



AETHERX

# LEGAL & PRIVACY

Blending advanced technology with practical applications

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# AetherX User Agreement

Last Updated: November 4, 2024

## 1. Overview

This AetherX User Agreement (“Agreement”) is a legal contract between you (“User”) and AetherX (“Company,” “we,” “us”) governing your access and use of an AetherX account and related services. By using an AetherX account, you agree to the terms of this Agreement, as well as our Privacy Policy, Cookie Policy, and any additional agreements, collectively referred to as “Policies.” Your continued use of the AetherX platform signifies your acceptance of these terms.

## 2. Eligibility, Registration, and Identity Verification

### 2.1 Eligibility Requirements

#### Age and Legal Capacity

To use the AetherX Platform, you must be at least 18 years of age or older, or the age of majority in your jurisdiction, and have the legal capacity to enter into binding contracts. By creating an AetherX account, you affirm that you meet this age requirement and have the legal authority to agree to these terms.

#### Location Restrictions

AetherX accounts are available only to individuals or institutions located in supported jurisdictions (“Permitted Territories”). If you reside in or are a citizen of a Restricted Territory—where local laws or AetherX policies prohibit access to the platform—you are not permitted to open or use an AetherX account. Restricted Territories include, but may not be limited to, locations subject to international sanctions, embargoes, or other applicable restrictions. Users are responsible for confirming their eligibility based on their location.

#### Restricted Person Criteria

You may not use the AetherX Platform if you are classified as a “Restricted Person,” which includes but is not limited to:

- Individuals or entities appearing on any U.S. government, international, or regional sanctions lists, such as the Specially Designated Nationals (SDN) list maintained by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC).
- Persons or entities identified as high-risk, fraudulent, or otherwise prohibited based on AetherX’s compliance policies, or those subject to asset freezes, sanctions, or other restrictions imposed by relevant authorities.

#### Account Status History

Users who have previously been banned, terminated, or otherwise restricted from

accessing any AetherX services are not permitted to create new accounts. Attempts to circumvent prior restrictions or bans may result in further restrictions, including legal actions if warranted.

## **2.2 Registration Process**

### **Required Information**

During the registration process, you are required to provide accurate, complete, and current information, including but not limited to your full legal name, address, email, phone number, and any other information deemed necessary for identity verification. Information submitted must be kept up-to-date, and you agree to promptly notify AetherX of any changes to this information.

### **Account Approval**

The creation of an AetherX account is subject to our review and approval process. AetherX reserves the right, at its sole discretion, to approve or deny any registration, based on eligibility criteria, compliance policies, and risk assessments.

## **2.3 Identity Verification and Compliance**

### **Identity Verification**

As part of our commitment to Anti-Money Laundering (AML) and Counter-Terrorist Financing (CTF) regulations, AetherX may require additional documentation to verify your identity. This process may involve verifying details provided during registration and requesting additional documents, such as government-issued identification, proof of residence, and financial records, in accordance with applicable laws.

### **Ongoing Compliance and Enhanced Due Diligence**

AetherX reserves the right to perform Enhanced Due Diligence (EDD) on any account at any time, especially if transactions appear suspicious or if further information is necessary to comply with legal obligations. You consent to periodic reviews of your account and transaction history as part of AetherX's compliance and security protocols.

### **Authorization for Background Checks**

By registering for an AetherX account, you authorize AetherX to conduct background checks and inquiries, either directly or through third parties, to verify your identity, review your account history, and assess potential risks. This may include sharing information with compliance agencies, credit bureaus, or government authorities, as permitted or required by law.

### **Non-compliance Consequences**

Failure to comply with verification requests, EDD requirements, or any other compliance measures may result in restrictions on your account, including the suspension or termination of your access to the AetherX Platform.

### 3. Use of the AetherX Platform and Services

#### 3.1 Permitted Use

##### **Access Rights**

AetherX grants you a limited, non-exclusive, non-transferable, and revocable right to access and use the AetherX Platform and Services solely for lawful personal or institutional purposes, as explicitly permitted under this Agreement. You agree to use the Platform strictly in compliance with these terms, applicable laws, and AetherX policies.

##### **Intended Purpose**

Use of the AetherX Platform is intended exclusively for activities related to digital asset management, trading, and other services directly provided by AetherX. Users agree not to repurpose or redistribute access rights granted by AetherX in any manner not authorized by this Agreement.

#### 3.2 Prohibited Activities

##### **Unauthorized Use**

Unauthorized or improper use of the AetherX Platform is strictly prohibited and may result in the immediate suspension or termination of your account. Unauthorized use includes, but is not limited to:

- **Automated Access or Bots:** Using automated systems, bots, or scripts to interact with the Platform without prior authorization.
- **Data Harvesting:** Extracting data or using scraping, spiders, or other automated tools to access the Platform or gather information without explicit permission.
- **Circumventing Security Measures:** Attempting to bypass, disable, or interfere with any security-related features of the AetherX Platform, including but not limited to firewalls, encryption, or anti-fraud systems.
- **Reverse Engineering or Modifying Code:** Tampering with or modifying the software, code, or any element of the Platform to attempt reverse engineering, unauthorized modifications, or other forms of manipulation.
- **Misrepresentation of Identity or Affiliation:** Falsely representing your identity, acting on behalf of another individual or entity without authorization, or misrepresenting your affiliation with any person or organization.

##### **Compliance with Laws and Regulations**

Users must comply with all applicable laws, regulations, and standards when using the AetherX Platform. Any activities that may constitute illegal acts, such as fraud, money laundering, or the financing of terrorism, are strictly prohibited and will lead to account suspension, termination, and potential legal action.

### **3.3 Consequences of Unauthorized Use**

#### **Account Suspension or Termination**

AetherX reserves the right to suspend or permanently terminate any account engaging in unauthorized or prohibited use of the Platform. In the event of such actions, AetherX is not obligated to provide advance notice or reimbursement for any lost access or functionality.

#### **Legal Recourse and Reporting**

In cases where unauthorized use or prohibited activities are deemed unlawful, AetherX may report such actions to appropriate regulatory, compliance, or law enforcement authorities. This may include providing records, transaction history, and other relevant details necessary to support investigations or legal proceedings.

### **3.4 User Responsibilities**

#### **Account Security**

Users are solely responsible for maintaining the security of their AetherX accounts, including safeguarding credentials and any other login information. AetherX will not be liable for losses resulting from compromised accounts due to user negligence or unauthorized access caused by a lack of security measures.

#### **Prohibited Access from Restricted Territories**

Users must ensure they are not accessing the AetherX Platform from any Restricted Territory. Attempting to circumvent geographic or compliance restrictions through VPNs, proxies, or other methods to conceal the actual location is strictly prohibited and may result in account suspension.

### **3.5 Updates and Modifications to Platform Services**

#### **Right to Modify**

AetherX reserves the right to change, modify, or discontinue any part of the AetherX Platform, including features, services, or access requirements, at any time, without prior notice. Continued use of the Platform following any changes indicates your acceptance of such modifications.

## **4. Supported Digital Currencies and AetherX Token**

### **4.1 Supported Digital Currencies**

#### **Supported Assets**

The AetherX Platform provides services for specific digital currencies, the AetherX Token (AETX), and additional digital assets ("Supported Digital Currencies") as periodically listed on the platform. These Supported Digital Currencies have been reviewed and approved by AetherX for compatibility and secure handling on the Platform.

## **Asset Listings**

AetherX maintains a list of Supported Digital Currencies available to Users on the platform. This list is subject to change and may be updated as AetherX adds or removes support for particular assets. AetherX reserves the right to remove support for any digital currency at its sole discretion, based on technical, regulatory, or security considerations. Users are responsible for checking the current list of Supported Digital Currencies prior to initiating any transactions.

## **Warnings on Unsupported Assets**

Attempting to transact, deposit, or hold unsupported digital assets within the AetherX Platform may result in the permanent loss of those assets. Unsupported assets are not recoverable, and AetherX is under no obligation to assist with any attempts to recover, reverse, or credit funds associated with unsupported digital currency transactions. Users are strongly advised to confirm compatibility before initiating any transaction involving digital assets on the Platform.

## **4.2 AetherX Token (AETX) Specific Terms**

### **AETX Governance and Compliance**

The AetherX Token (AETX) is governed by this Agreement and subject to additional terms unique to AETX. By holding or transacting in AETX, Users agree to comply with any specific policies, updates, or additional provisions governing its use, as set forth in this Agreement or communicated by AetherX.

### **AETX Transfer and Transaction Policies**

AETX transactions may be subject to transfer restrictions, including limits on maximum transfer amounts, daily transaction caps, or limitations based on User status and compliance requirements. AetherX reserves the right to modify these transfer policies in response to regulatory requirements, liquidity considerations, or to maintain the security and stability of AETX.

### **Liquidity Provisions and Scalability**

AetherX aims to ensure adequate liquidity and scalability for the AETX token, including maintaining partnerships, reserves, and technological infrastructure to support growth and stability. However, AetherX does not guarantee any minimum liquidity levels, market value, or availability for the AETX token on third-party exchanges. Users should acknowledge the potential for fluctuations in AETX liquidity, market demand, and token value.

### **Token-Specific Use Cases and Utility**

AETX may have specific use cases or utilities unique to the AetherX Platform, which may include, but are not limited to, fee reductions, access to premium features, or other platform-specific benefits. AetherX reserves the right to introduce, alter, or discontinue these utility features for AETX holders based on platform development, regulatory changes, or other strategic considerations.

### **Potential Risks Associated with AETX**

AetherX discloses that, like all digital currencies, AETX is subject to risks, including volatility, market demand variations, regulatory uncertainties, and technical vulnerabilities. Users assume full responsibility for any risks associated with holding or transacting in AETX, including potential losses. AetherX is not liable for any decreases in the token's value, liquidity, or availability on the platform or external exchanges.

## **4.3 Forks and Protocol Updates for Supported Digital Currencies**

### **Forks and Protocol Changes**

Digital currencies, AETX, and other Supported Digital Currencies, are governed by blockchain protocols that may undergo changes, updates, or forks. AetherX has no control over such forks or protocol changes and is not obligated to support any new tokens or assets resulting from these events. In the case of a fork or protocol change affecting Supported Digital Currencies, AetherX will evaluate support on a case-by-case basis and may suspend or discontinue affected transactions until a decision is made.

### **Notice of Fork Events**

AetherX will make reasonable efforts to notify Users of any upcoming protocol changes or forks for Supported Digital Currencies. Users are responsible for staying informed of potential forks and their impact on assets held within the AetherX Platform.

## **5. Digital Asset Wallets**

### **5.1 Custodial Wallet Services**

#### **Provision of Custodial Wallets**

AetherX offers custodial wallet services for supported digital assets, allowing Users to securely store, manage, and transact in assets on the AetherX Platform. The custodial wallets are designed to facilitate transactions efficiently, while adhering to high security and compliance standards. These wallets are accessible only for assets that are explicitly supported on the Platform.

#### **Asset Ownership and Private Key Control**

Although Users retain ownership of assets stored in their custodial wallets, AetherX maintains exclusive control over the private keys associated with these wallets. This arrangement allows AetherX to manage transactions on behalf of Users while implementing security measures to protect stored assets. Users acknowledge that they do not have direct access to the private keys and must rely on AetherX to process withdrawals, transfers, or other transactions.

#### **Wallet Security**

AetherX employs industry-standard security protocols to protect assets within



custodial wallets, including multi-signature authorization, cold storage solutions, and regular security audits. Users are responsible for monitoring and securing access to their accounts and are advised to enable all available security features, such as two-factor authentication, to enhance the protection of their assets.

## **5.2 Withdrawals and Transactions**

### **Withdrawal Process**

Users may initiate withdrawals from their AetherX wallets to external wallets at any time, subject to AetherX's operational availability. Withdrawal requests are processed in accordance with platform security policies and may require additional verification for security and compliance purposes. Users must ensure that they provide accurate wallet addresses for withdrawals; errors in wallet addresses may result in the permanent loss of assets.

### **Operational Hours and Maintenance**

Withdrawals and other wallet transactions may be subject to AetherX's operational hours. Periods of maintenance, upgrades, or other platform improvements may impact withdrawal availability. AetherX will endeavor to provide Users with advance notice of any planned maintenance, though emergency maintenance may occur without prior notice. Users should plan accordingly and initiate withdrawals in advance when possible.

### **Blockchain Network Conditions**

Withdrawal times are also subject to blockchain network conditions, including network congestion, transaction fees, and processing speeds, which are beyond AetherX's control. Users should be aware that transaction completion times may vary depending on the state of the network for the respective digital currency. AetherX is not liable for delays or additional costs associated with network congestion or high transaction fees.

## **5.3 Transaction Limits and Verification Requirements**

### **Daily and Per-Transaction Limits**

AetherX reserves the right to impose daily, per-transaction, or aggregate transaction limits on withdrawals, transfers, and deposits. These limits are implemented to ensure security and regulatory compliance and may vary depending on the User's account type, verification status, and other factors.

### **Additional Verification for Large Transactions**

For certain large transactions, enhanced verification or documentation may be required to complete the process. This may include, but is not limited to, identity verification, proof of ownership, or other details requested by AetherX to comply with regulatory obligations. Users agree to provide any necessary information and understand that delays may occur during this verification process.

## **5.4 Inactivity and Asset Custody**

### **Inactivity Periods**

If an AetherX wallet remains inactive for an extended period, AetherX reserves the right to apply dormancy measures to ensure compliance with applicable laws and regulations. Dormancy procedures may include attempts to contact the User, temporary account suspension, or asset transfer to secure storage, in accordance with regulatory requirements.

### **Custody and Legal Compliance**

AetherX maintains licenses and adheres to applicable regulatory standards governing digital asset custody. By holding assets in an AetherX custodial wallet, Users acknowledge that assets are subject to AetherX's custody policies and applicable jurisdictional requirements. In the event of any legal proceedings, orders, or regulatory actions, AetherX may be obligated to restrict or release assets in compliance with law.

## **5.5 Wallet Limitations and User Acknowledgements**

### **Limitations on Unsupported Assets**

AetherX custodial wallets support only specific digital assets. Users must confirm asset compatibility prior to initiating transactions. Unsupported assets transferred to AetherX wallets may be irretrievable, and AetherX is under no obligation to assist with the recovery or compensation for such assets.

