Agreement for Affiliates

This Agreement (*hereinafter also referred to as 'Affiliate Agreement', 'the AFA' or 'AFA')* is entered as of the date of execution ('Commencement Date'), by and between SPECTRE Trading Limited, a company incorporated in Saint 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,

AND

'Listed Person on Application' which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns (*hereinafter* referred to as the "Spectre Affiliate"), a Natural or Juristic Person with present residence as listed on Spectre Affiliate application.

As the context requires, the Company, and the Spectre Affiliate shall be individually referred to as a 'Party' and collectively as 'Parties'.

Whereas, the Company operates a financial market predictive betting platform called 'Spectre' that allows users to make predictive bets in the financial markets without the presence of an intermediary broker;

And whereas, the Company wishes to expand the services of Spectre across the globe except in Restricted Countries and countries where the services provided by Spectre are not permitted;

And whereas, the Spectre Affiliate is willing to support the Company to popularise services of Spectre in Permitted Countries and the Company is willing to provide commission according to the terms of this AFA;

Now, therefore, in consideration of the premises, and of the mutual promises and undertakings herein contained, the Parties, intending to be legally bound, do hereby agree as follows:

Definitions

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

Affiliate(s) and Partner(s), means any Company or Person or Organisation who is related to Us as a Spectre Affiliate/ business partner/ agent/ contractor/ employee/ distributor/ supplier and assists Us in any manner in providing the services through the Website. Affiliates and Partners are related to Us only till the extent of their duties performed under their contract with Us.

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

KYC means Know Your Company and/or Know Your Client

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

(i) 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 Affiliate;

(ii) 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,;

(iii) 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;

(iv) 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;

(v) 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 and to which the Spectre Affiliate has been made aware that such information is covered by a non-disclosure agreement to which Company is a party;

(vi) Any other information which has been received by the Spectre Affiliate from the Company due to the nature of services provided to the User owing to their relationship as service provider and service receiver;

(vii) Any other information which may have a financial or commercial value which has been received by the Spectre Affiliate from the Company but is not categorised in any of the categories above;

Information is not considered as Confidential information if:

1. it is generally known or available to the public, except as the result of an unauthorized disclosure;
2. it is known to the Spectre Affiliate prior to receipt, as evidenced by written records of the Spectre Affiliate, and it is not subject to a separate non-disclosure commitment on the part of the Spectre Affiliate;
3. it was independently received by the Spectre Affiliate from a third party on an unrestricted basis; or
4. it was developed by the Spectre Affiliate without use of or reference to Company's Confidential Information, as shown by the Spectre Affiliate's contemporaneous written records

Privacy Policy means the document located at the link www.spectre.ai which together with the Terms and Conditions governs the collection, storage and sharing of data in the Spectre Platforms.

Restricted Countries means Costa Rica, BVI, Cayman Islands, Cyprus, Iran, Venezuela, Syria, Somalia, North Korea, Yemen, Iraq, Puerto Rico, American Samoa, Guam, Northern Mariana Islands, US Virgin Islands and the United States of America (USA).

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.

Referral Program means the special program run by the Company under which validly registered Spectre Affiliates are allowed to receive benefits for successful referral of Users.

Spectre Account means the account opened by the User on the Website for accessing the Website and/or its internal links and/or Trading Platforms

Spectre Affiliate Account means the account opened by the Spectre Affiliate on the Website for participating in the Referral Program offered by the Company.

Spectre Platforms refer to the Website and/or its internal links and the Trading Platforms considered together

Trading Platform(s) mean any software or facility or interface provided within or through the Website which allows Users to trade or deal in securities, commodities, currencies, derivatives, cryptocurrencies or other assets in any manner.

Terms and Conditions or the T&C or T&C means the document located on www.spectre.ai which together with the Privacy Policy governs the functioning of the Spectre Platforms and the collection, storage and sharing of data in the Spectre Platforms.

Use(s) means any manner of use of the Spectre Platforms for (a) accessing or browsing with/ without registration on the Website (b) conducting trial/or demo trades (c) online financial trading with any Trading Platform on the Website and concluding contracts on the Trading Platforms (d) holding or purchase or any other action related with the Spectre Utility Token ('SXUT') or Spectre Dividend Token ('SXDT') (e) loading and withdrawal of funds (f) linkage with external Wallets or any other payment methods (g) 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 Trading Platforms (h) referral of Users under the Referral Program

User(s) means any person or persons who Use any or all of the Spectre Platforms in any manner.

