

## **Terms and Conditions**

These Terms and Conditions (*hereinafter also referred to as '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 Trading 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.

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:

**Affiliate(s) and Partner(s)** means any Company or Person or Organization who is related to Us as a 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.

**Apis** refers to the application program interface built and that allows traders and developers to create and connect applications to the features and data of the Spectre Platforms.

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

**KYC** means Know Your Client

**AML** means Anti- Money Laundering

**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, North Korea, Australia, Yemen, Iraq, Puerto Rico, American Samoa, Guam, Northern Mariana Islands and US Virgin Islands.

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

**"Hedging Disruption Event"** means any event determined by the Company where the Company and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk of issuing and performing its obligations with respect to the relevant assets, or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of any such transaction(s) or asset(s).

**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 Trading 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) Sudden decrease or increase in value of the commodities, currencies or any products traded in the Trading Platforms
- (f) Any major natural or man made disaster which affects trade in the Trading Platforms
- (g) Any cyberattack or network failure which affects any of the Spectre Platforms
- (h) Any other serious incident which affects trade on the Spectre Platforms and is determined to be determined as a Market Disrupting Event by the Company.

**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.

**On-site Wallet** means the SPECTRE account opened by the User on the Website for accessing the Website and/or its internal links and/or Trading Platforms via making a deposit to an account of the company, whether that is with UPHOLD or with a Payment Service Providers connected with the Company, or an ETH address handled by a smart-contract on the platform. This is also referred to as a Regular account inside the Platforms.

**Off-site Wallet** means the account opened by the User on the Website for accessing the Website and/or its internal links and/or Trading Platforms with the intention of trading directly from their own private wallet and without making any deposit. This is also referred to as a Wallet account inside the Platforms.

**Payment Service Provider** means any and all payment service providers that have partnered up with SPECTRE in order to facilitate the withdrawal and deposit process for the user, should they choose to follow it. These are separate platforms and companies and any interaction of the user with them is according to their Terms & Conditions.

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

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

**UPHOLD** means [www.uphold.com](http://www.uphold.com) , an online exchange platform that has partnered up with SPECTRE in order to facilitate the withdrawal and deposit process for the user, should they choose to follow it. This is a separate platform and company and any interaction of the user with UPHOLD is according to their Terms & Conditions.

**Website** means [www.spectre.ai](http://www.spectre.ai) , accessible on all browsers of computers, mobile devices and on any device with access to the internet. It also includes the mobile version/application of [www.spectre.ai](http://www.spectre.ai).

**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.

**User(s)** means any person or persons who Use any or all of the Spectre Platforms in any manner. Also referred to as 'You' or 'Your' or 'his' or 'her' or 'they' 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).
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 funds available or stored within it without any recourse for refund or compensation 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 use of online trade in assets similar to the options provided in the Trading Platforms
    - iii. they have read and agree with the T&C and Privacy Policy fully and understand the implications of all the provisions of the given documents
    - iv. they understand they may lose all the funds that they have loaded on the online fund storage platform ('On-site Wallet') on the Website or any other fund storage platform linked with Spectre Platforms through their Use of the Trading Platforms
    - v. the value of any funds stored in the form of SXUT or SXDT may vary or be diminished completely due to day to fluctuations of their value or any other event which affects the tokens
    - vi. they may be liable for additional payments to Us or other Users or third parties for their trades or activities on the Spectre Platforms
    - vii. 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
  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 Wallet
  - (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) The information about a User's trading pattern including but not limited to:
    - i. assets traded
    - ii. contract types traded
    - iii. Win rate on assets and contracts traded
    - iv. Login activity
    - v. Average position size
    - vi. Average win size
    - vii. Average loss size
    - viii. Average duration of trades
  - (q) Any communication in any manner between You and Us including through telephone (without warning), Website, Email, in person or any other mode of communication
  - (r) Any other information where We are required by law to collect such information
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 use with 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) No funds used in transactions and/or trading on Trading Platforms is related to any illegal activity or are proceeds from any criminal activity in any country across the world
  - (b) none of the Spectre Platforms will be used in any manner for money laundering or in violation of any laws
  - (c) In case they choose to connect their account to UPHOLD, then it is their own personal account that they are connecting and not one of another person. Should it be found that the account UPHOLD account belongs to a person from the Restricted Countries, then the SPECTRE Platform account will be automatically shut down and the relevant authorities will be notified.
  - (d) In case they choose to use a Payment Service Provider, then it is their own personal payment details (bank account, credit/debit card details) that they are using and not ones of another person. Should it be found that the payment details used belong to a person from the Restricted Countries, then the SPECTRE Platform account will be automatically shut down and the relevant authorities will be notified.
17. The Users understand and agree that:

