website visits, duration, time of access, clicks and other use of Spectre Platforms and any transactions made within the Website ('Anonymous Information'). This Anonymous Information does not identify any User directly and can be shared with any advertisers and/or other third parties for advertising or other purposes.
19. Personal User Information or any documentation collected from any User under Clause 10 above may be shared by Us with any appropriate agencies or parties for verification or as required for identity, anti-money laundering or any other form of checks.
20. We are obliged to share any documentation collected under Clause 10, Personal User Information or Anonymous Information on request or orders from any competent Judicial or Administrative authorities empowered to seek such data as per the laws of the countries where We operate. We are under no obligation to transfer information about any such requests to Our Users but may attempt to do so unless prohibited by law.
21. Users are requested to read and understand the Privacy Policy which may cover additional subject areas of collection and usage of their data. The Privacy Policy and these Terms and Conditions together govern the Use of the Spectre Platforms and both the documents cannot be read in isolation.
22. The Spectre User declares that they do not suffer any disqualification and are competent and legally permitted under the laws of all the countries which govern them to access the Spectre Platforms and receive the services offered by the Company through the Spectre Platforms. They also declare that they are compliant with all provisions of the laws of all the countries which govern them. Usage of virtual private networks in an attempt to circumvent country restrictions is strictly not permitted and admittance to such or uncovering of such activities may result in total denial of service.
23. The Spectre User declares he/she is not a politically exposed person, or a resident of a restricted country.
24. The Spectre User declares that they are not aware of any situation directly or indirectly which may affect their eligibility to sign the agreement or provide the services stated in the agreement.
25. The Spectre User declares that they have not executed any agreements in the past which is in conflict with its obligations under this agreement.
26. The Spectre User will be liable to pay any taxes in all jurisdictions where they arise, for the income that it receives under this agreement from the Company.
27. The Spectre User will not be able to use the Spec IP, trade names and logos without explicit permission for every instance and purpose where it desires to use them.
28. The Spectre User will not be allowed to register any business or domain names in any countries across the world using any Spec IP or by using the Spectre Logos or designs or the words "Spectre", "Spectre AI" or their close variations.
29. Any use of Spec IP or Confidential Information beyond the terms described in the Current TC will require explicit written permission from the Company.

### **Usage of the Spectre Platforms**

30. Use and access of the Spectre Platforms is provided at Our sole discretion and We have the right to terminate or regulate in any manner the right to Use the Spectre Platforms for any User at any time without prior notice. In exceptional situations and/or on instructions by competent judicial or law enforcement authorities of any

jurisdiction, the regulation of the rights may extend to holds placed on withdrawal of any funds in the Spectre Account or any other action as deemed fit by Us.

31. We at Our sole discretion reserve the right to conduct an ‘Appropriateness Test’ on any Spectre User to determine their knowledge, experience and expertise in the field of investment using sophisticated instruments and financial trading. This test may also be used to know if a particular User understands the risks involved in a particular product or service or in a given contract. Based on the results of the Appropriateness Test We may attempt to contact the User to discuss the results of the test and may also communicate a warning through email or the Website. In exceptional cases, We may also suspend or restrict access to the Spectre Account for the User.
32. The Company reserves the right to terminate any Spectre Account if it believes that there has been a violation of any domestic or international laws or there has been a misuse of the referral program or there has been any other action in bad faith which adversely affects the Company.
33. All transactions are conducted on the Spectre Platforms at the sole will, risk and instructions of the User initiating the transaction as identified by the Spectre Account and We have no obligation to compensate or indemnify any User for any losses or presumed loss of profits due to failure or error in any transaction.
34. Any prices, values and information shown in any of the Spectre Platforms may be subject to constant change. The values and prices which are used for a particular transaction may change any time prior to execution and the final value may vary from the value shown to you and confirmed by you at the time of execution.
35. In case a Spectre Account of a User is frozen, terminated or suspended fully or partially by Us for any reason, We may at Our sole discretion decide to honor any contractual obligations which We believe were entered into without violation of any laws or the Terms and Conditions.
36. A User may decide to close their Spectre Account by communicating their desire for the same at [support@spectre.ai](mailto:support@spectre.ai). Prior to closure of a Spectre Account, a User must have completed all required KYC and AML formalities including submission of Personal Information and Documents.
37. **Policy on Cancelled, Suspended, Inactive or Dormant Accounts:**
  - (a) In case a Spectre Account is terminated or cancelled or suspended, the Spectre User may in exceptional circumstances be able to recover the funds available in the account by contacting Us immediately at [support@spectre.ai](mailto:support@spectre.ai).