### **Acknowledgement of Risks**

Users acknowledge the inherent risks associated with digital asset custody, including but not limited to market volatility, regulatory changes, network risks, and technological vulnerabilities. By using AetherX's wallet services, Users accept these risks and agree that AetherX is not liable for any losses, delays, or interruptions outside of its control.

## **6. Transactions and Digital Asset Transfers**

### **6.1 Inbound Transfers**

#### **User Responsibility for Transaction Accuracy**

Users initiating inbound transfers to AetherX wallets are solely responsible for ensuring the accuracy of transaction details, including asset compatibility, wallet addresses, and transaction fees. AetherX is not liable for any issues that may arise from transactions initiated with incorrect or incomplete details.

#### **Network Fees and Miner Fees**

Inbound transfers to AetherX wallets may require network or miner fees to be processed successfully. Failure to include sufficient fees may result in delayed or incomplete transactions, and AetherX bears no responsibility for any delays, losses, or failed transactions resulting from insufficient fees.

## **Unsupported and Incompatible Assets**

Attempting to deposit unsupported or incompatible digital assets may result in the loss of such assets. Users are responsible for verifying that the assets they transfer to AetherX wallets are among the Supported Digital Currencies listed on the platform. AetherX does not offer assistance in recovering unsupported or incompatible assets sent to the platform.

## **6.2 Outbound Transfers**

### **User Verification of Transaction Details**

Prior to initiating any outbound transfer, Users must verify all transaction details, including but not limited to the recipient's blockchain address, asset type, and transaction amount. AetherX is not liable for any losses incurred as a result of incorrect transaction details, including sending assets to incorrect or incompatible blockchain addresses.

### **Irreversibility of Outbound Transfers**

Outbound transactions processed on the blockchain are irreversible and cannot be canceled or modified once broadcasted. Users are advised to double-check all transaction details carefully, as AetherX cannot intervene or reverse transactions after they have been submitted to the blockchain.

### **Network Conditions and Delays**

The completion of outbound transactions may be subject to blockchain network conditions, including congestion, network fees, or slow transaction confirmations. AetherX is not responsible for delays, increased fees, or other disruptions caused by blockchain network conditions. Users acknowledge that transaction times may vary based on network performance.

## **6.3 Finality of Transactions**

### **Finality upon Broadcasting**

All transactions are considered final once broadcasted to the blockchain. This includes both inbound and outbound transfers initiated by Users. Once transactions are submitted to the blockchain, they are permanently recorded and cannot be reversed, modified, or canceled.

### **Transaction Confirmation Times**

Users should be aware that confirmation times for blockchain transactions can vary depending on network conditions and transaction fees. Delays may occur, especially during periods of high network activity, and AetherX cannot guarantee specific confirmation times for any transaction. Users should plan accordingly and take potential delays into account.

## **6.4 Transaction Fees and Costs**

### **Transaction Fees for Outbound Transfers**

Outbound transactions may incur fees, which are typically paid to the blockchain network (i.e., miner or gas fees) and may vary depending on the specific asset and network conditions. Users are responsible for covering these fees, and AetherX is not liable for any additional costs related to outbound transfers.

### **Platform Service Fees**

In addition to network fees, AetherX may charge a service fee for processing outbound transactions. These fees, if applicable, will be disclosed to the User prior to transaction initiation. Users agree to these fees and understand that they will be deducted from their account balance or included in the transaction total.

## **6.5 Security and Compliance**

### **Compliance Checks for Transactions**

To comply with legal and regulatory standards, AetherX may conduct compliance checks on transactions that exceed certain thresholds or raise potential security concerns. Such checks may delay transaction processing until verification is completed. Users may be required to provide additional information to verify transaction purposes and adhere to applicable regulations.

### **User Responsibility for Security**

Users are responsible for safeguarding their account credentials and transaction details. Unauthorized or fraudulent transactions resulting from compromised accounts or credentials are the sole responsibility of the User. AetherX encourages Users to enable all available security features to protect their accounts and assets.

## **6.6 Transaction Limits**

### **Daily and Aggregate Transaction Limits**

AetherX may impose daily, per-transaction, or aggregate transaction limits for both inbound and outbound transfers. These limits are designed to enhance platform security and ensure compliance with applicable regulations. Users should review their account settings and notifications to understand any applicable limits.

## **7. Custody and Ownership of Digital Assets**

### **7.1 User Ownership of Assets**

#### **Ownership Rights**

AetherX acknowledges that Users retain full ownership of the digital assets stored within their AetherX custodial wallets. AetherX does not claim ownership of these assets, and they remain the property of the respective User. The custodial services provided by AetherX are solely for the purpose of secure storage, transaction facilitation, and regulatory compliance.

### **Custody of Private Keys**

While Users retain ownership of their assets, AetherX maintains exclusive custody over the private keys associated with User wallets to facilitate secure and authorized transactions. By using the Platform, Users authorize AetherX to control private keys to execute transactions on their behalf in accordance with this Agreement. Users acknowledge that they do not have direct access to these private keys and rely on AetherX for all transactions requiring blockchain signing.

## **7.2 Risk of Asset Value Fluctuations**

### **Market Volatility**

Users bear full responsibility for the risks associated with the value fluctuations of their digital assets. Digital assets, including those held in custodial wallets on the AetherX Platform, are subject to market volatility, and the value of assets may increase or decrease significantly. AetherX is not liable for any losses resulting from changes in the market value of digital assets held on the Platform.

### **External Network Delays and Transaction Times**

Digital asset transactions may be affected by network conditions beyond AetherX's control, including congestion, transaction confirmation delays, and high network fees. These external factors may impact transaction times, and AetherX is not responsible for delays caused by blockchain network conditions.

## **7.3 Bankruptcy and Insolvency Clause**

### **Impact on Custodial Assets**

In the event of an AetherX bankruptcy, insolvency, or financial restructuring, AetherX will make reasonable efforts to facilitate the return of User-owned digital assets held in custodial wallets. However, due to the legal complexities associated with bankruptcy proceedings, AetherX cannot guarantee the recovery or return of all assets held in custody. Users should be aware of the potential risks associated with custodial storage in the context of insolvency or bankruptcy.

### **Potential Legal Limitations on Asset Recovery**

Bankruptcy or insolvency proceedings may impose restrictions, legal claims, or limitations on the availability of assets held in custody. Assets held in custodial wallets may be considered part of AetherX's estate in certain jurisdictions or under specific legal interpretations, impacting Users' ability to recover their assets. AetherX will adhere to legal obligations in the event of insolvency, including cooperating with appointed legal representatives and complying with court orders.

### **Disclosure of Custodial Risks**

Users acknowledge and accept that assets stored in AetherX custodial wallets are subject to the risk of potential loss, delays, or legal claims in the event of AetherX's bankruptcy or insolvency. AetherX encourages Users to evaluate these risks and consider their tolerance for custodial arrangements when using the Platform.

## 7.4 User Responsibilities and Acknowledgements

### Responsibility for Account Security

Users are responsible for maintaining the security of their account access credentials, including passwords, two-factor authentication, and other security measures. AetherX is not liable for unauthorized access to assets resulting from compromised account security.

### Acknowledgement of Custody Terms and Conditions

By using AetherX's custodial services, Users acknowledge that they understand and agree to these custody terms, including AetherX's role as the custodian of private keys and the associated risks of storing digital assets in a custodial arrangement.

## 7.5 Custody Fees and Charges

### Custodial Service Fees

AetherX may charge fees for custodial services, including secure storage, transaction processing, and compliance measures. Users will be notified of any applicable fees in advance, and AetherX reserves the right to adjust custodial fees based on operational costs, regulatory requirements, or changes to the Platform's services.

### Deduction of Fees from User Assets

Any applicable fees related to custody services will be deducted from the User's asset balance or charged as separate transaction fees, as agreed upon by the User. AetherX will provide detailed transaction records reflecting all fees applied to User accounts.

## 8. Transaction Fees, Limits, and Funding

### 8.1 Transaction Fees

#### Applicable Fees and User Agreement

Users agree to pay all applicable fees associated with transactions on the AetherX Platform. These fees are displayed to the User at the time of the transaction, and by proceeding with the transaction, Users acknowledge their agreement to pay the specified fees. Fees may include, but are not limited to, network (miner) fees, platform service fees, withdrawal fees, and currency conversion fees where applicable.

#### Fee Structure and Types

AetherX charges fees based on transaction type and amount, which may vary depending on network conditions, asset type, and other factors. Users are responsible for reviewing the applicable fees for each transaction, which may include:

- **Network Fees:** Paid to the blockchain network for processing and confirming transactions (e.g., miner fees).
- **Withdrawal Fees:** Applicable for outbound transfers from AetherX wallets to external wallets.
- **Conversion Fees:** Applied to any currency conversions conducted within the Platform.
- **Custody and Service Fees:** Charges for secure storage, transaction handling, and compliance procedures as specified in AetherX's fee schedule.

### **Record of Fees in Transaction History**

AetherX provides detailed transaction records reflecting all fees applied to User accounts. Users can access their transaction history at any time to view a breakdown of fees, transaction amounts, timestamps, and transaction IDs. This record is intended to ensure transparency and allow Users to track fees associated with their account activity comprehensively.

## **8.2 Transaction Limits**

### **Jurisdictional and Compliance-Based Limits**

AetherX reserves the right to impose transaction limits based on jurisdictional regulations, compliance standards, or account verification status. These limits may apply to deposits, withdrawals, transfers, and other transactions, and can vary depending on the User's geographic location, asset type, and regulatory environment.

### **Daily, Monthly, and Per-Transaction Limits**

Limits may include daily, monthly, and per-transaction maximums or minimums. AetherX will inform Users of any limits applicable to their accounts, and Users are responsible for conducting transactions within these limits. Users can review current limits within their account settings or by contacting AetherX support.

### **Adjustments to Limits**

AetherX may adjust transaction limits at its discretion in response to regulatory changes, security concerns, or User account verification updates. Users may be required to provide additional documentation or complete Enhanced Due Diligence (EDD) to increase their transaction limits.

## **8.3 Funding and Payment Methods**

### **Funding Sources**

Users may fund their AetherX accounts using supported digital assets or fiat currencies, depending on the services available in their jurisdiction. Funding options may include:

- **Direct Digital Asset Transfers:** Transferring digital assets from external wallets to AetherX custodial wallets.
- **Bank Transfers and Wire Payments:** Where available, Users may use bank or wire transfers to fund their accounts with fiat currencies.

### **Verification of Funding Sources**

For compliance and anti-money laundering (AML) purposes, AetherX may require verification of funding sources. Users may be asked to provide proof of bank account ownership, identity documentation, or other information to ensure compliance with applicable laws and regulations.

### **Failure of Funding Transactions**

If a funding transaction fails, due to network issues, incorrect details, or other reasons, AetherX will notify the User as soon as possible. Users are responsible for resolving any issues related to failed funding transactions, including verifying account details and ensuring adequate funds or fees are available for successful completion.

## **8.4 Detailed Transaction Records**

### **Access to Transaction History**

AetherX provides Users with comprehensive access to their transaction history, displaying detailed records of all transactions, including associated fees, timestamps, transaction IDs, and descriptions of each transaction. Users can view, download, or export their transaction history for record-keeping and tax purposes.

### **Breakdown of Fees in Transaction Records**

Each transaction record includes a breakdown of fees applied, including network fees, service fees, conversion fees, and any other applicable charges. This transparency allows Users to monitor all costs associated with their account activities and maintain accurate financial records.

### **Retention of Transaction Data**

AetherX retains transaction records for a minimum period required by applicable regulations. Users are encouraged to retain personal copies of transaction records for their records, as AetherX is not responsible for providing historical data beyond the regulatory retention period.

## **8.5 Modifications to Fees and Limits**

### **Notice of Changes**

AetherX reserves the right to modify transaction fees, funding requirements, or transaction limits at any time, in response to operational costs, regulatory changes, or other relevant factors. Users will be notified of any material changes to fees or



limits in advance, and such changes will be reflected on the Platform's fee schedule or communicated directly to affected Users.

### **User Agreement to Revised Terms**

By continuing to use the AetherX Platform following any changes to fees or limits, Users agree to the revised terms. Users who do not agree with revised fees or limits may cease using the affected services or close their accounts per the Account Closure procedures outlined in this Agreement.

## **9. Prohibited Activities and Restricted Transactions**

### **9.1 Prohibited Activities**

Users of the AetherX platform are strictly prohibited from engaging in illegal, unauthorized, or unethical activities. Engaging in such activities may result in immediate account suspension, termination, and legal action, as well as the potential involvement of regulatory authorities. Prohibited activities include, but are not limited to:

#### **Fraudulent Transactions**

Any actions or transactions designed to deceive, mislead, or defraud other Users, AetherX, or third parties are prohibited. This includes but is not limited to misrepresentation, false claims, or submission of fraudulent documentation.

#### **Money Laundering**

Users may not use the AetherX platform to engage in or facilitate money laundering, financing of terrorism, or any activities aimed at concealing the origins of illegally obtained funds. AetherX has implemented anti-money laundering (AML) measures to monitor transactions and prevent illegal activities.

#### **Use of Prohibited Markets and Activities**

The platform may not be used to facilitate transactions involving markets or activities considered illegal in the User's or AetherX's jurisdictions, including but not limited to illegal gambling, sales of controlled substances, counterfeit goods, or unauthorized weapons transactions.

#### **Transactions Involving Sanctioned Entities or Jurisdictions**

Users are prohibited from engaging in transactions involving entities, individuals, or jurisdictions subject to international sanctions or restrictions, such as those enforced by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), the United Nations, or other relevant authorities. AetherX reserves the right to block transactions involving Restricted Territories or Restricted Persons.

#### **Market Manipulation and Deceptive Practices**

Activities aimed at manipulating the digital asset market, including wash trading,

front-running, pump-and-dump schemes, or coordinated manipulation to influence asset prices, are strictly prohibited.

### **Unauthorized Access and System Interference**

Attempting to gain unauthorized access to AetherX's systems, data, or other Users' accounts is prohibited. Users may not interfere with the functioning of the Platform or engage in actions that could impair system security, functionality, or data integrity.

## **9.2 Restricted Transactions**

The following transactions are restricted on the AetherX platform and are not permitted under any circumstances:

### **Transactions with Blocked Addresses**

Users may not transact with known or suspected "Blocked Addresses" associated with illegal activities, sanctioned entities, or flagged as part of anti-money laundering efforts. AetherX reserves the right to suspend or freeze funds sent to or from Blocked Addresses.