Referred Customer means a User referred by the Spectre Affiliate;

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.

Website or "the Website" means https://www.spectre.ai

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.

General Terms

1. This AFA will be binding on the Spectre Affiliate in their dealings with the Company in any jurisdiction across the world. The Spectre Affiliate 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. The Spectre Platforms may be prohibited by the local laws of certain restricted countries. The Spectre Affiliate must ensure that they are in compliance with all laws applicable to them when they deal with the Company and direct Users to the access the Website. This AFA will be terminated immediately and the Spectre Affiliate will lose all earnings and will be liable to indemnify and compensate the Company if (a) it is discovered that they belong to a country which prohibits the Use of the Spectre Platforms, unless an express exemption has been made, or (b) if they are resident, legally established in or are citizens of a Restricted Country, unless an express exemption has been made or (c) if they access the Spectre Platforms from a Restricted Country, unless express exemption has been made.

3. We may use Internet Protocol (IP) based block and/or any other available technology to prevent Users (more specifically End User Participants) from Restricted Countries. The Spectre Affiliate will be acting in violation of the AFA and may be in violation of laws of multiple jurisdictions if they attempt to circumvent such a block themselves or assist any other person in such an attempt.

4. **Special restrictions for Users based in the USA and/or Citizens or Residents of USA**:
   i. The Spectre Affiliate is aware that 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 as such they should not target or advertise to US citizens explicitly such as producing ads that specifically mention US based users. Affiliate shall not aid any US citizen in bypassing these rules through use of misleading information, incorrect KYC, or IP changing systems.
   ii. Spectre Affiliate will not target or advertise to US citizens explicitly any of the products or services linked to the Company including the Spectre Utility Token (SXUT) or Spectre Dividend Token (SXDT) to Citizens or Residents of USA.

5. The Spectre Affiliate agrees to the following regarding a Referred Customer:
   i. Affiliate will not target and advertise explicitly to users that are not 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. Affiliate will communicate where applicable that customer should read T & C and Privacy Policy and understand the implications of all the provisions of the given documents.
   iii. A Referred Customer may lose funds through trading on the platform. An affiliate may not advertise or communicate in a manner that gives the impression that a user may not lose funds. This includes phrases such as 'guaranteed returns', 'guaranteed winnings' 'impossible to lose' and other phrases that may de-emphasize the risk of trading as an activity.
6. The Spectre Affiliate will assist the Company in obtaining any required documents for KYC, AML or Anti-Fraud verification and any Referred Customer who has not completed the given processes will not be considered as a valid referral.

Data Collection, KYC and Anti-Fraud and AML measures

7. The Spectre Affiliate may be required to provide some or all of the following documents verifying their identity and other personal information as a part of Our KYC, AML and Anti- Fraud measures. The documents which a Spectre Affiliate may be required to submit on the Website include the following:
   A. For natural persons

(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 for transfer of earnings
(d) Proof of Address in the form of Government Issued Documents
(e) Recent Photograph

B. For legal persons

(a) Certificate of Incorporation for Companies and Partnership Deed for Partnerships
(b) Good standing certificate issued no longer than 1 (one) month ago from the Country of Incorporation
(c) Name of the Directors or Partners
(d) Names of the ultimate beneficial owners who are natural persons for the entire shareholding of the Company. For Partnerships, all the Partners.
(f) Tax Identification or Registration Number (in certain cases document conveying such registration)
(e) Bank Account Information for transfer of earnings
(f) Passport or Domestic Citizenship Identification Document or equivalent for the Directors who are natural persons or for all the Partners and also for the ultimate beneficial owners for the entire shareholding of the Company
(g) Recent Photograph for the Directors who are natural persons or all Partners (for a partnership) and also for the ultimate beneficial owners for the entire shareholding of the Company
(h) Recent Photographs for the Directors who are natural persons or all Partners (for a partnership) and also for the ultimate beneficial owners for the entire shareholding of the Company
(i) Proof of Address in the form of Government Issued Documents for the Company or the office of the Partnership Firm

8. The documents mentioned in Clause 7 above are not exhaustive and We may request certain Spectre Affiliates to submit additional documents based on Our internal assessment.
9. In certain cases We may require Spectre Affiliates to notarise or apostille or undertake similar verification process for the documents submitted by them.