### **General Terms of Usage**

38. All transactions which may be conducted on the Spectre Platforms, Use of the Spectre Platforms and the Terms and Conditions and Privacy Policy themselves will be governed by the laws of Saint Vincent and Grenadines law only.
39. The User agrees to submit all disputes regarding transactions and contracts which may be conducted on the Spectre Platforms, Use of the Spectre Platforms and the Terms and Conditions and Privacy Policy exclusively to Courts in Saint Vincent and Grenadines laws only.
40. Any User may open only a single Spectre Account on the Website and should conduct any transactions using that account on the Spectre Platforms using that Spectre Account. Any duplicate accounts or additional accounts opened using false information and declaration by any User (‘Fraudulent Account(s)’) may be cancelled at any time.
41. Any User may access their Spectre account by using the same I.P address they submitted their KYC information from and initially logged into their account from. Multiple I.P.s may need to be registered with

Spectre.ai if any User travels and trades. However, the usage of VPN based server addresses and I.P.s in order to circumvent any restrictions in the Website is strictly not allowed and if this activity is detected, it will result in the User account being banned permanently.

42. The User will be solely liable for any liabilities which may arise from the creation or Use of Fraudulent Accounts and the User agrees to indemnify and hold Us, Our Affiliates and Partners and other Users harmless against all claims, liabilities, demands, damages, or expenses (including attorneys' fees and expenses) arising out of or in connection with the Use of the Fraudulent Account(s).
43. Any User must open a single Spectre Account only for themselves and opening or operating or Use of any Spectre Account(s) for any other User or acting on their behalf is strictly prohibited.
44. **Any non-compliance with the provisions of the Terms and Conditions or the Privacy Policy or the laws of any jurisdiction which govern Us or the User may lead to the cancellation of the Spectre Account for the User and legal proceedings may be commenced against the User involved in such acts by Us or the law enforcement authorities. In these situations, We will not be responsible to provide any refunds or compensation of any funds in the Spectre Account or in any external wallets or funds linked to the Spectre Account.**
45. **Regulatory notice: The term "reward(s)" is being used as a descriptive term, to indicate the reward program established within the Spectre.ai protocol. This term is not accorded any meaning beyond this and provides no equitable ownership in Spectre.ai, or its associated companies. No shares in stock, registered securities, currency, is being made payable within the Spectre.ai Rewards program. Owing to a tightening of the legal framework in certain restricted jurisdictions such as the United States this year, for those specifically wanting to pull rewards, KYC will be performed by our internal desk. The procuring of SXDT tokens by U.S citizens, or residents of restricted countries on any platform/medium or exchange is against the Spectre.ai terms and conditions and rewards will not be paid to U.S citizens, or any person from any restricted country. Please ensure to declare any capital gains or rewards to your local taxation authorities to ensure you always remain compliant. Investing in cryptocurrencies is a high-risk activity and you can lose everything.**
46. All Users have the responsibility to ensure that all transactions conducted on Spectre Platforms from their Spectre Account are settled. The User would be solely responsible for any transaction conducted from their Spectre Account and would be liable to pay for and settle any transactions all transactions including Ethereum Blockchain transactions and fees conducted from their Spectre Account. Another person or software bot or a minor should not be provided with access or allowed to Use the Spectre Account belonging to a User at any cost and the User would be liable for all liabilities arising from their transactions or acts or omissions.
47. As a User of the Spectre Platforms, You understand and agree to the following:
  - (a) We and Our Partners and Affiliates have exclusive rights including but not limited to intellectual property rights, ownership and moral rights over all components of the Spectre Platforms including but not limited to the Website.
  - (b) The Spectre Platforms may contain protected intellectual property which belongs to Us and/or Our Partners and Affiliates and Users have no claim to the same.
  - (c) The Spectre Platforms may contain licensed protected intellectual property which belongs to a third party and is being used by Us and/or Our Partners and Affiliates under a license or similar permission and Users have no claim to the same.