### **Transactions Related to Prohibited Items**

Transactions involving prohibited items such as counterfeit goods, illegally obtained data, unlicensed financial services, or stolen digital assets are strictly prohibited.

### **High-Risk or Unauthorized Financial Services**

Using the AetherX platform to facilitate unlicensed money transmission, payday loans, or unauthorized financial services that do not comply with local regulatory requirements is prohibited. This includes but is not limited to Ponzi schemes, pyramid schemes, and other high-risk financial practices.

### **Transactions Exceeding Allowed Limits**

Any transaction that exceeds the established daily, monthly, or per-transaction limits as defined by AetherX is restricted. Users are responsible for adhering to the platform's transaction limits and may not circumvent these limitations through multiple or subdivided transactions.

## **9.3 Consequences of Violations**

Users who engage in prohibited activities or restricted transactions will face serious consequences, including but not limited to:

### **Account Suspension and Termination**

AetherX reserves the right to suspend or terminate any User's account, without prior notice, for engaging in prohibited activities or restricted transactions. Account access and all associated digital assets may be temporarily or permanently restricted pending an investigation.

### **Forfeiture of Digital Assets**

In cases of serious or repeated violations, AetherX reserves the right to forfeit assets associated with prohibited activities, as permitted by applicable law. Forfeited assets may be seized, returned to relevant authorities, or transferred to legitimate recipients, depending on the nature of the violation.

### **Reporting to Authorities**

In compliance with applicable laws and regulations, AetherX may report suspicious transactions, prohibited activities, or restricted transactions to relevant law enforcement, financial regulators, or international authorities. Users may also be subject to legal action or investigation by government agencies in their respective jurisdictions.

## **9.4 Compliance Obligations and Monitoring**

### **Transaction Monitoring and Compliance Checks**

AetherX actively monitors transactions on the platform for indications of prohibited activities and restricted transactions. Users may be subject to compliance checks, identity verification, and additional due diligence if their activities trigger security or regulatory concerns.

### **User Cooperation in Investigations**

Users agree to cooperate fully with AetherX's compliance efforts, investigations, or requests for additional information to prevent, detect, and address prohibited activities. Failure to comply with compliance requests may result in account restrictions or suspension.

### **Acknowledgement of Legal Compliance**

By using the AetherX platform, Users acknowledge their obligation to act in compliance with applicable laws, including but not limited to anti-money laundering (AML), counter-terrorist financing (CTF), and anti-fraud regulations.

## **9.5 Prohibited Activities Reporting**

### **Reporting Mechanism for Violations**

Users are encouraged to report any known or suspected prohibited activities or restricted transactions they encounter on the AetherX platform. Reports can be submitted through AetherX's support or compliance channels, and all reports are handled confidentially to ensure User security and prevent retaliation.

## **10. Blocked Addresses and Forfeited Assets**

### **10.1 Blocked Addresses**

#### **Identification and Blocking of Suspicious Addresses**

AetherX actively monitors for blockchain addresses that have been associated with

illegal or suspicious activities, including but not limited to those flagged for involvement in money laundering, terrorism financing, fraud, or sanctions violations. Transactions involving such addresses (hereinafter “Blocked Addresses”) may be intercepted, blocked, or canceled at AetherX’s discretion.

### **Automatic Blocking Procedures**

If a transaction involves a Blocked Address, AetherX’s automated compliance and security protocols will detect and block the transaction. In cases where there is suspicion of illegal activity, AetherX may also require additional information or verification before processing any transactions related to the account in question.

### **Restricted Access to Blocked Addresses**

Users are prohibited from intentionally transacting with Blocked Addresses or circumventing restrictions associated with these addresses. Violations may result in account suspension, investigation, and termination. AetherX reserves the right to notify Users if their transactions have been flagged as involving a Blocked Address, depending on the severity and nature of the associated activities.

## **10.2 Freezing and Forfeiture of Assets**

### **Authority to Freeze Assets**

AetherX reserves the right to freeze User assets if they are connected to a Blocked Address or if the transaction raises reasonable suspicion of illicit activity. Freezing assets may be required by law, international sanctions, or internal compliance policies to prevent the unauthorized or illegal use of the platform.

### **Duration and Conditions of Asset Freeze**

Frozen assets will be held in secure custody pending further investigation. AetherX may work with regulatory authorities or law enforcement during this period to ensure compliance with all applicable laws. The duration of an asset freeze may vary depending on the nature and scope of the investigation, legal mandates, and relevant jurisdictional laws.

### **Asset Forfeiture in Cases of Criminal Activity**

Assets associated with proven illegal activities or regulatory violations may be subject to forfeiture in accordance with legal requirements. AetherX reserves the right to forfeit such assets and transfer them to the relevant authorities, designated funds, or original sources as legally mandated. In certain cases, AetherX may notify Users of any forfeiture actions taken, although this may be restricted by confidentiality or legal constraints.

## **10.3 User Responsibility and Compliance**

### **Prohibition Against Engaging with Blocked Addresses**

Users agree to avoid engaging with Blocked Addresses and to exercise caution when interacting with unknown or suspicious entities. Users are responsible for

conducting due diligence to ensure their transaction counterparts are reputable and compliant with applicable laws.

### **Compliance with Regulatory and Compliance Policies**

By using AetherX, Users acknowledge their obligation to comply with all platform policies regarding Blocked Addresses and asset forfeiture. AetherX encourages Users to consult AetherX's support or compliance team for guidance on avoiding prohibited transactions and to report any known suspicious activity.

### **Notification of Asset Freezes or Forfeitures**

AetherX may notify Users of any asset freezes or forfeitures where legally permissible. In cases where notification could interfere with an ongoing investigation or compliance review, AetherX reserves the right to delay or withhold communication to Users regarding the status of their assets.

## **10.4 Regulatory Cooperation and Reporting Obligations**

### **Collaboration with Regulatory Authorities**

AetherX is committed to collaborating with regulatory bodies and law enforcement agencies as necessary to prevent illegal activities on its platform. This includes cooperating with investigations and reporting suspicious activities involving Blocked Addresses or forfeited assets as required by law.

### **Reporting Obligations and Confidentiality**

AetherX may be legally obligated to report certain transactions or account activities to regulatory authorities, including those involving Blocked Addresses. User data associated with such reports is handled in strict confidentiality, in alignment with applicable privacy and compliance regulations.

## **10.5 User Acknowledgment of Blocked Address and Forfeiture Policies**

### **Acceptance of Potential Risks**

By using the AetherX platform, Users acknowledge the inherent risks of dealing with blockchain transactions, including the potential freezing or forfeiture of assets associated with Blocked Addresses. Users agree to adhere to all policies regarding asset forfeiture and accept any potential consequences arising from non-compliance with these rules.

### **Waiver of Liability for Compliance Actions**

Users waive any liability claims against AetherX for actions taken to enforce compliance with Blocked Address policies, including asset freezes, forfeitures, or reporting to authorities. AetherX's actions in these matters are taken solely to comply with legal obligations and regulatory standards.

## **11. Taxes**

## **11.1 User Responsibility for Tax Compliance**

### **Determining Tax Obligations**

Users are solely responsible for determining and complying with any tax obligations arising from their activities on the AetherX platform, including but not limited to trading, transfers, withdrawals, and gains or losses on digital assets. This includes all applicable income, capital gains, sales, use, or other taxes as required by their respective jurisdictions.

### **Independent Tax Advice**

AetherX encourages Users to seek independent tax advice from qualified professionals regarding the tax treatment of digital assets and related transactions. Due to the complexity and evolving nature of tax laws concerning digital assets, Users are advised to consult with experts to ensure full compliance with tax obligations in their jurisdiction.

## **11.2 Transaction History for Tax Reporting**

### **Access to Transaction History**

AetherX provides Users with access to a complete transaction history through their account, detailing all activities, including timestamps, transaction amounts, fees, and asset types. This information can assist Users in calculating taxable events, gains, losses, or income from transactions on the platform.

### **Exporting Transaction Data**

For added convenience, Users may download or export transaction history in various formats (such as CSV or PDF) directly from their AetherX accounts. This feature is designed to support Users in compiling data for tax reporting but does not substitute for professional tax advice or comprehensive tax documentation.

## **11.3 AetherX's Role and Limitations**

### **No Tax Advice or Obligations**

AetherX does not provide tax advice or recommendations, nor does it assume any responsibility for Users' tax compliance. Any information provided by AetherX is intended solely to assist Users with record-keeping and should not be considered professional tax advice.

### **No Tax Withholding**

AetherX does not withhold taxes on behalf of Users. Users are individually responsible for any self-reporting, withholding, and payment of taxes, fees, or other obligations required by applicable tax laws.

## **11.4 Changes in Tax Laws and User Responsibility**

### **Awareness of Tax Law Changes**

Given that tax regulations around digital assets are subject to change, Users are responsible for staying informed about legal developments in their jurisdiction that may impact their tax obligations related to their AetherX transactions.

### **No Liability for Regulatory Changes**

AetherX assumes no liability for any changes in tax laws, regulatory requirements, or User obligations that may impact the tax treatment of digital asset transactions. Users bear the full responsibility for updating their tax reporting practices in response to any regulatory changes.

## **11.5 Record Retention for Tax Purposes**

### **Retention Period**

AetherX recommends that Users retain their transaction history and tax-related records for a period that meets the requirements of their local tax authorities, as AetherX may not store historical data indefinitely.

### **Availability of Transaction Data**

AetherX ensures that Users can access recent transaction records as outlined in its data retention policy. Users should maintain their own records and backups of transaction data to ensure they have comprehensive documentation for tax and financial reporting.

## **12. Privacy and Data Collection**

### **12.1 Data Collection and Use**

#### **Personal Data Collected**

AetherX collects personal data during account registration, identity verification, and usage of the platform. This may include, but is not limited to, your name, email address, government-issued identification, date of birth, and any additional information provided for regulatory compliance purposes.

#### **Transaction Data**

AetherX collects data related to transactions conducted on the platform, including transaction amounts, timestamps, counterparties, and any associated fees. This data is maintained to support platform functionality, account accuracy, transaction history access, and compliance with anti-money laundering (AML) and counter-terrorist financing (CTF) regulations.

### **12.2 Purpose of Data Collection**

#### **AML/CTF Compliance**

In alignment with global regulatory standards, AetherX collects and stores User data as part of its AML and CTF obligations. This data enables AetherX to monitor

transactions, detect suspicious activities, and comply with legal and regulatory obligations in various jurisdictions.

### **Platform Operation and Security**

Personal data and transaction information are also used to facilitate platform functionality, enhance security measures, and improve the User experience. AetherX utilizes this data to ensure account security, assist in dispute resolution, provide customer support, and maintain platform integrity.

## **12.3 User Consent and Data Processing**

### **Consent to Data Collection and Processing**

By registering for an AetherX account, Users consent to the collection, storage, and processing of their personal and transaction data as outlined in this Agreement and the AetherX Privacy Policy. This includes data processing for account verification, transaction monitoring, and compliance purposes.

### **Right to Withdraw Consent**

Users may withdraw their consent to data processing at any time; however, doing so may affect their ability to continue using certain AetherX services, particularly if consent withdrawal impacts compliance obligations.

## **12.4 Data Storage and Retention**

### **Data Retention Period**

AetherX retains User data for as long as necessary to fulfill the purposes outlined in this Agreement, comply with regulatory requirements, resolve disputes, or enforce agreements. The retention period may vary depending on legal requirements and specific jurisdictional mandates.

### **Data Security Measures**

AetherX implements industry-standard security measures to protect User data, including encryption, firewalls, and access controls. While AetherX strives to safeguard User data, no security measures can guarantee absolute data protection.

## **12.5 Disclosure of Data**

### **Third-Party Service Providers**

AetherX may share User data with third-party service providers for purposes such as identity verification, AML/CTF compliance, payment processing, or platform maintenance. Such providers are bound by confidentiality agreements and are authorized to use data solely for the intended services.

### **Legal and Regulatory Disclosure**

AetherX may disclose User data to regulatory authorities, law enforcement, or



government agencies if required by law or in response to valid legal processes, including subpoenas, court orders, or other lawful requests.

### **Cross-Border Data Transfers**

In cases where data is transferred internationally, AetherX ensures that such transfers are conducted in compliance with applicable data protection laws and standards, such as GDPR where applicable.

## **12.6 User Rights Regarding Data**

### **Access to Personal Data**

Users have the right to access their personal data held by AetherX. Requests for data access can be made through the AetherX support team, and AetherX will provide access in accordance with applicable data protection regulations.

### **Correction and Deletion**

Users may request correction or deletion of their personal data where it is inaccurate, outdated, or otherwise unnecessary for the purposes outlined. Deletion requests may be limited by regulatory or legal obligations that require AetherX to retain certain data.

### **Data Portability**

Users have the right to request a portable copy of their personal data in a structured, commonly used format, allowing it to be transferred to another platform or service provider, where technically feasible and compliant with legal obligations.

## **12.7 Modifications to Privacy Policy**

AetherX reserves the right to update its Privacy Policy periodically. Users will be notified of any material changes to the policy, and continued use of the platform after such updates constitutes acceptance of the revised terms.

## **13. Communications and Notifications**

### **13.1 Consent to Electronic Communications**

#### **Agreement to Electronic Delivery**

By creating an AetherX account, Users agree to receive all communications, disclosures, notices, and updates from AetherX electronically. This includes but is not limited to transaction confirmations, account updates, service announcements, legal notices, and any information regarding changes to policies or services.

#### **Primary Contact Method**

AetherX will deliver electronic communications through the contact information provided during registration, including email, push notifications, and account alerts.

Users are responsible for ensuring their contact information remains accurate and up to date.

## **13.2 Types of Communications**

### **Mandatory Notifications**

Certain communications, such as transaction confirmations, security alerts, and policy updates, are deemed essential for account operation and compliance. Users cannot opt out of these notifications, as they are critical to maintaining account security and meeting regulatory requirements.

### **Optional Communications**

AetherX may also send promotional materials, newsletters, and other optional updates regarding new features, products, or services. Users may choose to opt-out of these non-essential communications without impacting their account functionality.

## **13.3 Opt-Out and Communication Preferences**

### **Opt-Out Process**

Users who wish to stop receiving specific types of communications may do so by updating their notification preferences in their AetherX account settings or by contacting AetherX Support. Opting out of non-essential communications does not affect Users' ability to receive mandatory notifications.