Representations, Declarations and Warranties by the Spectre Affiliates

10. Any Spectre Affiliate Account which has been opened with information which We believe is incorrect may be closed down and cancelled at any time. If a Spectre Affiliate refuses to provide us with the documents specified in Clause 7 or refuses to share any information sought by Us, we will be forced to cancel our association with the Spectre Affiliate.
11. The Spectre Affiliate declares that it will not explicitly advertise in such a way so that:

(a) Referred Customers who open a Spectre Account or Use the Spectre Platforms are involved in any criminal activities or any violation of local or international laws.

(b) Funds used in transactions and/or trading on Trading Platforms are related to any illegal activity or are proceeds from any criminal activity in any country across the world

(c) the Spectre Platforms are used in any manner for money laundering or in violation of any laws

12. The Spectre Affiliate understands that We are obliged to share any documentation collected under Clause 7, all information collected from Spectre Affiliates, 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 Affiliates and Partners and Users but may attempt to do so unless prohibited by law.
13. The Spectre Affiliate declares that it does not suffer any disqualification and is competent and legally permitted under the laws of all the countries which govern it to sign the AFA and provide the services offered by the Company through the Spectre Platforms. It also declares that it is compliant with all provisions of the laws of all the countries which govern it.
14. The Spectre Affiliate declares that it is not aware of any situation directly or indirectly which may affect its eligibility to sign the AFA or provide the services stated in the AFA.
15. The Spectre Affiliate declares that it has not executed any agreements in the past which is in conflict with its obligations under this AFA.
16. The Spectre Affiliate declares that it will only be related with the Company as an independent contractor and will not be considered in any way as an Agent or an employee of the Company. The Spectre Affiliate declares that it will not make any false representation to anyone about the nature of its relationship with the Company.
17. The Spectre Affiliate will not disclose any Confidential Information at any time in the future except as required by law. The Spectre Affiliate shall also hold the terms of this AFA and any information shared during the negotiations for this AFA and during the execution of this AFA as confidential and shall only disclose the same only if required by law. Any breach of this provision by a Spectre Affiliate may be considered as valid ground for a claim for damages to be determined by a competent court.
18. The Spectre Affiliate acknowledges and agrees that all rights, title and interest in any Confidential Information and Inventions will remain the exclusive property of the Company. Accordingly, the Spectre Affiliate specifically agrees and acknowledges that it will have no interest in the Confidential Information, including, without limitation, no interest in know-how, trade secrets, designs, patents, copyright, trade-marks or trade names or any other form of intellectual property right, notwithstanding the fact that the Spectre Affiliate may have created or contributed to the creation of the same and these will remain the exclusive property of the Company
19. The Spectre Affiliate agrees that during the term of the AFA and for a period of three (3) years after the end of term of this AFA, will not in any way, directly or indirectly:

i. induce or attempt to induce any employee or freelancer working with the Company to quit employment or retainer or terminate their contracts with the Company ;
ii. otherwise interfere with or disrupt the Company's relationship with its employees, freelancers and other contractors;
iii. discuss employment opportunities, provide information about competitive employment, or become employed by or an independent contractor to any of the Company's employees or contractors; Users; vendors or;
iv. solicit, entice, or hire away any employee or contractor of the Company;
v. contact any of the Customers, vendors, employees or contractors, or any potential Customers, vendors, employees, contractors to discuss any Confidential Information covered by this AFA in any way, shape, or form without the written consent of the Company

20. The Spectre Affiliate will be liable to pay any taxes in all jurisdictions where they arise, for the income that it receives under this AFA from the Company.
21. The Spectre Affiliate 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.
22. The Spectre Affiliate 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.
23. Any use of Spec IP or Confidential Information beyond the terms of this AFA will require will require explicit written permission from the Company.
24. A Spectre Affiliate may also appoint Sub-Affiliates through explicit permission from the Company.
25. The following persons may not use the benefits of the Referral Program or use the Spectre Platforms with a Live account. Demo accounts can be used.
    (a) Any Spectre Affiliate which is a legal person, Directors of its parent and subsidiary companies, employees, shareholders, partners and family members and relatives of all of the above
    (b) Any Spectre Affiliate who is a natural persons and his family members and relatives and business associates.