- (a) Funds may only be transferred back to the originating Wallet when it belongs to an Off- site Wallet and to same Wallet when it belongs to an On-site Wallet.
  - (b) Transfer of funds to any other User through the Spectre Platforms directly or indirectly is prohibited
  - (c) 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.

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

22. 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 and/or On-site Wallet or any other action as deemed fit by Us.
23. We at Our sole discretion reserve the right to conduct an 'Appropriateness Test' on any User to determine his 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.
24. We may impose special controls including but not limited to restrictions on Usage of On-site Wallet, restrictions on features provided to the Spectre Account holder, time limits for transactions, cancellation of the Spectre Account, restrictions on withdrawals from On-site Wallet, restrictions on contracts and transactions which can be conducted on Spectre Platforms, higher charges for transactions on Spectre Platforms and additional charges for deposit and withdrawal of funds from any Spectre Platform including On-site Wallet in case of any of the following situations:

- (a) Any report or assessment by Us that the User is acting in contravention of laws, regulations or industry standard practices which govern him or Us
  - (b) The User possesses insider information or knowledge through any manner for any instrument traded in Spectre
  - (c) Restrictions are imposed by any regulatory authorities which govern the User or Us
  - (d) We receive instructions to act in a certain manner or regulate the activities of any User from judicial or law enforcement authorities of any jurisdiction where We operate
  - (e) We asses that We may suffer from any regulatory or financial disadvantage by extending services to the User or by operating in a particular jurisdiction
  - (f) We do not receive any satisfactory response from You on Our request from you for information about You and/or your transactions conducted on the Spectre Platforms
  - (g) We receive information and material from any source or from background checks conducted by Us about your non-compliance with the Terms and Conditions or the Privacy Policy or the laws of any jurisdiction which govern Us or the User.
  - (h) We have a suspicion that one or more users are utilizing multiple IP addresses in an effort to deceive, manipulate, or otherwise circumvent the Spectre Platforms.
  - (i) We have a suspicion that one or more users are using algorithmic trading bots in order to manipulate the Spectre Platforms.
25. Any contract that is entered into by any User on any Spectre Platform is not modifiable or after conclusion. The User 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.
26. Every financial contract purchased on Spectre Platforms is a separate individual agreement between the User and the Company and is not a security. The financial contracts are non- negotiable and cannot be assigned or transferred to any third party. The obligations for any financial contracts are only considered complete when payment of all financial obligations arising from the contract are paid and settled and the actions are verified.
27. **Special provisions for handling User Funds:** In addition to the other provisions of the Terms and Conditions and Privacy Policy, the following special provisions will govern the handling of User Funds in Spectre Platforms:
- (a) In case of use On-site Wallet:
    - i. The On-site Wallet is either an UPHOLD account or an account in a Payment Service Provider that gets settled on a regular basis with a Company’s bank account. When a user transacts on the Spectre Platforms, the amount on this account will be used and settled.
    - ii. The funds (fiat currencies and crypto-currencies) in the On-site Wallet are only used for settlement transactions by the User on Spectre Platforms and the funds held are not invested in any securities, futures, currencies, derivatives or other investments on behalf of the User.
    - iii. The On-site Wallet should only be used for storing the required amount of funds that the User intends to use for transactions on the Spectre Platforms and should not be used as a wallet for storing funds for other purposes.