### **Impact of Opting Out**

While Users can opt-out of certain communications, AetherX reserves the right to contact Users with necessary or mandatory information related to account security, compliance, or changes to platform policies. Users understand that opting out of certain messages may limit their access to updates on new features or promotional content.

## **13.4 Legal and Security Communications**

### **Service-Related and Legal Notifications**

AetherX will send important account-related notices and legal communications via electronic means. These communications are legally binding and are considered delivered once sent to the User's registered email or through other contact channels associated with the account.

### **Security Alerts**

Users may receive immediate notifications regarding any detected suspicious activity or unauthorized access attempts on their account. AetherX recommends that Users enable these alerts to protect their account and respond to potential security risks promptly.

## **13.5 Retention of Communication Records**

## **Record-Keeping**

AetherX retains copies of all electronic communications for compliance, regulatory, and support purposes. Users acknowledge that AetherX may retain these records even if they choose to opt-out of certain communications.

## **Access to Communication History**

Users may request copies of past communications with AetherX by contacting the support team. AetherX will provide available records in compliance with applicable laws and within the limits of data retention policies.

## **13.6 Modifications to Communication Preferences**

AetherX reserves the right to modify communication options and preferences available to Users. AetherX may notify Users of any changes to the communications system or new methods for accessing updates, announcements, and account notifications.

## **14. Security of User Information**

### **14.1 User Responsibility for Account Security**

#### **Safeguarding Credentials**

Users are solely responsible for maintaining the confidentiality and security of their account credentials, including but not limited to usernames, passwords, and any two-factor authentication (2FA) codes. Unauthorized access to an AetherX account due to the loss, theft, or compromise of these credentials remains the User's responsibility.

#### **Avoiding Credential Sharing**

Users must not share their AetherX login information with any third party. AetherX does not endorse or permit third-party access to User accounts without prior authorization and explicitly disclaims liability for any losses resulting from credential sharing.

### **14.2 Account Security Features**

#### **Two-Factor Authentication (2FA)**

AetherX strongly recommends enabling two-factor authentication to enhance account security. By activating 2FA, Users add an additional layer of protection, which requires a verification code in addition to their password to access the account.

#### **Session and Device Monitoring**

Users can monitor active sessions and linked devices within their account settings. AetherX recommends reviewing and, if necessary, revoking access from any unfamiliar or inactive devices.

### **14.3 Best Practices for Enhanced Security**

#### **Strong Password Requirements**

AetherX encourages Users to use strong, unique passwords that combine upper and lowercase letters, numbers, and special characters. Regularly updating passwords and avoiding reusing them across multiple platforms are best practices to ensure account security.

#### **Avoiding Phishing Scams and Suspicious Links**

Users should be vigilant against phishing attacks and avoid clicking on links or downloading attachments from unknown or unverified sources. AetherX will never request sensitive information, such as passwords or private keys, via email or social media.

### **14.4 AetherX's Security Measures**

#### **Encryption and Data Protection**

AetherX utilizes industry-standard encryption and security protocols to protect User data and account information. These measures include secure socket layer (SSL) encryption for data transmission and regular audits of platform security.

#### **System Monitoring and Incident Response**

AetherX continuously monitors for potential security threats, unauthorized access attempts, and suspicious activities on the platform. A dedicated security team responds to incidents and coordinates with law enforcement when necessary to protect User information.

### **14.5 Liability for Unauthorized Access**

#### **No Liability for Compromised Credentials**

AetherX is not liable for any losses or damages arising from unauthorized access to User accounts resulting from compromised credentials. Users are responsible for all actions taken under their account, even if executed by a third party, unless Users notify AetherX of a security breach immediately.

#### **User Notification Obligation**

In the event of suspected unauthorized access, Users are obligated to contact AetherX Support promptly. AetherX may temporarily suspend access to the account in question and assist Users in securing their credentials to prevent further unauthorized transactions.

### **14.6 Recommendations for Ongoing Security**

#### **Routine Security Check-ups**

AetherX advises Users to periodically review their account security settings, enable

2FA, and update their passwords. Additionally, Users should ensure their contact information is accurate to receive important security alerts and notifications.

### **Enabling All Security Features**

Users are encouraged to enable all available security features on the AetherX platform to maximize account protection. By utilizing the full range of security tools provided by AetherX, Users can mitigate potential risks of unauthorized access and enhance the safety of their digital assets.

## **15. Account Suspension, Closure, and Termination**

**Suspension or Termination by AetherX:** AetherX reserves the right to suspend or terminate accounts due to inactivity, suspected fraud, compliance requirements, or violations of this Agreement.

**User-Initiated Termination:** Users may close their accounts by contacting AetherX support, provided no outstanding obligations or issues prevent closure.

## **16. Disclaimers and Limitation of Liability**

### **16.1 “As Is” Services**

#### **Provision of Services**

The AetherX platform and all associated services are provided on an “as is” and “as available” basis without warranties of any kind, whether express, implied, or statutory. AetherX disclaims any warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, title, non-infringement, and accuracy.

#### **Third-Party Integrations**

AetherX integrates with third-party services, including blockchain networks, exchanges, wallet providers, and data providers. AetherX does not control these third-party entities and is not responsible for their reliability, performance, or security. Users acknowledge that the performance of AetherX’s services may be influenced by the performance of third-party services beyond AetherX’s control.

### **16.2 Service Interruptions and System Failures**

#### **No Guarantee of Uninterrupted Access**

AetherX cannot guarantee uninterrupted, timely, or error-free access to its platform. Scheduled maintenance, upgrades, or unexpected technical issues may impact platform availability. AetherX is not liable for any losses resulting from temporary service interruptions or platform downtime.

#### **Blockchain Network Risks**

AetherX relies on blockchain networks for certain transactions and services, which may experience delays, congestion, or other technical issues. Users acknowledge

that blockchain network disruptions, transaction delays, and high fees can impact their experience on the platform. AetherX is not liable for any issues arising from blockchain performance.

### **16.3 Limitation of Liability**

#### **Exclusion of Indirect, Incidental, and Consequential Damages**

To the fullest extent permitted by law, AetherX is not liable for any indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of profits, loss of data, business interruption, or reputational harm arising from or in connection with Users' access to or use of the AetherX platform, regardless of whether AetherX was advised of the possibility of such damages.

#### **Limitation on Aggregate Liability**

In no event shall AetherX's aggregate liability, whether in contract, tort, negligence, strict liability, or otherwise, exceed the greater of (i) the total fees paid by the User to AetherX in the twelve (12) months preceding the claim or (ii) \$100. This limitation applies to all claims arising out of or related to the use of the AetherX platform or associated services.

### **16.4 No Liability for User Decisions and Actions**

#### **User's Own Responsibility**

AetherX provides tools and information to assist Users in managing digital assets, but Users bear full responsibility for all decisions, transactions, and actions conducted on the platform. AetherX does not provide investment, tax, or legal advice, and Users are encouraged to seek independent professional advice tailored to their needs.

#### **Risk of Digital Asset Fluctuations**

Digital assets, including the AetherX Token (AETX), are subject to price volatility, regulatory changes, and market risks. AetherX disclaims any liability for changes in the value of digital assets held by Users on the platform. Users understand that digital asset markets carry inherent risks and agree to assume these risks when using AetherX.

### **16.5 Acknowledgment of Legal Limitations**

#### **Jurisdictional Limitations**

Certain jurisdictions may not allow the exclusion or limitation of certain warranties or liabilities. In such cases, the exclusions and limitations stated herein may not apply to Users in those jurisdictions, and AetherX's liability will be limited to the fullest extent permitted by applicable law.

### **Survival of Limitation Terms**

The disclaimers and limitations of liability in this Agreement shall survive the termination of Users' AetherX accounts and their cessation of platform use.

## **17. Unauthorized and Incorrect Transactions**

### **17.1 Reporting Requirements**

#### **Timely Reporting Obligation**

Users must promptly review all transactions in their AetherX account and report any unauthorized or incorrect transactions within sixty (60) days of the transaction date. Failure to report discrepancies within this timeframe may affect the User's ability to receive reimbursement or assistance in resolving the issue.

#### **How to Report**

To report an unauthorized or incorrect transaction, Users should contact AetherX Support through the official support channels provided on the platform. The report should include detailed information, such as the transaction date, type, and any supporting documentation or details about the discrepancy.

### **17.2 AetherX Investigation Process**

#### **Initial Review and Response**

Upon receiving a report of an unauthorized or incorrect transaction, AetherX will conduct an initial review to verify the report's validity and determine whether further investigation is warranted. AetherX may request additional information from the User to facilitate the investigation.

#### **Investigation Timeline**

AetherX aims to complete investigations within thirty (30) days of receiving a report, though complex cases may require additional time. Users will receive status updates throughout the investigation process, and AetherX will issue a final resolution as promptly as possible.

#### **Resolution**

Following the investigation, AetherX will provide a resolution, which may include reimbursement or crediting of the disputed amount if the claim is found valid. Resolutions are based on the findings of the investigation and applicable policies and may not always result in reimbursement.

### **17.3 User Liability for Unauthorized Transactions**

#### **Liability Based on Timely Reporting**

User liability for unauthorized transactions is determined by the timeliness of reporting. If Users report unauthorized activity within two (2) business days of

discovering it, AetherX may limit User liability to the lesser of \$50 or the amount of the unauthorized transaction.

#### **Liability Increase Due to Delayed Reporting**

If Users delay reporting unauthorized activity for more than two (2) business days but within the sixty (60)-day reporting window, they may be liable for up to \$500, or the full amount of the unauthorized transaction if timely reporting could have prevented further loss. Reports made beyond sixty (60) days may result in complete User liability for unauthorized transactions.

### **17.4 AetherX's Liability for Incorrect Transactions**

#### **Scope of Responsibility**

AetherX will assume responsibility for incorrect transactions that occur due to system errors, technical faults on the platform, or operational issues within AetherX's control. In such cases, AetherX will rectify the transaction error by crediting or debiting the affected account as necessary.

#### **No Liability for User Errors**

AetherX is not liable for incorrect transactions initiated by Users, including but not limited to input errors, incorrect blockchain addresses, or selection of unsupported digital assets. Users are encouraged to double-check transaction details before confirming.

### **17.5 Additional Considerations**

#### **Fraud Prevention and Enhanced Security**

Users are encouraged to activate all available security features, such as two-factor authentication, to help prevent unauthorized transactions. AetherX reserves the right to suspend account activity if unauthorized access or suspicious behavior is detected.

#### **No Reimbursement for Negligence**

AetherX reserves the right to deny reimbursement claims if evidence suggests that the User's negligence or failure to follow security guidelines contributed to the unauthorized transaction.

### **17.6 Right to Appeal**

#### **Appeal Process**

Users may request a secondary review of an investigation outcome if they believe an error was made during the process. Appeals must be submitted within ten (10) days of receiving the resolution. AetherX will conduct an independent review and issue a final decision based on the appeal findings.

## **18. Arbitration and Dispute Resolution**



## **18.1 Agreement to Binding Arbitration**

### **Arbitration Requirement**

By using the AetherX platform, Users agree that any disputes, claims, or controversies arising out of or relating to this Agreement, the AetherX platform, or associated services shall be resolved exclusively through binding arbitration. This includes claims based on contract, tort, statute, fraud, misrepresentation, or any other legal theory.

### **Location and Governing Law**

Arbitration shall be conducted in Texas, United States of America, under the laws of Texas and applicable U.S. federal law. This provision applies regardless of the User's location or jurisdiction, and both AetherX and the User agree to waive any objections to this forum.

## **18.2 Arbitration Process**

### **Arbitration Rules and Administration**

Arbitration shall be administered by a recognized arbitration institution, such as the American Arbitration Association (AAA), in accordance with the institution's commercial arbitration rules. The arbitration shall be conducted by a single, neutral arbitrator, and the language of arbitration shall be English.

### **Procedures and Timelines**

The arbitrator will have the authority to set timelines and procedures for the arbitration, including deadlines for filing briefs, submitting evidence, and scheduling hearings. Both parties agree to cooperate with the arbitrator's procedures to ensure a timely and efficient resolution.

## **18.3 Waiver of Class Action and Representative Action**

### **No Class or Collective Arbitrations**

Users agree to waive any right to pursue or participate in class actions, class arbitrations, or any other representative actions or proceedings against AetherX. Disputes shall be resolved on an individual basis, and the arbitrator may not consolidate claims from multiple parties.

### **Enforceability of Waiver**

This waiver of class and representative actions is integral to this Arbitration Agreement. If a court or arbitrator finds this waiver unenforceable, then the entire Arbitration Agreement shall be null and void with respect to such disputes.

## **18.4 Arbitration Fees and Costs**

### **Fee Sharing**

The parties shall share arbitration fees and costs, including administrative fees and

arbitrator fees, as set forth by the chosen arbitration institution's rules. However, the arbitrator may award reasonable costs and fees to the prevailing party if permitted by applicable law.

### **Financial Hardship**

Users who demonstrate financial hardship may request a reduction or waiver of arbitration fees from the arbitration institution. AetherX is committed to ensuring that Users have access to dispute resolution, regardless of financial circumstances.

## **18.5 Arbitration Awards and Enforcement**

### **Binding Decision**

The arbitrator's decision shall be final, binding, and enforceable. The arbitrator has the authority to grant any relief that a court of competent jurisdiction could grant, including specific performance, damages, injunctive relief, and attorneys' fees, where permitted by law.

### **Enforcement of Award**

The arbitration award may be enforced in any court of competent jurisdiction. AetherX and the User waive any right to contest enforcement in jurisdictions where the award is legally recognized.

## **18.6 Exceptions to Arbitration**

### **Injunctive Relief**

Notwithstanding the Arbitration Agreement, AetherX reserves the right to seek injunctive relief or other equitable remedies in a court of competent jurisdiction to prevent unauthorized use, infringement, or misappropriation of AetherX's intellectual property or proprietary information.

### **Small Claims Option**

Users may choose to pursue claims that qualify under small claims court rules in their jurisdiction as an alternative to arbitration. This option is available only for disputes that fall within the small claims court's monetary limits and do not involve requests for injunctive or declaratory relief.

## **18.7 Right to Opt-Out**

### **Opt-Out Procedure**

Users may opt out of this Arbitration Agreement within thirty (30) days of accepting this Agreement by submitting a written notice to AetherX's Support Team. The opt-out notice must include the User's full name, contact information, and an explicit statement opting out of arbitration.