- (d) Although, We attempt to provide the highest degree of security and adhere to the latest cyber security guidelines, We cannot guarantee that the Spectre Platforms will be malware or Virus free. We request the User(s) to ensure that they ensure that the check the Spectre Platforms using their own antivirus or antimalware software before using them. We also request Our Users to install and maintain the latest version of operating system and security software and scan Our Website when accessing it. We will not accept any claims for any losses of any nature from the presence of any malware or virus in the Website or any other Spectre Platform and will not indemnify any Users for the same.
- (e) We retain the exclusive ownership and all other applicable rights including intellectual property rights over any content which may be generated by any User through his use of the Spectre Platforms. Even if the User may have inherent claims over such content in some jurisdiction, through use of the Spectre Platforms, the User has agreed to transfer all such rights without any additional compensation to Us.
- (f) We retain the exclusive right to terminate any Account and block any User from using or accessing the Spectre Platforms at any time without providing any reason for the same. Users have no right to claim unhindered use of the Spectre Platforms.
- (g) We retain the exclusive right to terminate any Account and block any User from using or accessing the Spectre Platforms at any time if the Users in question abuse staff, other Users or try and repeatedly exploit system inefficiencies brought about by poor quality price feeds or defame Spectre Platforms in social media or other electronic or offline channels.
- (h) We may discontinue the services of any or all of the Spectre Platforms at any time at Our sole discretion and Users have no claim to any compensation.
- (i) All User accounts are non-transferable without explicit written permission from Us.
- (j) The Terms and Conditions, Privacy Policy and any other related documents issued by Us may be changed at any moment without prior intimation to any User. The User would be provided with an opportunity to accept or decline with the changes once they have been made and a Spectre Account may be frozen, suspended or cancelled if a User does not provide his consent to the modified Terms and Conditions or Privacy Policy or any other related documents issued by Us.
- (k) In case you click on any advertisement or other link provided in the Spectre Platforms, you may be directed to any external websites. We do not guarantee the safety or authenticity of any of these websites and We do not control them in any manner. Users are requested to take all necessary precautions while accessing them or sharing any information with them.
- (l) We under no circumstances make any claims or guarantees of any profit in any of the Spectre Platforms.
- (m) You should not be involved in any action inside any Spectre Platform which you do not understand completely. In case you require any information please contact Us at [support@spectre.ai](mailto:support@spectre.ai) immediately.
- (n) We do not provide any warranty regarding the suitability of any part or the whole of Spectre Platforms and equipment used by Us including computer systems, technology, hardware, networks, software for a particular purpose including but not limited to use for financial trading and entering into financial contracts and will not indemnify or compensate any User for any losses arising from the use of any of the Spectre Platforms.
- (o) Any information provided by Us on any of the Spectre Platforms, the Website, any blogs maintained by Us or newsletters and emails sent by Us is not intended to be financial or investment advice and We do not accept the responsibility for the accuracy or the correctness of the information. We also do not accept any liability for any transactions conducted on the basis of such information.