Referral Procedure and Valid Referral

26. 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 Spectre Affiliate 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 Affiliate Account and/or any wallet or any other action as deemed fit by Us.

27. To take part in the Referral Program, all Spectre Affiliates have to register for a Spectre Affiliate Account by filling in a form, executing this AFA and submitting documents which include but are not limited to ones specified in Clause 7.
28. On satisfactory completion of all procedure, a Spectre Affiliate Account will be opened for the Spectre Affiliate and a unique referral link will be provided to the Spectre Affiliate.
29. The Spectre Affiliate will be able to refer Users through the referral link which it can spread through legally compliant ways.
30. A User who has registered after clicking on the referral link allotted to a particular Spectre Affiliate will be linked to the Spectre Affiliate for the entire duration of his relationship with the Company for use of Spectre Platforms. Such a User will be a Referred User for the Spectre Affiliate whose referral link was used in the first instance for registration of a Spectre Account by the User.
31. A referral of a Referred User will be considered valid ('Valid Referral") if among others the following conditions are fulfilled:
    (a) The User has reached the Website through the referral link for the Spectre Affiliate and has completed registration for a Spectre Account
    (b) The User is not a citizen or resident of any Restricted Country.
    (c) The User belongs to a Permitted Country.
    (d) The User is registered for the first time on Spectre.
    (e) The User has not violated any provisions of the Terms and Conditions or the Privacy Policy
    (f) The User has not been obtained by fraud or misrepresentation or by violation of any laws
    (g) The User completes all registration, document submission and other verification processes successfully
    (h) There is no duplicate registration or attempts to register multiple accounts by the same User
32. The Spectre Affiliate Account will be terminated or put on hold for any instance of violation of the provisions of this AFA or the laws of any jurisdiction. Such a termination or hold on the Spectre Affiliate Account may result in the temporary or permanent loss of the ability to withdraw any balance remaining in the account.
33. Any contract that is entered into by any User or Spectre Affiliate on any Spectre Platform is not modifiable after conclusion. The User and Spectre Affiliate has the obligation to fulfil the obligation and may be exposed to legal proceedings in case of failure to complete his obligations as per the terms of the contract.
34. **Special provisions for handling User Funds:** No Spectre Affiliate is authorised to handle User funds in any manner under any situation. No Spectre Affiliate should also make any attempt to receive User funds in any manner or make any false representations regarding the same.
35. All trades and 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 or Spectre Affiliates for any losses or presumed loss of profits due to failure or error in any trade or transactions.

36. We reserve the right to terminate any event or trade which was conducted when according to Our opinion there was an error in the trading platform or in the current prices and/or published payouts. In these cases, any linked receivable by the Spectre Affiliates who referred the User will also be affected.
37. A Spectre Affiliate may decide to close their Spectre Affiliate Account by communicating their desire for the same at support@spectre.ai . Prior to closure of a Spectre Affiliate Account and to receive permission to withdraw any funds from the account, a Spectre Affiliate must have completed all required KYC and AML formalities including submission of personal information and documents.
38. **Policy on Cancelled, Suspended, Inactive or Dormant Accounts:**
    (a) A Spectre Affiliate Account which has not been used for any referrals for a consecutive period of 90 (ninety) days will be considered as an Inactive or Dormant account.
    (b) The funds in a dormant or inactive account may be transferred to a registered Charity determined by Us after Notice is given to the Dormant account owner. Such a transfer of funds to a Charity would be allowed to occur 30 days from the date of Notice. Users may still be able to recover some funds if the transfer to a registered Charity has not been carried out for a certain reason and such Spectre Affiliate Account holders should contact support@spectre.ai immediately.
    (c) In case a Spectre Affiliate Account is terminated or cancelled or suspended, the Spectre Affiliate may in exceptional circumstances be able to recover the funds available in the account by contacting Us immediately at support@spectre.ai

Termination

39. The AFA may be terminated at any time by either party by giving a 7 (seven) days written notice to the other Party.
40. The AFA may be terminated without prior notice by a Party in case of violation of any terms by the other Party.
41. The AFA may be terminated by the Company if it receives less than 2 (Two) referrals per 180 (one hundred and eighty) days from a particular Spectre Affiliate.
42. The AFA may be terminated immediately in case of submission of fraudulent information or documents at any stage by the Spectre Affiliate.
43. The AFA may be terminated by the Company at any time without prior notice if it discovers any misuse or use of the benefits under this AFA in bad faith or by fraudulent means.
44. Commissions on existing users and volume referred by the affiliate will continue to be paid for one year after the end of the agreement unless in cases of termination due to a violation of clause such as verified instances of spam.