### **Effect of Opt-Out**

Opting out of arbitration does not affect other terms of this Agreement or the User's

right to use the AetherX platform. Users who opt out may still resolve disputes through the courts in Texas, subject to applicable jurisdictional requirements.

## **18.8 Amendments to Arbitration Agreement**

### **Notice of Changes**

AetherX reserves the right to amend this Arbitration Agreement by providing Users with prior written notice. Amendments will apply only to disputes arising after the effective date of the amendment. Users who disagree with any amendment may choose to discontinue their use of the AetherX platform.

## **19. Governing Law and Compliance with Legal Requirements**

### **19.1 Governing Law**

#### **Jurisdiction**

This Agreement and all related matters, including but not limited to interpretation, enforcement, and performance, shall be governed by and construed under the laws of the State of Texas, United States of America, without regard to its conflict of law provisions. Any legal actions arising under or related to this Agreement shall be brought exclusively in the courts of Texas.

### **19.2 Compliance with Anti-Money Laundering (AML) and Counter-Terrorist Financing (CTF) Regulations**

#### **AML and CTF Obligations**

Users agree to comply fully with all applicable Anti-Money Laundering (AML), Counter-Terrorist Financing (CTF), and other regulatory requirements governing digital asset transactions. This includes, but is not limited to, refraining from engaging in transactions that facilitate money laundering, terrorism financing, fraud, or other illicit activities.

#### **Enhanced Due Diligence**

AetherX reserves the right to conduct enhanced due diligence on User accounts, particularly where transactions involve higher risk jurisdictions or exceed predetermined thresholds. Users agree to provide any necessary documentation or information required to support AetherX's compliance with regulatory obligations.

### **19.3 Sanctions and Restricted Entities**

#### **Economic Sanctions Compliance**

AetherX complies with U.S. and international sanctions administered by entities such as the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). Users agree not to use AetherX's services to engage with, directly or indirectly, any sanctioned entities, persons, or jurisdictions listed on OFAC or other international sanctions lists.

### **Restricted Territories and Persons**

Users must not access the AetherX platform if they are located in a restricted territory or are classified as a restricted person under applicable sanctions. AetherX may, at its discretion and without notice, restrict or terminate accounts suspected of transacting with restricted persons or entities.

## **19.4 User Responsibility for Legal Compliance**

### **Local Compliance**

Users are responsible for ensuring compliance with any local laws, regulations, and guidelines applicable to their digital asset transactions. This includes, but is not limited to, laws on taxation, reporting obligations, and transaction limits in the User's jurisdiction.

### **Prohibited Activities**

Users agree not to engage in prohibited activities as outlined in this Agreement, including illegal transactions, use of the platform for prohibited market practices, or attempting to evade regulatory requirements.

## **19.5 Reporting Obligations**

### **Suspicious Activity Reporting (SAR)**

AetherX reserves the right to report any suspicious transactions or activities to relevant authorities, in accordance with AML and CTF obligations. Users acknowledge and consent that AetherX may provide information about their transactions and account activity to regulatory bodies without prior notice if required by law.

## **19.6 Amendments for Compliance Purposes**

### **Right to Amend**

AetherX reserves the right to amend this Agreement and platform policies as necessary to ensure compliance with evolving legal and regulatory requirements. Any amendments made for compliance purposes will be effective immediately upon notice to Users, provided via the platform or email.

## **20. Amendment and Modifications to Agreement**

### **20.1 Right to Amend**

#### **AetherX's Discretion to Amend**

AetherX reserves the right to amend, modify, or update any terms or conditions of this Agreement at its sole discretion. Amendments may reflect changes in regulatory requirements, platform functionality, industry standards, or other operational needs.

### **Notice of Changes**

Any amendments to this Agreement will be effective immediately upon posting on the AetherX platform or notification via email. Users will be notified of material changes in advance where feasible, though AetherX is not obligated to provide advance notice of changes unless required by law.

## **20.2 User Responsibility to Review Updates**

### **Continued Use as Acceptance**

Users agree to periodically review the Agreement and any amendments posted by AetherX. Continued use of the platform and services after an amendment is posted constitutes acceptance of the updated terms. If Users do not agree to the revised terms, they must discontinue their use of the platform immediately.

### **Binding Nature of Amendments**

By using the AetherX platform following any amendments to this Agreement, Users acknowledge that they have read, understood, and agree to be bound by the most current version of the Agreement, including all modifications and updates.

## **20.3 Material Changes**

### **Definition of Material Changes**

Material changes include but are not limited to significant amendments affecting User rights and obligations, new fees or charges, significant changes in dispute resolution or arbitration procedures, and changes impacting how User data is handled or disclosed.

### **Notice of Material Changes**

AetherX will provide advance notice of material changes where feasible, either through platform notifications, email, or other appropriate communication channels. Users may be required to accept material changes explicitly before continuing to access AetherX services.

## **20.4 Right to Decline Amendments**

### **Declining Amendments**

Users who do not agree to any amendments or modifications must discontinue their use of the AetherX platform immediately. Users who continue to access or use the platform following an amendment will be deemed to have accepted the updated terms in full.

## **21. Miscellaneous Provisions and Notices**

### **21.1 Assignment**

### **Non-Transferable by Users**

Users are prohibited from transferring or assigning this Agreement, or any rights or obligations contained herein, without prior written consent from AetherX. Any attempted assignment without consent shall be considered null and void.

### **AetherX's Right to Assign**

AetherX may freely assign or transfer this Agreement, along with its rights and obligations, to any affiliate, successor entity, or in connection with a merger, acquisition, or sale of substantially all of AetherX's assets. Users acknowledge and agree to such potential assignment by AetherX.

## **21.2 Change of Control**

### **Transfer of User Data and Obligations**

In the event of a merger, acquisition, reorganization, or change of control affecting AetherX, AetherX reserves the right to transfer User data, account information, and all obligations under this Agreement to the new entity. Users will be notified of any such transfer in a timely manner, and the terms of this Agreement shall remain in effect under the new entity.

### **Right to Discontinue Use**

If a change of control occurs, Users may choose to discontinue their use of the platform and terminate their accounts, provided that any remaining obligations, such as outstanding fees or unresolved transactions, are settled in accordance with the terms of this Agreement.

## **21.3 State-Specific Disclosures (for U.S.-based Users)**

### **State-Specific Compliance**

Certain U.S. states may impose additional legal or regulatory disclosures on digital asset platforms. U.S.-based Users residing in these states may access specific state disclosures and requirements on the AetherX website or by submitting a request to AetherX Support.

### **Notice of Applicable State Regulations**

AetherX will make reasonable efforts to comply with all state-specific regulatory requirements applicable to Users and shall provide any necessary disclosures or notifications as required by state law. These disclosures may vary depending on the User's location within the United States and may include additional protections or limitations.

## **21.4 General Notices**

### **Electronic Communications**

Users agree to receive all communications, agreements, notices, and disclosures in electronic format via the email address associated with their AetherX account or

through in-platform notifications. Users are responsible for maintaining an accurate email address and for checking communications from AetherX regularly.

### **Headings and Language**

Section headings within this Agreement are provided for convenience only and shall not affect the interpretation of the Agreement. In the event of any discrepancy between translated versions of this Agreement and the English version, the English version shall govern.

### **Entire Agreement**

This Agreement, along with the AetherX Privacy Policy and any supplemental terms, constitutes the entire agreement between AetherX and the User, superseding any prior agreements or understandings regarding the use of the AetherX platform.

### **21.5 Severability**

#### **Invalidity of Provisions**

If any provision of this Agreement is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall remain in full force and effect.

For support or inquiries regarding this Agreement, please contact AetherX Support at [support@aetx.io](mailto:support@aetx.io).

# AETX Terms

Last Updated: November 4, 2024

## 1. Introduction and Acceptance of Terms

Welcome to AetherX. These Terms of Service ("Terms") constitute a legal agreement between you ("User" or "you") and AetherX regarding your use of AetherX tokens (AETX) and any services, digital assets, or functionalities provided through the AetherX platform ("Platform" or "Services"). Please read these Terms carefully, as they govern your access to and use of the Platform and all associated Services. By accessing or using the Platform, holding AetherX tokens, or engaging in any transactions through AetherX, you acknowledge that you have read, understood, and agree to be bound by these Terms.

### Scope and Applicability of Terms

These Terms apply to:

**Verified AetherX Wallet Holders:** Users who have completed AetherX's identity verification processes and have registered wallets on the Platform.

**General AetherX Token Holders:** Individuals or entities holding AetherX tokens who may not have registered AetherX wallets but still engage in transactions involving AETX.

Unless explicitly specified, all provisions within these Terms apply equally to both verified and non-verified holders, as well as any parties who acquire, hold, or use AetherX tokens.

### Agreement to Terms

By holding AetherX tokens, using any AetherX Services, or engaging with the Platform, you represent that:

- You are at least 18 years old, and if acting on behalf of an institution, you have the authority to bind that entity to these Terms.
- You are not a Restricted Person (defined in Section 13) or acting on behalf of a Restricted Person.
- You understand and accept all terms, policies, and notices set forth in these Terms and agree to comply with all applicable laws and regulations relevant to your use of the Platform and AetherX tokens.

### Modifications to the Terms



AetherX reserves the right to modify or update these Terms at any time. Changes will be effective immediately upon posting, and continued use of the Platform after any changes signifies acceptance of the updated Terms. Users are responsible for reviewing the most current version of the Terms periodically to stay informed of their rights and obligations.

## 2. About AetherX Token and Supported Blockchains

AetherX Token ("AETX") is the native digital token of the AetherX ecosystem, designed to serve multiple purposes across our platform, including payment facilitation, staking, governance, and as a means to participate in various decentralized finance (DeFi) applications. The AetherX token operates on a supported blockchain infrastructure to ensure security, transparency, and decentralization for all token holders.

### 2.1 AetherX Token Overview

**Purpose and Functionality:** AETX is intended as a versatile utility token within the AetherX ecosystem. It may be used for transactions, staking, earning rewards, governance participation, and other platform-based utilities as specified by AetherX.

**Token Structure and Supply:** AETX has a fixed supply cap of 18 trillion tokens. Additional tokens may be introduced through a structured release plan that aligns with platform growth and liquidity needs, as detailed in our Token Release Schedule.

### 2.2 Supported Blockchains

AetherX currently supports AETX on multiple blockchain networks for cross-chain compatibility, providing users with the flexibility to transact across different ecosystems while maintaining asset integrity.

**Cross-Chain Compatibility:** AetherX supports interactions across various blockchain networks, enabling cross-chain transactions and integration with major blockchain ecosystems.

**Custodial and Non-Custodial Wallets:** AETX can be stored in custodial wallets within the AetherX platform or in compatible third-party wallets, provided they support the designated blockchain infrastructure of AETX. AetherX bears no liability for losses incurred due to the use of unsupported wallets or exchanges.

### 2.3 Blockchain Forks, Copies, and Unsupported Assets

Due to the decentralized and open-source nature of blockchain technology, unforeseen blockchain forks, copies, or derivative tokens may emerge. AetherX's stance regarding such events includes:

**Blockchain Forks:** In the event of a blockchain fork, AetherX reserves the right to determine which version of the blockchain will be supported. This decision may result in temporary suspension of AETX-related activities to ensure secure resumption on the chosen chain. Users acknowledge that forks may lead to delays or suspension in services, for which AetherX bears no liability.

**Copies and Clones of AETX:** AetherX does not endorse or support any unauthorized copies or clones of the AetherX token. Any assets purporting to represent AETX but existing outside of the officially recognized AetherX infrastructure are considered unsupported. Engaging in transactions with these unauthorized assets may result in irreversible loss.

**Unsupported Digital Assets:** Attempting to send non-AETX digital assets to an AetherX wallet may result in permanent loss of funds, for which AetherX is not responsible. Users should confirm the supported assets list on the AetherX platform prior to initiating any transfers.

## 2.4 Migration and Blockchain Changes

AetherX may, at its discretion, migrate AETX to another blockchain or protocol as necessary for operational or strategic purposes. AetherX will provide instructions for Users to migrate their holdings if required. Failure to comply with migration instructions may result in incompatibility issues, for which AetherX disclaims all responsibility.

These policies are designed to safeguard users and maintain the integrity of the AetherX ecosystem, ensuring that AETX remains secure and functional across evolving blockchain infrastructures.

## 3. Eligibility, Registration, and Verification

To access and use AetherX services and hold AetherX tokens (AETX), users must meet certain eligibility requirements and comply with applicable laws, including Know Your Customer (KYC) and Anti-Money Laundering (AML) regulations. These measures help ensure the security and legitimacy of the AetherX ecosystem.

### 3.1 Age and Jurisdictional Requirements

**Minimum Age:** Users must be at least 18 years old (or the legal age of majority in their jurisdiction, if higher) to register for and use AetherX services.

**Jurisdictional Limitations:** AetherX accounts and services are only available to individuals or institutions located in jurisdictions where cryptocurrency activities are legally permissible. AetherX prohibits access to its services from restricted territories and regions subject to economic sanctions, embargoes, or other restrictions as mandated by international or national regulatory bodies.

### 3.2 Compliance with KYC and AML Laws

In compliance with KYC and AML laws, AetherX requires all users to undergo identity verification before gaining full access to the platform's services. Verification helps prevent illicit activities, including but not limited to money laundering, fraud, and terrorist financing.

### 3.3 Registration and Verification Process

Upon registration, users are prompted to provide personal information, which is used to verify their identity and eligibility. This process involves:

**Personal Information Collection:** Users must provide valid identification information, including full name, date of birth, residential address, and contact information. Institutions must provide additional business identification documents, such as proof of incorporation and ownership details.

**Document Verification:** Users must submit a government-issued photo ID (e.g., passport, driver's license) and may be asked for additional documentation to verify residential address, such as a utility bill or bank statement.

**Selfie and Facial Recognition Verification:** For added security, users may be required to take a real-time selfie or use facial recognition software to verify that they are the legitimate account holder.

**Source of Funds:** In some cases, users may need to provide information about the source of funds being transferred into their AetherX account. This may include employment or business details for transparency and AML compliance.

### 3.4 Verification Outcomes and Restrictions

**Approved Status:** Upon successful verification, users are granted full access to AetherX services, subject to compliance with these Terms and any applicable jurisdictional laws.

**Failed Verification:** If a user's information does not meet AetherX's compliance criteria, access to the platform and services may be restricted or denied. Users have the opportunity to address issues in their application but may be permanently restricted if discrepancies persist.