- iv. Any funds which have been held on the On-site Wallet for a minimum period of 365 (Three hundred and sixty-five) days without using it for any transactions may be paid out to a registered charity selected by Us.
  - v. All deposits that are not done via a Payment Service Provider are stored with UPHOLD. UPHOLD is not a bank, so balances are not deposits and they do not earn interest. Balances are not insured by the Federal Deposit Insurance Corporation, the Financial Services Compensation Scheme, or any other entity or insurance scheme, whether governmental or private. You may find UPHOLD's terms and conditions here: <https://uphold.com/en/legal/membership-agreement> . Should you have any objection to us using UPHOLD then you should refrain from using our product with an UPHOLD account, or use a Payment Service Provider.
  - vi. When a User seeks to transfer funds to the On-site Wallet, it may have to be cleared through the Ethereum Blockchain/ UPHOLD/Payment Service Provider and may be subject to processing times and fees. Your funds will reflect in the On-site wallet after the funds are received. The funds are kept in USD regardless of the initial currency (FIAT or crypto) that was used during deposits. This is to avoid any FX exchange risk.
  - vii. In case, a User chooses to withdraw funds from the On-site wallet, they will have to make a request through the Website by logging on to their Spectre Account. The funds will be transferred only to the address/details which were used to initially load the funds to the On-site Wallet. The User may be subject to account verification procedures before processing a withdrawal and transactions may be subject to delays till completion of the procedures. The User will also have to bear the cost for the withdrawal transaction.
  - viii. In the event of a Force Majeure Event, a Market Disruption Event or in the event that a Hedging Disruption Event has occurred or about to occur, then We reserve the right to delay or not honor altogether any request for withdrawal of funds till the time We are affected or restricted by the events.
- (b) In case of use Off-site Wallet:
- i. The Off-site Wallet is a User's private wallet which possesses the capability to store, transfer and handle ETH for use in the Spectre Platforms. The suitability of an Off-site Wallet used for transactions on the Spectre Platforms is determined solely by the User.
  - ii. We accept no responsibility in any manner for maintaining the utility of an Off-site Wallet or any events which may affect an Off-site Wallet.
  - iii. Only the amount of funds that a User wishes to use in a particular trade or transaction would be transferred to Us from an Off-site Wallet and the transaction will be considered complete only when the funds are received. The User will have to bear the gas while initiating a transfer for a transaction.
  - iv. In the event of a successful trade, the profits generated will be transferred to the Off- site Wallet from which the funds were received, but the funds may reflect in the Off- site Wallet after delay due to network conditions.
28. In cases of the following situations, in addition to the other provisions of the Terms and Conditions and Privacy Policy, the following special provisions will govern the situation:
- (a) When undertaking a trade or transaction on Spectre Platforms using an On-site Wallet:

- i. You agree and understand that any trade or transaction that you may initiate will be binding and irrevocable and, in most cases, cannot be reversed. We shall be under no obligation to attempt to reverse such trades and will not honor such requests unless required by law.
  - ii. Any trade or transaction will not be considered as valid until the receipt of a confirmation on the screen of the User.
  - iii. Any trade or transaction may not be completed or fail even after the receipt of a confirmation by the User as communications may be intercepted by unauthorized parties or may not reach their intended destination or may do so much later than intended for reasons beyond Our control and You may lose all funds or profits involved in such trade or transactions without an option for recovery.
- (b) When undertaking a trade or transaction on Spectre Platforms using an Off-site Wallet:
  - i. You agree and understand that any trade or transaction that you may initiate will be binding and irrevocable and, in most cases, cannot be reversed after confirmation by the blockchain.
  - ii. Any trade or transaction will not be considered as valid until the receipt of a confirmation on the screen of the User
  - iii. Any trade or transaction may not be completed or fail even after the receipt of a confirmation by the User as communications may be intercepted by unauthorized parties or may not reach their intended destination or may do so much later than intended for reasons beyond Our control and You may lose all funds or profits involved in such trade or transactions without an option for recovery.
  - iv. You may also lose funds during the process of loading of funds from an Off-site wallet for trade on a Spectre Platform and during the process of withdrawal of funds or profits from the Website and We will not be able to compensate or indemnify you for the same.
29. 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 for any losses or presumed loss of profits due to failure or error in any trade or transactions.
30. 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 trade or transaction may change any time prior to execution and the final price or value if the price shown to you and confirmed by you at the time of execution.
31. 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.
32. The Company may also adjust the Spectre Account and/or On-site Wallet of a User if it determines that there was a disruption, miscarriage or aborted trade before the Spectre Account and/or On-site Wallet of a User was suspended, frozen or terminated.
33. We reserve the right to cancel or reverse any transactions or trades entered with funds from an On-site Wallet if We determine or learn that any of the contracts have been acquired or sold at a level which is incorrectly or unfairly represented by the price of the asset at the time of transaction due to any reasons which may include but are not limited to unknown programming errors, bugs or glitches in any of the