Payments for the Spectre Affiliates

45. Spectre Affiliates are awarded 50% of the 2% Fee which the Company earns on bets placed on the Spectre Platforms.
46. The Spectre Affiliates receive the payment according to Clause 45 above only for use of the Spectre Platforms by Valid Referrals out of the Referred Users of the Spectre Affiliate.
47. The Spectre Affiliates can earn an amount equivalent to 10% of the earnings of any sub-affiliates that it may have validly appointed.
48. Spectre Affiliates may be eligible to participate in special contests and challenges and also receive milestone bonuses for completion of specific milestones. Information about these programs will be published on the Website.
49. A Spectre Affiliate may be able to withdraw the funds that it has earned from the Referral Program through modes provided by the Company either in fiat currency or in cryptocurrency.
50. The Spectre Affiliate has the sole duty to ensure that he has access to a suitable wallet or account to receive funds in a particular mode provided by the Company. Availability of all modes of withdrawal is not guaranteed.

Other Provisions

51. The Spectre Affiliate will not use the logos, brand names or any Spec IP for any advertisements or marketing campaigns without explicit permission from the Company for every type of promotional material and campaign plan whether online or offline.
52. The Company reserves the right to terminate any Spectre Affiliate 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.
53. We have the right in our sole discretion to monitor signups through your Affiliate Site from time to time to determine if you are in compliance with the terms of this Agreement. If you are not in compliance we may terminate your participation in the Affiliate Program effective immediately.
54. Any notices under this AFA will be sent by Certified Mail to the Company at its Registered Address and by email. Notices to the Spectre Affiliate may be sent by email or by post at the discretion of the Company.

General Terms of Usage

55. This AFA will be considered to have been executed in Saint Vincent and the Grenadines and its interpretation will be governed by the laws of Saint Vincent and the Grenadines only.
56. The Spectre Affiliate agrees to submit all disputes with the Company any disputes arising under this AFA directly or indirectly exclusively to Courts in Saint Vincent and the Grenadines only.

57. Any Spectre Affiliate may open only a single Spectre Affiliate Account on the Website and should conduct any transactions using that account only. Any duplicate accounts or additional accounts opened using false information and declaration by any Spectre Affiliate ('Fraudulent Account(s)') may be cancelled at any time.
58. The Spectre Affiliate will be solely liable for any liabilities which may arise from the creation or Use of Fraudulent Accounts and the Spectre Affiliate 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).
59. **Any non-compliance with this AFA, the provisions of the Terms and Conditions or the Privacy Policy or the laws of any jurisdiction which govern Us, the Spectre Affiliate or the User may lead to the cancellation of the Spectre Affiliate Account for the Spectre Affiliate and legal proceedings may be commenced against the Spectre Affiliate 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.**
60. As a Spectre Affiliate, ('You' for the clauses below) 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 Spectre Affiliates and 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 Spectre Affiliates and 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 Spectre Affiliates 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 Spectre Affiliate through his use of the Spectre Platforms. Even if the Spectre Affiliate may have inherent claims over such content in some jurisdiction, through use of the Spectre Platforms, the Spectre Affiliate has agreed to transfer all such rights without any additional compensation to Us.

(f) We retain the exclusive right to terminate any license and block any Spectre Affiliate 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 may discontinue the services of any or all of the Spectre Platforms at any time at Our sole discretion and Spectre Affiliates have no claim to any compensation.

(h) All Spectre Affiliates accounts and/or licenses are non-transferable without explicit written permission from Us.