**Ongoing Compliance:** AetherX reserves the right to request updated information or re-verify user identities periodically, especially for high-value accounts or as required by evolving regulatory standards.

### 3.5 Restricted Persons and Prohibited Use

Users may not register or access AetherX services if they:

- Are a resident or citizen of a Restricted Territory.
- Are on any government watchlist or sanctions list, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) list or similar lists maintained by other jurisdictions.
- Have previously been banned from the AetherX platform or other regulated financial services.

By registering, users agree to comply with all relevant laws, regulations, and AetherX policies regarding identity verification, ensuring a secure and legally compliant platform for all stakeholders.

## 4. Account Types and User Classifications

AetherX offers various account types and classifications tailored to meet the needs of different users. This section outlines the categories of users, the privileges and limitations associated with each, and the verification status requirements.

### 4.1 User Types

AetherX distinguishes between two primary user types: Verified AetherX Wallet Holders and General Holders. Each user type has specific benefits, restrictions, and access to platform features, as outlined below.

#### Verified AetherX Wallet Holders (Type A):

- **Description:** Users who have completed the full KYC and AML verification process as outlined in Section 3. Verified Wallet Holders maintain AetherX custodial accounts and are fully authorized to use AetherX platform features.
- **Benefits:**
  - Access to all trading functionalities, including purchases, sales, and exchanges of AetherX tokens and other supported assets.
  - Priority customer support and transaction assistance.
  - Eligibility for AetherX-exclusive features such as staking, liquidity pools, and advanced analytics.
  - Faster transaction processing times, as verified users have undergone due diligence for security compliance.
- **Limitations:** These accounts are still subject to platform limits, transaction fees, and withdrawal restrictions based on jurisdiction and regulatory requirements.

#### General Holders (Type B):

- **Description:** Users holding AetherX tokens without a verified custodial account on the AetherX platform. These users may store AetherX tokens

in third-party wallets and interact with decentralized applications (DApps) that accept AetherX tokens but lack access to certain AetherX platform-exclusive services.

- **Benefits:**
  - Flexibility to store and use AetherX tokens outside of the AetherX custodial environment.
  - Ability to transfer tokens directly to other blockchain-compatible wallets and use on external platforms that accept AetherX.
- **Limitations:**
  - Restricted from engaging in AetherX-exclusive features such as staking, in-platform liquidity functions, and direct trading on AetherX’s marketplace.
  - Limited customer support and no access to transaction records or wallet management within the AetherX platform.

## 4.2 Benefits and Limitations by Account Type

v	Key Benefits	Key Limitations
<b>Verified AetherX Wallet Holders</b>	Full access to platform features, including staking, trading, and analytics	Subject to transaction fees, withdrawal limits, and KYC restrictions
<b>General Holders</b>	Flexibility to use AetherX tokens across compatible platforms	Restricted access to AetherX features, limited support services

## 4.3 Account Upgrades

Users initially classified as General Holders can apply to upgrade to Verified AetherX Wallet Holders by completing the necessary KYC verification. The upgrade process includes document verification, source of funds disclosure, and additional security measures.

## 4.4 Account Security and Responsibilities

All account types must adhere to AetherX security protocols, including safeguarding passwords, enabling two-factor authentication, and monitoring account activity. Verified AetherX Wallet Holders are strongly encouraged to follow best practices for maintaining account security within the AetherX ecosystem to prevent unauthorized access and maintain compliance with AetherX policies.

Each account type within AetherX has a unique set of features and restrictions designed to balance security, compliance, and flexibility, allowing users to choose the account structure that best aligns with their needs.

## 5. Use of the AetherX Platform

AetherX provides users with a limited, non-exclusive, and non-transferable license to access and use the AetherX platform solely for personal or institutional purposes in accordance with these Terms. This section outlines the permissions, limitations, and potential consequences of unauthorized or non-compliant use of the platform.

## 5.1 License and Access Rights

### **Permitted Use:**

By agreeing to these Terms, users are granted a revocable license to access and use the AetherX platform strictly for lawful purposes, which may include managing digital assets, participating in trading and staking, and utilizing platform-provided analytics tools and resources.

### **Non-Exclusive License:**

The access granted is non-exclusive, meaning AetherX may allow other users or entities to access the platform.

### **Non-Transferability:**

Users are prohibited from transferring, assigning, or sub-licensing their platform access rights or account credentials to any third party.

## 5.2 Prohibited Uses

Users are expressly forbidden from engaging in any activities on the AetherX platform that violate applicable laws, AetherX policies, or these Terms. Prohibited actions include, but are not limited to:

**Unauthorized Access and Data Breaches:** Attempting to access restricted areas, unauthorized data, or any content protected under intellectual property laws.

**Fraudulent Transactions and Manipulative Practices:** Engaging in deceptive practices such as spoofing, wash trading, or providing false information during transactions.

**Market Abuse and Manipulation:** Any action aimed at manipulating the price or perceived value of AetherX tokens, including spreading false information or engaging in insider trading.

**Use of Prohibited Software or Hardware:** Utilizing bots, automated scripts, or unauthorized APIs to interact with the platform.

## 5.3 Security and Compliance Requirements

To protect the integrity of the AetherX platform, all users must:

**Maintain Account Security:** Users must secure account credentials, passwords, and any API keys if applicable. Two-factor authentication (2FA) is recommended for enhanced account security.

**Adhere to AML/KYC Requirements:** Users must comply with all Anti-Money Laundering (AML) and Know Your Customer (KYC) requirements applicable to their jurisdiction, as outlined in Section 3.

**Monitor Account Activity:** Regularly review account activity to detect and report any unauthorized transactions immediately to AetherX support.

#### 5.4 Consequences of Unauthorized or Non-Compliant Use

AetherX reserves the right to take corrective action if any user violates these Terms, including:

**Account Suspension or Termination:** AetherX may temporarily suspend or permanently terminate access to the platform for users found engaging in unauthorized, non-compliant, or illegal activities.

**Asset Freezing and Seizure:** In cases of suspected fraud or illegal activity, AetherX may freeze assets within the user's account until investigations are complete. In certain circumstances, assets may be seized as required by law or regulatory authorities.

**Reporting to Authorities:** If a user is suspected of engaging in criminal activities, AetherX reserves the right to report such activities to relevant law enforcement or regulatory authorities and to cooperate fully with their investigations.

#### 5.5 No Warranties on Service Availability

AetherX does not guarantee continuous, uninterrupted access to the platform. Scheduled maintenance, upgrades, or unforeseen technical issues may impact service availability. AetherX is not liable for any potential losses or damages arising from service interruptions.

By using the AetherX platform, users accept the license terms outlined in this section and agree to act in accordance with these Terms, maintaining compliance with AetherX's standards for lawful, secure, and transparent use of the platform.

### 6. Digital Wallet Services and Custody of Assets

AetherX offers digital wallet services for supported digital assets, allowing users to store, transfer, and manage their assets securely. This section details AetherX's custodial role, private key management practices, and withdrawal conditions, including potential delays due to maintenance and blockchain limitations.

## 6.1 Custodial Services

AetherX provides custodial wallets for supported digital assets, holding private keys to facilitate secure and efficient transactions. While AetherX acts as a custodian for user assets, ownership of these assets remains with the user:

**Private Key Management:** AetherX securely manages private keys on behalf of users to enable smooth and secure transactions. Users are not given direct access to private keys, and any attempt to obtain, recover, or bypass key management systems is prohibited.

**Asset Ownership:** Users retain ownership rights over the assets stored in their AetherX custodial wallets. However, AetherX maintains control over private keys solely for operational purposes, ensuring transaction security and minimizing risks associated with key loss.

## 6.2 Withdrawal Terms and Conditions

Withdrawals from AetherX wallets are subject to certain conditions and limitations aimed at ensuring asset security and compliance with network and platform requirements.

### **Withdrawal Processing Times:**

Withdrawals may not always occur instantly, as they can be affected by AetherX's operational hours, maintenance schedules, and the conditions of the underlying blockchain network.

### **System Maintenance:**

During planned maintenance, withdrawals may be temporarily paused to ensure the safety of user assets and the integrity of the system. Users will be notified in advance of any significant maintenance periods.

### **Blockchain Network Delays:**

AetherX is not liable for delays caused by blockchain congestion or external network issues beyond its control. Users are advised to consider network conditions when planning withdrawals, as high demand can affect transaction times and processing fees.

## 6.3 Withdrawal Limits and Compliance

To enhance security and ensure regulatory compliance, AetherX may impose limits on withdrawals based on factors such as jurisdiction, transaction volume, and account verification status:

### **Daily and Transactional Limits:**

Withdrawal limits may vary depending on the user's verification level and jurisdiction.



AetherX reserves the right to modify these limits as deemed necessary, either temporarily or permanently, based on security requirements and regulatory changes.

**AML/CTF Compliance:**

Large or unusual withdrawal requests may require additional verification steps to comply with Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) policies. Failure to comply with these requirements may delay or prevent withdrawal processing.

## **6.4 Asset Segregation and Protection**

To safeguard user assets, AetherX maintains segregated accounts for user assets and operating funds:

**Segregated Custodial Accounts:**

User assets are stored in custodial accounts separate from AetherX's operational funds, ensuring that in the event of operational difficulties, user assets remain unaffected and securely maintained.

**Risk of Blockchain Issues:**

Although AetherX takes every precaution to secure digital assets, users acknowledge the inherent risks associated with blockchain technology, such as protocol changes or potential network attacks, which could impact asset availability or transaction processing.

By using AetherX's custodial wallet services, users agree to the limitations and conditions outlined in this section, understanding that while AetherX strives to ensure the security and timely availability of assets, certain factors outside its control may impact service availability and withdrawal processing.

## **7. Supported Digital Assets and Unsupported Assets**

AetherX supports a curated selection of digital assets to ensure a secure and efficient user experience. This section outlines the types of assets supported on the platform, associated risks, and disclaimers regarding unsupported asset transactions.

### **7.1 List of Supported Digital Assets**

AetherX currently supports transactions with specific digital assets, including but not limited to:

**AetherX Token (AETX):**

The native token of the AetherX ecosystem, fully integrated and optimized for all platform functionalities.

**Additional Supported Assets:**

Other major digital assets, as listed on the AetherX website, may be supported based on security assessments and regulatory compliance. AetherX will regularly update the list of supported assets to accommodate user needs and technological developments.

Users should consult the AetherX website or contact customer support for an up-to-date list of supported assets, as the inclusion or exclusion of assets may change based on regulatory or market considerations.

**7.2 Unsupported Assets**

AetherX does not support transactions involving digital assets not explicitly listed on its supported assets page. Attempting to deposit, withdraw, or transact in unsupported assets may result in:

**Permanent Loss of Unsupported Assets:**

Assets not listed as supported may not be recoverable if sent to AetherX wallets. Transactions involving unsupported assets may be permanently lost, as the AetherX system is not designed to process or interact with such assets.

**Disclaimer of Responsibility:**

AetherX disclaims any responsibility for losses or damages incurred as a result of transactions involving unsupported assets. Users are solely responsible for ensuring that they are transacting in supported assets only.

**7.3 Protocol Forks and Copies**

Due to the decentralized nature of blockchain technology, digital assets may undergo protocol forks or be subject to copies or "wrapped" versions. AetherX's policy on these changes is as follows:

**Supported Forks and Copies:**

AetherX will assess major forks on a case-by-case basis to determine which version of a blockchain or asset will be supported. Users will be notified of any adjustments or support changes via official communication channels.

**Unsupported Copies and Wrappers:**

AetherX does not guarantee support for any asset that replicates, modifies, or wraps a supported asset, as these versions may not align with AetherX's security or operational requirements.

**7.4 Risks of Unsupported Asset Transactions**

Users acknowledge the risks associated with unsupported asset transactions, including but not limited to:

**Irrecoverable Losses:**

Sending unsupported assets to an AetherX wallet may lead to permanent loss of the asset, as recovery mechanisms for unsupported assets are not available.

**Platform Security Risks:**

Interacting with unsupported assets could compromise account security, as these assets may not meet AetherX's strict security standards.

By transacting on AetherX, users agree to review and abide by the list of supported assets, acknowledge the risks associated with unsupported assets, and understand that AetherX bears no responsibility for assets that do not meet the platform's compatibility requirements.

## 8. Transactions and Finality of Digital Asset Transfers

AetherX facilitates digital asset transfers and transactions with a high level of security and efficiency. This section explains the finality of transactions conducted on the blockchain, user responsibilities, and limitations regarding reversals.

### 8.1 Finality of Blockchain Transactions

Blockchain transactions, once confirmed, are irrevocable and cannot be modified or reversed. The decentralized nature of blockchain technology ensures security and transparency, but it also means that all transactions are final once broadcasted to the blockchain.

**Irreversibility of Transactions:**

Once a transaction is submitted and confirmed on the blockchain, it is irreversible. Users are solely responsible for ensuring the accuracy of transaction details before initiating transfers, as mistakes cannot be corrected by AetherX after confirmation.

**Confirmation Responsibility:**

Users must verify all transaction details, including recipient addresses, transaction amounts, and supported blockchain compatibility, before confirming transactions. AetherX cannot recover funds sent to incorrect or unsupported addresses.

### 8.2 Transaction Confirmation and Responsibility

AetherX provides tools to help users confirm transaction details, but the responsibility remains with the user to ensure accuracy before initiating transfers.

**Verification of Address and Amount:**

Users should double-check recipient addresses and transaction amounts before proceeding. AetherX recommends verifying details multiple times to avoid potential losses, as incorrect information may result in the loss of funds.

**Supported Assets and Chains:**

Transactions must involve supported digital assets and blockchain networks as listed by AetherX. Transfers involving unsupported assets or blockchains are subject to risks and may result in unrecoverable funds.

**8.3 Limitations on Transaction Reversals and AetherX's Liability**

Due to the nature of blockchain technology, AetherX cannot reverse, cancel, or modify transactions once they are confirmed on the blockchain. Therefore, users must be aware of the following limitations:

**No Liability for User Errors:**

AetherX is not liable for losses resulting from user errors, including incorrect addresses, incompatible chains, unsupported assets, or typos. Users are solely responsible for transaction accuracy.

**Network and System Issues:**

In rare cases of blockchain network congestion or system maintenance, transactions may be delayed. AetherX will communicate known delays to users but is not responsible for network-related delays or issues beyond its control.