Spectre Platforms, incorrect market data feed, contract pricing latency, stray quotes, incorrect pricing parameters or miscalculation of any nature.

34. We reserve the right to cancel or reverse any transactions or trades entered with funds from an On-site Wallet if We have a suspicion that a USER has deliberately tried to deceive, manipulate or otherwise circumvent the Spectre Platforms.
35. In case a Spectre Account and/or On-site Wallet 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 and permission to withdraw any remaining funds from an On-site Wallet, a User must have completed all required KYC and AML formalities including submission of Personal Information and Documents and also must have completed any open trades or contracts in the Spectre Platforms.

**37. Policy on Cancelled, Suspended, Inactive or Dormant Accounts:**

- (a) A Spectre Account which has not been used for any transactions for a consecutive period of 365 (Three hundred and sixty-five) 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. 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 Account holders should contact [support@spectre.ai](mailto:support@spectre.ai) immediately.
- (c) In case a Spectre Account is terminated or cancelled or suspended, the User may in exceptional circumstances be able to recover the funds available in the On-site Wallet by contacting Us immediately at [support@spectre.ai](mailto:support@spectre.ai)

**Details of the Contracts**

38. The Contracts available on the Trading Platforms will be covered by the following provisions:
  - (a) The Contract payouts shall be determined by the Company at its sole discretion. The payouts may vary per asset and at every moment of the day.
  - (b) The trade opportunities may be limited as different markets may close at different times during the day due to local trading hours and time zones. The Users also understand that certain markets (such as stocks and stock indices) are not open throughout the day and that trading may not be available when the markets are closed.
  - (c) The trade opportunities may be limited depending on market conditions and/or market liquidity. The Users also understand that certain contracts based on the time of day, currency pair or expiry will not be open throughout the day.
  - (d) The company will be using various price feeds for determining the price of each asset and may be different than the prices available in the primary markets where the assets are traded. In the event of any dispute regarding market or settlement values, the decision of the Company shall be final and binding.
  - (e) The company will make charting data available to the Users based on the price feeds obtained. The User understands that these prices are indicative only and may at times differ from the real market

values. The Company's decision as to the calculation of a financial contract price will be final and binding.

- (f) If there is any disruption in the price feeds that cannot be immediately rectified by the Company, then the Company reserves the right to refund the contract purchase if it was initiated through an On-site Wallet.