(i) 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 Spectre Affiliates. The Spectre Affiliates would be provided with an opportunity to accept or decline with the changes once they have been made and a Spectre Affiliate Account may be frozen, suspended or cancelled if a Spectre Affiliates does not provide his consent to the modified Terms and Conditions or Privacy Policy or any other related documents issued by Us

(j) 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. Spectre Affiliates are requested to take all necessary precautions while accessing them or sharing any information with them.

(k) Trading on any of the Spectre Platforms is risky may result in losses and the losses may exceed deposits.

(l) We under no circumstances make any claims or guarantees of any profit by trading in any of the Spectre Platforms. Users must be made aware not to use any funds which are essential and to use only funds which they may lose without any effect on their life.

(m) 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 Spectre Affiliates for any losses arising from the use of any of the Spectre Platforms.

(n) 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.

(o) 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 Spectre Affiliates and Our Users against such incidents, We cannot guarantee that Spectre Affiliates and Our Users will be protected. We will not accept any claims from any damages or losses arising from Hacking Attacks and will not indemnify Spectre Affiliates for losses resulting from a

Hacking Attack linked to Use of any Spectre Platform. Spectre Affiliates are requested to maintain extreme caution and take steps to protect themselves from losses by maintaining an absolute minimum amount of funds on any online wallets.

(p) Spectre Affiliates may be liable under law in multiple jurisdictions for any illegal activities conducted on the Spectre Platforms and they 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 penalise such offenders and/or to protect Our interests

61. We are not liable directly or indirectly whatsoever for any losses to any Spectre Affiliates for any of the following:
    (a) Any losses to a Spectre Affiliate 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
62. As a Spectre Affiliate ('You' for the clauses below), 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 Affiliate 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 Spectre Affiliate Account other than your own or another 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 for trading 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.

63. 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 of the following events:

(a) When We believe that the Spectre Platforms may not be operated without harm to the interests of the Spectre Affiliates and/or 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.

(b) When We in Our opinion are unable to calculate the price of the assets used in the contracts

Disclaimer and Indemnity

64. Through acceptance of the AFA, the Spectre Affiliates accept to hold Us and Our Partners and Affiliates harmless for any physical, mental or financial harm which may be caused by your Use or access of any of the Spectre Platforms including the Website.

65. 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 Spectre Affiliates 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.

66. Although, We try to build the most stable builds of Spectre Platforms, they may not perform as expected under certain circumstances. We request Spectre Affiliates 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 Spectre Affiliates, 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.

67. We may try to contact Spectre Affiliates 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. Spectre Affiliates may unsubscribe from these notifications by contacting Us at support@spectre.ai or through any other option provided by Us.

68. We do not ever request any financial information directly through phone, messages or email or through any other insecure mode of communication and We request Spectre Affiliates to report any such incidents to Us through email at support@spectre.ai . We will not be responsible for any financial losses incurred through such financial crimes.

69. **NOTICE TO THE SPECTRE AFFILIATE ('YOU' for the clauses below)-**

(A) **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.

(B) **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.

(C) Through Use/access of any of the Spectre Platforms, 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 AFA 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.

(D) 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 Affiliate 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.

Other terms

70. All Communication shall be made with Us and will be made by Us in English only.
71. The AFA will not be interpreted against one party merely as it was drafted by the party.
72. *Severability.*
    In the event any provision of this AFA is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this AFA, as so modified, shall continue in full force and effect.

73. *Modification or Amendment*
    This AFA may be amended at any time by the mutual consent of the Parties by an instrument in writing. No amendment, change or modification of this AFA shall be valid unless in writing signed by the Parties hereto

74. *Entire Agreement.*
    This AFA, together with any other materials referenced in or expressly made a part of the AFA, constitutes the final and entire agreement between the Company and the Spectre Affiliate and supersedes all other prior and contemporary agreements, oral or written.

75. *No effect of delay*
    No failure or delay by the Company in exercising any power, right or privilege provided in this AFA will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this AFA.

76. *Counterparts and electronic copies*
This AFA may be executed in one or more counterparts, each of which shall be deemed original, but all of which collectively shall constitute one and the same instrument. The Parties agree that they will scan and exchange signed and executed copies of this AFA in digital or virtual form through email or any other similar medium and the Parties agree without any conditions that scanned copies of the executed AFA exchanged between them would be binding on them for all purposes.

77. **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 or supplies of raw materials, components or finished goods, acts of God, or national disasters.

78. 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
    (e) 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.