- (p) Hackers or other malicious groups or organizations may attempt to interfere with the Spectre Platforms in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, phishing attacks, smurfing and spoofing ('Hacking Attack(s)'). Although We make reasonable efforts to secure Our Users against such incidents, We cannot guarantee that Our Users will be protected. We will not accept any claims from any damages or losses arising from Hacking Attacks and will not indemnify Users for losses from ETH addresses linked to their Spectre Account resulting from a Hacking Attack linked to Use of any Spectre Platform. Users are requested to maintain extreme caution and take steps to protect themselves from such events.
  - (q) You may be liable under law in multiple jurisdictions for any illegal activities conducted on the Spectre Platforms and you will be solely responsible for all consequences of the same. We reserve the right to inform law enforcement agencies and regulatory authorities about any violation of laws and reserve Our right to proceed in terms of law to penalize such offenders and/or to protect Our interests.
48. We are not liable directly or indirectly whatsoever for any losses to any User for any of the following:
- (a) Any losses to a User or third party attributable to any delays, losses, errors or omissions resulting from the failure or mismanagement of the blockchain, or any computer equipment or software.
  - (b) Any loss or damage to data or records maintained by Us or the Ethereum blockchain.
  - (c) Losses caused by Government or regulatory action of any country.
49. As a User of any of the Spectre Platforms you declare that you will not:
- (a) Violate any intellectual property rights of any party including Us, Our Partners and Affiliates, Our advertisers and any other User.
  - (b) Indulge in activities which are prohibited by law in the jurisdictions which govern you and/or where We operate.
  - (c) Indulge in any illegal activities prohibited by applicable national or international laws.
  - (d) Provide fraudulent or fake information or misrepresent as another person when opening a Spectre Account.
  - (e) Undertake any scraping, mining, denial of service attack, distributed denial of service attack, hacking or other illegal activities on any of the Spectre Platforms.
  - (f) Use the Spectre Platforms at any time to illegally spread any software or code.
  - (g) Modify the computer hardware or software that you use with the Spectre Platforms to transmit misleading or false information about your location, age or any other information that it seeks.
  - (h) Use any other User's Spectre Account.
  - (i) Disclose any bugs or security issues in any of the Spectre Platforms without disclosing it to Us and providing Us with a 30 (Thirty) day written notice that you intend to disclose it to any other party. The bugs or security issues discovered in the Spectre Platforms can at no time be used for any illegal purpose or for gaining an unfair advantage in the Spectre Platforms.
  - (j) Upload, propagate or distribute any sensitive, potentially racial, criminal, pornographic or illegal content including information protected by intellectual property laws anywhere in the world.
  - (k) Disseminate, modify, reassemble, reverse-engineer or Use the Spectre Platforms in any manner which may be considered beyond the normal use of the Spectre Platforms.
  - (l) Use the Spectre Platforms and any linked platforms such as blogs or support forums for transmission of any illegal, false, frivolous, defamatory or fake information. We retain the sole right to delete any information from the Spectre Platforms and any linked platforms such as blogs or support forums uploaded by any party at Our sole discretion.

- (m) Use the Spectre Platforms to secure any immoral or illegal gains.
  - (n) Use the Spectre Platforms and any linked platforms to harass, harm or perform illegal activities against other Users, Us or any other third parties.
50. We reserve the right to suspend the functioning of any or all of the Spectre Platforms including the Website for an indefinite period of time without prior notice in case We believe that the Spectre Platforms may not be operated without harm to the interests of the User and/or the Company due to regulatory, economic, military, political or any other circumstances outside Our control which We determine may or already has severely affected Our functioning and/or the functioning of the Spectre Platforms.

### **Disclaimer and Indemnity**

51. Through acceptance of the T&C and the Privacy Policy, you accept to hold Us and Our Partners and Affiliates harmless for any physical, mental or financial harm which may be caused by your Use of any of the Spectre Platforms including the Website.
52. Although, We try to maintain the highest degree of functionality for the Spectre Platforms including the Website, there may be scheduled or unscheduled interruptions in service for reasons beyond Our control. We will try to inform Our Users at the earliest about such possible disruptions but may fail under certain circumstances. We do not undertake to honour any claims for losses arising from such disruptions.
53. Although, We try to build the most stable builds of Spectre Platforms, they may not perform as expected under certain circumstances. We request you to inform Us immediately about any such situations and stop using the Website and other Spectre Platforms immediately till We resolve the problem. We will not be liable to compensate the Users or any third party for any claims arising from the non-performance or failure of the Spectre Platforms provided that We have taken reasonable steps to prevent any such failure.
54. We may try to contact you periodically with offers, updates, news and other promotional services. None of this may be considered as financial or investment advice and We bear no liability from Use of such information. Users may unsubscribe from these notifications by contacting Us at [support@spectre.ai](mailto:support@spectre.ai) or through any other option provided by Us.
55. We do not ever request any financial information directly through phone, messages or email or through any other non-secure mode of communication and We request Our Users to report any such incidents to Us through email at [support@spectre.ai](mailto:support@spectre.ai). We will not be responsible for any financial losses incurred through such financial crimes.
56. Please forward all other notices to [support@spectre.ai](mailto:support@spectre.ai). - ATTN ; TEAM SPECTRE
57. **Disclaimer of Warranties:** YOUR USE OF ANY OF THE SPECTRE PLATFORMS AND SERVICES ARE AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS, AND WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY CONTENT.