**Disclaimer of Responsibility for Irreversible Transactions:**

AetherX disclaims any responsibility for user-initiated transactions that cannot be reversed. Users acknowledge the finality of blockchain transactions and agree that AetherX holds no liability for losses due to irreversible transactions once broadcasted.

By using AetherX's platform, users accept full responsibility for confirming all transaction details prior to submission. AetherX strongly encourages users to exercise caution and due diligence when initiating digital asset transfers to prevent irreversible errors.

**9. Fees, Limits, and Funding**

AetherX is committed to transparency regarding fees, transaction limits, and funding processes. This section outlines the fee structure for deposits, withdrawals, and other platform services, along with jurisdictional and account-based funding limits.

**9.1 Fee Structure**

AetherX applies a detailed fee schedule to ensure operational sustainability and a secure user experience. Fees may vary based on transaction type, asset, and user account status.

**Deposit Fees:**

AetherX does not typically charge fees for deposits in supported digital assets.

However, users may incur blockchain network fees (gas fees) for deposits, which are beyond AetherX's control.

**Withdrawal Fees:**

Withdrawal fees are applied to cover blockchain transaction costs and platform operational expenses. These fees are displayed at the time of each transaction and vary by asset and network conditions. AetherX strives to keep withdrawal fees competitive and transparent.

**Platform Service Fees:**

Certain platform services, such as staking, premium trading tools, and other advanced features, may incur additional fees. Users are notified of these charges before they opt into any paid services.

## 9.2 Transaction and Funding Limits

AetherX enforces limits on deposits, withdrawals, and transaction volumes to comply with regulatory requirements and mitigate risk. These limits vary based on jurisdiction and user verification level.

**Account Verification Levels:**

Limits are influenced by the verification level of the user account. Higher verification levels may provide access to increased funding and withdrawal limits, while lower levels are subject to tighter restrictions.

**Jurisdictional Limits:**

AetherX complies with country-specific regulations and applies transaction and funding limits as required by local financial and compliance laws. Some jurisdictions may have more stringent limits based on regional restrictions or regulatory requirements.

**Daily and Monthly Limits:**

Users are assigned daily and monthly deposit and withdrawal limits depending on their verification status and geographical location. Specific limits are displayed in each user's account settings and may be increased by completing additional verification steps.

## 9.3 Funding Options and Restrictions

AetherX supports multiple methods for funding accounts, ensuring flexibility while adhering to security and compliance requirements.

**Supported Funding Methods:**

Funding options include digital asset transfers, with support for select fiat funding options based on the user's jurisdiction. Users can view available funding methods in their account settings.

**Restrictions on Funding Sources:**

AetherX only accepts funding from verified accounts and sources that comply with its AML (Anti-Money Laundering) policies. Funding from anonymous or unverified sources may be restricted or rejected.

**Third-Party Funding Prohibitions:**

Users must fund their AetherX accounts from accounts held in their own name. AetherX does not support funding from third-party accounts to protect against fraud and ensure compliance with financial regulations.

**9.4 Fee and Limit Adjustments**

AetherX reserves the right to adjust fees and limits periodically to respond to changes in network costs, regulatory requirements, and operational needs.

**Periodic Reviews and Updates:**

AetherX evaluates its fee structure and limits periodically to ensure competitiveness and transparency. Any changes to fees or limits are communicated to users through updates on the platform or via email notifications.

**User Responsibility to Review Fees and Limits:**

Users are responsible for reviewing the applicable fees and limits before initiating transactions. All applicable fees are displayed prior to the finalization of each transaction.

By using AetherX's platform, users agree to adhere to the specified fee schedule, transaction limits, and funding requirements. AetherX encourages users to regularly check their account settings for the most current fee and limit information.

**10. Transaction History and Tax Reporting**

AetherX provides users with comprehensive transaction records for review and supports users in meeting their tax obligations. This section outlines the scope of transaction history access, the limitations on AetherX's role in tax reporting, and user responsibilities.

**10.1 Access to Transaction History**

AetherX offers users a detailed transaction history to help manage their accounts and track transactions.

**Transaction Log Access:**

Users can access an itemized log of all transactions, including deposits, withdrawals, trades, and transfers, within their account dashboard. Transaction history can be filtered by date, transaction type, and asset for ease of reference.

**Data Export Options:**

For added convenience, users may download transaction records in formats like CSV or PDF, which can facilitate personal record-keeping, accounting, and reporting.

**Transaction Receipts:**

Receipts for individual transactions are available immediately upon completion and can be accessed within the account or sent to the user's registered email address.

**10.2 Tax Reporting Disclaimer**

AetherX provides transaction history as a courtesy to assist users with tax-related documentation; however, tax compliance remains the user's responsibility.

**Tax Liability:**

Users are solely responsible for determining, calculating, and reporting any tax obligations related to transactions and holdings of AetherX tokens (AETX) and other digital assets. Tax treatment of digital assets varies by jurisdiction, and users are advised to consult with tax professionals.

**Transaction History for Tax Purposes:**

AetherX transaction records may be used by users as supporting documentation for tax filings. However, AetherX makes no guarantees about the completeness of this data for tax purposes and encourages users to verify information before filing.

**Limitations of AetherX's Role in Tax Compliance:**

While AetherX provides access to transaction history, it does not offer specific tax advice or guidance on filing obligations. Users must independently verify and report all relevant information, including gains, losses, or income derived from digital assets.

**10.3 Compliance with Jurisdictional Tax Requirements**

AetherX complies with regulatory requests related to tax compliance where legally mandated, including potential disclosure of user transaction information.

**International Tax Compliance:**

Users based outside the United States should be aware of their home country's tax obligations regarding digital assets and report accordingly. Certain jurisdictions may require AetherX to report user activity to tax authorities.

**User Consent for Disclosure (If Required by Law):**

In cases where AetherX is legally required to disclose transaction information for tax reporting or compliance, user consent may be implied by the continued use of the platform. AetherX aims to notify affected users where legally permissible.

By using the AetherX platform, users acknowledge and accept the terms regarding access to transaction history and tax reporting obligations.

## 11. Privacy Policy and Data Collection

AetherX values the privacy and security of user data. This section outlines the types of data collected, purposes for collection, and how AetherX uses, stores, and shares this data, with a commitment to compliance and transparency.

### 11.1 Data Collection Overview

AetherX collects and stores user data as necessary for platform functionality, regulatory compliance, and enhanced security.

#### **Personal Information:**

During account registration, AetherX may collect personally identifiable information (PII) such as name, date of birth, address, email, phone number, and government-issued identification. This information is essential for verifying user identity and meeting regulatory requirements.

#### **Transactional Data:**

AetherX collects information on all transactions performed on the platform, including deposits, withdrawals, trades, and transfers. Transactional data is used for record-keeping, tax documentation, and compliance with anti-money laundering (AML) and counter-terrorist financing (CTF) regulations.

#### **Technical and Usage Data:**

AetherX may gather technical data (e.g., IP addresses, device information, login data, and location data) to improve user experience, monitor account security, and analyze platform usage trends. Cookies and similar technologies may be used to enhance navigation, though users can manage cookie preferences.

### 11.2 Use of Data for Regulatory Compliance

AetherX is committed to maintaining a secure and compliant environment, which involves data processing in line with legal standards.

#### **AML/CTF Compliance:**

Collected data helps AetherX detect, prevent, and report suspicious activities, including compliance with AML and CTF obligations. This includes continuous monitoring of transactions and adherence to "know your customer" (KYC) protocols.

#### **Fraud Prevention and Account Security:**

Data is also used to verify identities, detect fraudulent activity, and ensure secure account access through methods like two-factor authentication (2FA).



**Legal Disclosures:**

AetherX may be required to disclose user data to regulatory authorities or law enforcement if mandated by law or in response to valid legal requests, subpoenas, or court orders.

**11.3 User Consent and Data Processing**

By using the AetherX platform, users consent to the collection and processing of personal data as outlined.

**User Rights and Consent:**

Users have the right to access, correct, or delete their personal data, in line with applicable laws. Consent for data collection is implied through continued platform usage; however, users may contact AetherX support to request changes or deletion of their data.

**Data Retention:**

AetherX retains user data for as long as necessary to fulfill regulatory, tax, and security obligations. Upon account closure, certain data may still be retained for a minimum period as required by law.

**11.4 Third-Party Data Sharing**

AetherX may engage third-party partners to provide enhanced platform services while maintaining user privacy.

**Service Providers:**

AetherX works with external service providers (e.g., for identity verification, fraud prevention, and data storage) who may access personal data under strict confidentiality agreements and for the purpose of providing specific services only.

**Data Sharing Restrictions:**

AetherX does not sell user data and only shares data with third parties as required for compliance, security, or specific operational needs. All data sharing complies with applicable privacy regulations.

**International Transfers:**

AetherX ensures that any transfer of user data across borders follows local and international data protection standards, with agreements in place to safeguard data transferred to jurisdictions with different privacy laws.

By using AetherX, users acknowledge the terms of this Privacy Policy, consenting to data collection, processing, and sharing in accordance with the purposes stated above.

**12. User Account Security and Responsibility**

AetherX is committed to providing a secure platform but emphasizes that users are also responsible for safeguarding their accounts. This section outlines security measures, user responsibilities, and AetherX's limitations of liability in cases of user negligence.

## **12.1 User Responsibilities for Account Security**

### **Password Management:**

Users must choose strong passwords, regularly update them, and avoid sharing login credentials. Passwords should be unique to AetherX and not reused across different accounts or services.

### **Two-Factor Authentication (2FA):**

AetherX strongly encourages users to enable 2FA as an added layer of security. This feature reduces the risk of unauthorized access by requiring a secondary authentication factor, such as a one-time code sent to the user's mobile device or authenticator app.

### **Secure Devices and Networks:**

Users should access the AetherX platform only from secure, trusted devices and networks. It is advisable to avoid public Wi-Fi when logging into accounts and to use devices protected by antivirus software and firewalls.

### **Regular Monitoring of Account Activity:**

Users are responsible for monitoring their accounts regularly. If they detect unusual activity, they must report it to AetherX support immediately. Prompt reporting can help mitigate losses and improve the chances of account recovery.

## **12.2 Liability for Unauthorized Access and Account Misuse**

### **Limitations of AetherX's Liability:**

AetherX cannot be held liable for losses arising from unauthorized access due to user negligence. This includes, but is not limited to, failure to secure passwords, failure to enable 2FA, sharing login credentials, or using insecure devices or networks.

### **User Liability:**

Users bear full responsibility for any activities conducted under their accounts. AetherX may investigate unauthorized activities if reported promptly; however, users may be liable for any losses if it is determined that negligence or non-compliance with security protocols contributed to the unauthorized access.

### **Account Locking and Recovery:**

In cases of suspected fraud or account compromise, AetherX reserves the right to temporarily lock an account for further investigation. Users must cooperate with

AetherX's support team and provide necessary verification information to regain access.

### **12.3 Reporting Security Incidents**

If users suspect that their account or credentials have been compromised:

#### **Immediate Reporting:**

Users must immediately notify AetherX support of any security incidents. This prompt reporting allows AetherX to take steps to protect the account and prevent further unauthorized activities.

#### **Incident Documentation:**

Users may be asked to provide information or documents related to the incident for AetherX's investigation. Failure to comply may limit AetherX's ability to assist in recovery efforts.

By using AetherX, users agree to adhere to these security protocols and understand that failure to follow them may result in limited liability from AetherX in the event of unauthorized access or account misuse.

## **13. Prohibited Activities**

AetherX aims to maintain a secure and compliant platform and strictly prohibits any illegal or non-compliant activities that could compromise the integrity of the platform or violate regulatory requirements. This section outlines specific prohibited activities, the obligations of users to adhere to these guidelines, and the potential consequences of violations.

### **13.1 List of Prohibited Activities**

Users are strictly prohibited from engaging in the following activities on the AetherX platform:

#### **Illegal Transactions:**

Engaging in activities that violate local, state, national, or international laws or regulations, including transactions that facilitate, support, or finance illegal conduct.

#### **Money Laundering and Terrorist Financing:**

Utilizing the AetherX platform for money laundering, funding of terrorism, or any activity that breaches Anti-Money Laundering (AML) and Counter-Terrorist Financing (CTF) regulations.

#### **Fraud and Deception:**

Involvement in fraudulent activities, including misrepresentation, identity theft, or unauthorized access to accounts for financial gain or malicious purposes.

**Use of Prohibited Markets and Darknet Activities:**

Transactions that involve any prohibited markets, such as darknet marketplaces or services known for illegal activities, are strictly forbidden.

**Transactions in Restricted Jurisdictions:**

Conducting transactions or attempting to access the platform from countries or regions subject to sanctions or regulatory restrictions. These jurisdictions may include, but are not limited to, countries under United Nations or U.S. Department of the Treasury Office of Foreign Assets Control (OFAC) sanctions.

**Cyber Attacks and Malicious Software:**

Attempts to harm the platform or its users by transmitting viruses, malware, or other harmful code, or by conducting any form of cyber attack, including phishing and denial-of-service (DoS) attacks.

**Market Manipulation and Insider Trading:**

Engaging in market manipulation, insider trading, wash trading, or any other activity that seeks to distort or manipulate the AetherX token (AETX) price or other supported assets.

**Pyramid Schemes and Ponzi Schemes:**

Participation in multi-level marketing (MLM), Ponzi, or pyramid schemes or any scheme structured to deceive or defraud other users.

**13.2 Consequences of Prohibited Activities**

Engaging in prohibited activities may result in the following actions:

**Account Suspension or Termination:**

AetherX reserves the right to suspend or permanently terminate accounts engaged in prohibited activities, without prior notice, to protect the platform's integrity and comply with regulatory standards.

**Reporting to Authorities:**

AetherX may report violations to relevant law enforcement or regulatory agencies. This may include sharing personal information, transaction records, or other relevant data as required by law.

**Asset Freezing or Forfeiture:**

Assets associated with prohibited activities may be frozen, forfeited, or otherwise restricted in compliance with regulatory directives or as deemed necessary by AetherX.

**Legal Action:**

Users who engage in prohibited activities may be subject to legal action, including

civil or criminal proceedings, for damages or fines arising from non-compliance with the terms of use and applicable laws.

By using AetherX, users agree to abstain from prohibited activities and understand that violations may have severe consequences, including but not limited to legal ramifications and loss of account privileges. AetherX is committed to enforcing these standards to ensure a compliant, secure, and ethical platform for all users.