### **Trading Rules and Limits**

39. We may determine 'Trading Rules and Limits' for trades and contracts on the Trading Platforms which are a part of the Terms and Conditions and should be read together with them. These Trading Rules and Limits may be changed from time to time depending on the changing market, regulatory and other conditions.
40. The important Trading Rules as of now stand as:
  - (a) Contracts will not usually be offered with a profit percentage smaller than 5 (Five)% (i.e. payouts of under USD 1.05 for each USD 1 staked)
  - (b) Contracts offered by Us (Spectre Trading Limited.) will have a minimum purchase price of USD 1.00, an amount that can be changed at the Company's sole discretion.
  - (c) Contracts are not usually offered in the last hour of trade of any given market (for foreign exchange markets, the restriction may be extended up to 3 (Three) hours).
  - (d) Contracts will not usually be offered during the first 10 minutes of market trade.
  - (e) The prices of some contracts may be offered at different prices depending on market conditions during the day
  - (f) Contracts on FX pairs will not be purchased or should not expire during the weekends
  - (g) Market prices are updated at most twice per second.
  - (h) On certain occasions, a User who is trading will be able to sell a contract prior to its expiry, but this is not guaranteed by the Company to always be the case.
41. The Company at its sole discretion may apply volume trading limits on Spectre Accounts ('Trading Limits') subject to AML/KYC provisions and modifications or at the Company's sole discretion. Currently there are no such limits in place.
42. The Company at its sole discretion may set lower Trading Limits or prohibit transactions altogether for some Spectre Accounts and require completion of KYC and AML procedures before allowing trade on those Spectre Accounts.
43. Users whose On-site account balance exceeds the maximum account size mentioned in Clause 40 above, when applicable, will be required to transfer the excess amounts to another Off-site Wallet to comply with the provisions and continue trading with their Spectre Account.

### **General Terms of Usage**

44. All transactions and contracts 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.
45. 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.
46. 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.

47. Any User may access their trading account by using the same I.P address they submitted their KYC information from and initially logged into their account from. Multiple I.Ps may need to be registered with Spectre.ai if any User travels and trades. However, the usage of VPN based server addresses and I.Ps is strictly not allowed and if this activity is detected, it will result in the User account being banned permanently.
48. 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).
49. Any User must open a single Spectre Account only for himself and opening or operating or Use of any Spectre Account(s) for any other User or acting on their behalf is strictly prohibited.
50. **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 On-site Wallet or in any external wallets or funds linked to the Spectre Account.**
51. 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 his Spectre Account and would be liable to pay for and settle any transactions all transactions including Ethereum Blockchain transactions conducted from his 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.
52. 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 license 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 license 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 and/or licenses 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) Trading on any of the Spectre Platforms is risky may result in losses of all deposits in the On-site Wallet or funds transferred on to the Spectre Platforms for trading.
- (m) We under no circumstances make any claims or guarantees of any profit by trading in any of the Spectre Platforms. Do not use any funds which are essential and use only funds which you may lose without any effect on your life.
- (n) You should not be involved in any trade or financial contract on any Spectre Platform which you do not understand completely. In case you require any information on any of the trades or financial contracts please contact Us through Our Website immediately.
- (o) 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.
- (p) 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.

- (q) 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 On-site Wallet and Off-site Wallet(s) 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 losses in their On-site Wallets by maintaining an absolute minimum amount of funds on their On-site Wallets.
  - (r) 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
53. 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
54. 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 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.
55. 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 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**

56. 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.
57. 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.
58. 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.
59. 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.
60. 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.
61. Please forward all other notices to [support@spectre.ai](mailto:support@spectre.ai). - ATTN ; TEAM SPECTRE
62. **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.

63. **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.
64. 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
65. UPHOLD and PAYMENT PROVIDERS RISK DISCLAIMER: We have entered into an agreement with Uphold HQ Inc., as principal and as agent for certain of our customers, including you, in terms of which Uphold HQ Inc., will provide account services for Spectre. This means that the assets comprising your funds will be held on your behalf by Uphold HQ Inc. We will not hold any money belonging to you and/or the product provider nor will we safe-keep any of your and/or the product provider's investments. We have satisfied ourselves that the arrangements ensure adequate protection for your assets. Your money will be held by Uphold HQ Inc. This requires Uphold HQ Inc. to hold your money in a client bank account or accounts, established with statutory trust status. Your money will therefore be segregated from Uphold

HQ Inc. ' own money. Consequently, Uphold HQ Inc. fails, and there is a shortfall, you will share in that shortfall.

### **Queries and Clarifications**

66. 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.
67. 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**

68. All Communication shall be made with Us and will be made by Us in English only.
69. 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.
70. The Terms and Conditions will not be interpreted against one party merely as it was drafted by the party.
71. **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, or components or finished goods, acts of God, or national disasters.
72. 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; andthe 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.
73. 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.

74. 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.