58. **LIMITATION OF LIABILITY:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE SERVICES OR PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. IN NO EVENT WILL OUR TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED FIVE HUNDRED UNITED STATES DOLLARS (\$500). THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US.
59. Through Use of any of the Spectre Platforms, or 3<sup>rd</sup> party applications that are connected to our Apis, you agree to hold harmless, defend and indemnify Us and all Our subsidiaries, affiliates, partners, employees, advertisers, suppliers and all other related parties from and against any third party claim arising from or in any way related to the breach of the T&C, Privacy Policy and local or international applicable laws, rules or regulations in connection with your Use or access of the Spectre Platforms, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

### **Queries and Clarifications**

60. In case of any complaints, suggestions, queries or clarifications you can contact Us at Our email id: [support@spectre.ai](mailto:support@spectre.ai) and We will make Our best effort to respond to your queries within 1-2 (One to two) weeks. The Complaints in most cases should finally be resolved within around 2-4 (two to four) weeks of receipt of complete details and all information sought by Us.
61. We reserve the right to delete any content which We consider undesirable from Our Website, Social Media pages and other forums. We also reserve the right to block any Users from Our email inboxes, Website, Social Media pages and all other forums for posting content, which We consider undesirable or at Our sole discretion without assigning any reason.

### **Other terms**

62. All Communication shall be made with Us and will be made by Us in English only.
63. The Privacy Policy and Terms and Conditions may be updated from time to time and the version available on [www.spectre.ai](http://www.spectre.ai) on a given date will be considered as the governing document for any incidents arising on that date. Only the latest version of the Privacy Policy and Terms and Conditions will be available on the Website. Users have the sole responsibility to download and save any copies of the Privacy Policy and Terms and Conditions on a particular date if they require them. No request for supplying older versions of the Privacy Policy and Terms and Conditions will be accepted.
64. The Terms and Conditions will not be interpreted against one party merely as it was drafted by the party.
65. **Force Majeure:** The Company shall not be held responsible for any delay or failure in performance arising out of causes beyond its control, or without its fault or negligence. Such causes may include, but are not limited to, fires, terrorist acts, strikes, embargoes, shortages of supplies of raw materials, or components or finished goods, acts of God, or national disasters.
66. For purposes of this Terms and Conditions document, whenever the context requires:
- (a) the singular number shall include the plural, and vice versa;
  - (b) the masculine gender shall include the feminine and neuter genders,
  - (c) the feminine gender shall include the masculine and neuter genders,
  - (d) the neuter gender shall include the masculine and feminine genders; and
- the words include and including, and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words without limitation.
67. By using the Website and any other Spectre Platform, the User accepts that he/she has read and accepted the entire Terms and Conditions document and is legally competent to provide consent under laws of all jurisdictions which cover his Use of the Spectre Platforms.
68. In case You are resident within the European Union, Your consent to these Terms and Conditions shall also be considered as “unambiguous consent” in terms of Article 7 of Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 whereby You have permitted collection, transfer and processing of Your Personal User Information and Anonymous Information anywhere across the world. After the GDPR is in force from 25 May, 2018, all European Union Residents will be considered to have provided valid consent when they open or had opened a Spectre Account by signing a document or clicking on any required buttons or through email or by use of any other authentication options provided by the Website or through any other mode that is required under law.