## **14. Restricted Addresses and Forfeited Assets**

AetherX maintains strict policies regarding the use of addresses associated with illegal activity. This section outlines AetherX's right to block transactions involving such addresses, the conditions under which assets may be frozen or forfeited, and the policies regarding cooperation with law enforcement.

### **14.1 Restricted Addresses**

To ensure a secure and compliant environment, AetherX reserves the right to monitor and control transactions involving certain blockchain addresses that may pose risks to the platform or its users. This includes:

#### **Blocking Addresses Involved in Suspicious Activities:**

AetherX may block or restrict transactions to or from addresses suspected of engaging in or facilitating illegal activities, such as fraud, money laundering, or terrorist financing. This measure is applied to prevent potential harm to users and to ensure compliance with applicable laws and regulations.

#### **Regular Screening and Monitoring:**

AetherX conducts ongoing monitoring of transactions and blockchain addresses against lists provided by governmental agencies, financial institutions, and law enforcement. If an address is flagged for any illicit activities, it may be designated as a restricted address.

### **14.2 Forfeited Assets**

AetherX may, under certain circumstances, freeze or permanently forfeit assets associated with accounts or addresses identified as restricted. This includes:

#### **Freezing of Assets Pending Investigation:**

If an address or account is flagged for suspicious activities, AetherX may temporarily freeze associated assets while an investigation is conducted. This may involve cooperation with law enforcement agencies to determine the legitimacy of the assets.

#### **Permanent Forfeiture:**

In cases where assets are confirmed to be linked to criminal activity, AetherX

reserves the right to permanently seize or forfeit these assets in compliance with legal directives or applicable regulations. Users understand that such assets will not be recoverable, and any attempt to recover them may be subject to legal proceedings.

### **14.3 Reporting to Law Enforcement**

AetherX is committed to complying with local, national, and international regulatory frameworks. Therefore:

#### **Cooperation with Authorities:**

AetherX may, upon request or as legally required, share user information, transaction history, and other relevant data with law enforcement agencies investigating illegal activities. This may include cases involving restricted addresses or forfeited assets.

#### **Preventive Measures:**

AetherX proactively works with law enforcement and regulatory bodies to prevent, detect, and address any potential misuse of its platform. This may involve sharing data for cases that raise red flags or are associated with heightened risk profiles.

By engaging with AetherX, users agree to abide by these restrictions, understand the consequences associated with restricted addresses, and acknowledge that assets tied to illegal activities may be subject to forfeiture. AetherX is committed to upholding these standards to protect its users and ensure compliance with regulatory and legal requirements.

## **15. AML and CTF Compliance**

AetherX is fully committed to maintaining a secure platform in compliance with Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) regulations. This section details AetherX's approach to these obligations, including preventive measures, user verification processes, and the company's responsibilities for regulatory reporting and cooperation with law enforcement.

### **15.1 Approach to AML and CTF Obligations**

AetherX's AML and CTF policies are designed to detect, prevent, and report any activities that could be related to money laundering, terrorist financing, or other forms of financial crime. This approach includes:

#### **User Verification and KYC Procedures:**

AetherX employs rigorous Know Your Customer (KYC) protocols to verify the identity of each user. This process may involve collection of personal data, government-issued identification, and additional verification steps to establish the legitimacy of each user and their source of funds.

**Continuous Monitoring:**

AetherX performs ongoing transaction monitoring to identify and flag unusual or suspicious activity. This includes tracking high-value transactions, repetitive transactions to or from specific addresses, and transactions from jurisdictions with elevated financial crime risks.

**Data Retention:**

AetherX stores all relevant user and transaction data in compliance with AML/CTF regulations. This data is maintained securely and may be used to assist authorities in the event of a compliance review or investigation.

## 15.2 Reporting Obligations

To fulfill regulatory requirements, AetherX has established clear guidelines and protocols for reporting suspicious activities to the appropriate authorities. This includes:

- **Suspicious Activity Reports (SARs):**  
If AetherX identifies any transaction or account that appears linked to money laundering, terrorist financing, or other illicit activities, a Suspicious Activity Report (SAR) will be filed with the relevant authorities in compliance with applicable law.
- **Threshold-Based Reporting:**  
AetherX may be required to report transactions that exceed specific monetary thresholds, depending on jurisdictional requirements. These transactions are reviewed and reported to ensure adherence to local and international AML/CTF standards.
- **Cooperation with Regulatory Bodies:**  
AetherX is committed to fully cooperating with governmental and regulatory agencies in conducting investigations related to financial crime. This includes sharing requested data, records, and transaction details as required by law.

## 15.3 User Responsibilities

AetherX users are expected to act in full compliance with AML and CTF regulations. By using the AetherX platform, users agree to:

- **Provide Accurate Information:**  
Users must provide accurate and truthful information during the KYC process and promptly update their information if it changes. Misrepresentation of identity or information is grounds for account suspension or termination.
- **Abstain from Prohibited Activities:**  
Users agree not to engage in activities that could be perceived as money laundering, financing of terrorism, or any other financial crime. Users found to be in violation of these terms may have their accounts suspended, and their information may be reported to authorities.

By adhering to stringent AML and CTF policies, AetherX aims to provide a secure environment that prevents the misuse of digital assets while supporting the integrity of global financial systems.

## 16. Disclaimers and Limitation of Liability

AetherX provides its services on an “as is” basis, without warranties of any kind, to the fullest extent permitted by law. This section details AetherX’s disclaimers of liability and outlines specific limitations regarding its obligations, particularly in instances of system interruptions, blockchain-related issues, and market volatility.

### 16.1 Disclaimer of Liability

AetherX disclaims all liability for damages or losses arising from factors beyond its direct control, including but not limited to:

- **System Interruptions:**  
AetherX cannot guarantee uninterrupted access to its platform or services due to potential system maintenance, network outages, security incidents, or other technical disruptions. During these periods, access to accounts or the ability to conduct transactions may be limited or unavailable.
- **Market Volatility:**  
The prices of digital assets, including AetherX Token (AETX), can fluctuate significantly and unpredictably. AetherX is not responsible for any losses or gains resulting from market volatility or changes in the valuation of assets.
- **Blockchain and Protocol Issues:**  
AetherX operates in reliance on blockchain technology and third-party protocols, which may experience disruptions, forks, or failures. AetherX assumes no responsibility for any losses arising from technical issues on supported blockchains or delays due to network congestion.
- **Third-Party Risks:**  
AetherX may integrate with or utilize third-party services for certain functions. AetherX is not liable for any errors, security breaches, or service interruptions caused by third-party providers, nor does it assume liability for losses incurred due to the use of these services.

### 16.2 Limitation of Liability

In no event shall AetherX be liable for:

- **Indirect, Incidental, or Consequential Damages:**  
AetherX is not responsible for indirect damages, including but not limited to loss of profits, revenue, or data, arising from the use or inability to use the AetherX platform. This applies even if AetherX has been advised of the possibility of such damages.



- **Limitation on Total Liability:**  
The total aggregate liability of AetherX, in all circumstances and under any theory of liability, is strictly limited to the actual amount of fees paid by the user to AetherX in the twelve (12) months preceding the event giving rise to the claim.
- **No Liability for Unauthorized Access:**  
Users are responsible for maintaining the security of their accounts, including login credentials and two-factor authentication (2FA) settings. AetherX disclaims liability for any unauthorized access due to user negligence or compromised security credentials.

### 16.3 Force Majeure

AetherX is not liable for delays or interruptions in service due to circumstances beyond its reasonable control, including acts of God, natural disasters, government actions, cyber-attacks, or other unforeseeable events.

By using AetherX services, users agree to these limitations of liability and acknowledge the inherent risks associated with digital asset transactions, blockchain technology, and market volatility.

## 17. Taxes and User Obligations

AetherX outlines the tax responsibilities of users when conducting digital asset transactions on its platform. Users are solely responsible for understanding and fulfilling their tax obligations as they pertain to transactions on the AetherX platform.

### 17.1 User Responsibility for Tax Compliance

#### **Tax Obligations:**

Users are responsible for determining and complying with any applicable taxes arising from their use of the AetherX platform and related transactions, including, but not limited to, gains, losses, or income from trading or holding AetherX Token (AETX) and other digital assets.

#### **No Tax Advice:**

AetherX does not provide tax advice, guidance, or legal counsel. Users are advised to consult qualified tax professionals to understand how their activities on the platform may be treated for tax purposes.

### 17.2 Provision of Transaction Records

#### **Transaction History Access:**

AetherX provides users with access to their detailed transaction history, which they may use for reference in tax calculations and reporting. Users are encouraged to review their transaction history regularly to ensure accuracy and completeness.

**No Obligation for Tax Reporting:**

AetherX's responsibility is limited to providing transaction records. It does not report user activities to tax authorities, except as required by law or regulatory obligations. Users must report their tax liabilities directly to relevant authorities as applicable.

By using the AetherX platform, users acknowledge their responsibility for fulfilling all applicable tax requirements and agree that AetherX holds no liability for any tax-related claims or disputes resulting from their digital asset transactions.

## 18. Communications and Notifications

AetherX establishes guidelines for communications with users regarding account updates, notifications, and important information related to platform use. By registering and maintaining an account on AetherX, users agree to receive these communications as outlined below.

### 18.1 Consent to Electronic Communications

**Electronic Delivery:**

Users consent to receive communications electronically, which may include emails, platform notifications, text messages, and other electronic formats. These communications include, but are not limited to, important updates on account activity, security alerts, changes to the terms, and notifications related to AetherX Token (AETX) and other digital asset transactions.

**Binding Communication:**

Electronic communications sent by AetherX are legally binding and are deemed received by the user upon transmission. Users are encouraged to monitor their communication channels regularly to stay informed of important updates.

### 18.2 Communication Preferences and Opt-Out Options

**Preferences Management:**

Users can manage their communication preferences within their AetherX account settings, including opting into or out of non-essential notifications. Certain critical communications (e.g., security alerts, legal updates) cannot be opted out of due to their importance for user security and regulatory compliance.

**Unsubscribing from Non-Essential Communications:**

Users wishing to limit communications can unsubscribe from non-essential notifications by following the instructions provided in each communication or by adjusting their account settings. Note that unsubscribing from certain communications may impact user awareness of new features, promotions, and updates.

### 18.3 Responsibility for Accurate Contact Information

**Maintaining Updated Contact Information:**

Users are responsible for ensuring that their contact details (e.g., email address, phone number) in their AetherX account are accurate and current. AetherX is not liable for any consequences resulting from a user's failure to update their contact information.

By agreeing to these terms, users acknowledge their acceptance of AetherX's electronic communication policy and the responsibility to manage their preferences accordingly.

**19. Amendments and Modifications to Terms**

AetherX reserves the right to modify these Terms at its discretion to ensure compliance with legal requirements, improve services, or reflect changes in business practices. The following outlines AetherX's approach to amending these Terms and the responsibilities of users regarding updated terms.

**19.1 Right to Amend****Scope of Amendments:**

AetherX may modify, add, or remove terms at any time to reflect changes in laws, regulations, operational practices, or platform features. These changes ensure the Terms remain up-to-date and legally compliant.

**Effective Date of Changes:**

Any modifications to the Terms are effective immediately upon posting unless stated otherwise. The date of the most recent update is noted at the top of these Terms, and users are encouraged to review this section regularly.

**19.2 Notification of Changes****Notification Methods:**

AetherX will communicate material changes to the Terms through electronic communications, including email and in-platform notifications. For significant updates that may impact user rights or obligations, AetherX will make reasonable efforts to provide advance notice, allowing users to review the changes before they take effect.

**Material vs. Minor Updates:**

Material changes include modifications affecting key user rights, obligations, or service fees. Minor updates (e.g., language clarifications or technical adjustments) may not receive individual notifications but will still be reflected in the posted Terms.

**19.3 User Obligations and Continued Use**

**Agreement to Updated Terms:**

By continuing to use the AetherX platform and services following any updates to these Terms, users agree to and accept the revised terms. Users who do not agree with the updated Terms must cease using the platform immediately.

**User Review Responsibility:**

Users are responsible for reviewing the Terms periodically to stay informed of updates. Continued access and usage of AetherX services imply acknowledgment and acceptance of the current Terms.

**19.4 Retaining Previous Versions of Terms****Archival Access:**

AetherX will maintain an archive of previous versions of the Terms for user reference. Users may contact AetherX support if they require access to a specific version applicable to their previous use of the platform.

By utilizing AetherX's platform, users agree to the Terms and acknowledge AetherX's right to modify them as needed.

**20. Transaction Reversals and Insufficient Funds**

This section outlines the policies and procedures AetherX follows in the event of insufficient funds during transactions, including reversal processes and related responsibilities. AetherX may take specific actions to rectify such situations, and users are responsible for any associated fees.

**20.1 Insufficient Funds for Transactions****Transaction Reversal Conditions:**

If a user initiates a transaction that cannot be fully processed due to insufficient funds in their account, AetherX reserves the right to reverse the transaction. Reversal actions may also occur if the transaction fails due to network conditions, regulatory restrictions, or suspected unauthorized activity.

**Notification of Reversal:**

In the event of a transaction reversal, AetherX will notify the user through the registered email address and in-platform notifications. Users should monitor notifications to remain informed of any issues that may arise.

**20.2 Reversal Fees and Associated Charges****Responsibility for Fees:**

Users are liable for any fees resulting from a transaction reversal. Fees may include administrative charges, processing fees, or any third-party charges associated with

the attempted transaction. Users agree to reimburse AetherX for these fees promptly.

**Recovery of Insufficient Funds:**

In cases where the account balance is insufficient to cover fees, AetherX reserves the right to deduct these amounts from future deposits or transactions. Users may also be temporarily restricted from certain features until fees are resolved.

**20.3 Account Suspension and Negative Balances**

**Temporary Suspension:**

AetherX may suspend account access or restrict services if a user has a negative balance or unpaid fees due to transaction reversals. Access will be restored upon successful resolution of any outstanding obligations.

**Resolution of Negative Balances:**

Users with a negative balance due to transaction reversals must promptly fund their account to restore a positive balance. Failure to resolve negative balances may result in further actions, including account suspension or limitation of services.

**20.4 Additional Charges and Collection Efforts**

**Third-Party Collection Costs:**

AetherX reserves the right to engage third-party collection services to recover outstanding fees or negative balances if users fail to address these obligations. Users will be responsible for any additional costs incurred during the collection process, including legal and administrative fees.

By using AetherX's services, users agree to these terms regarding transaction reversals and accept full responsibility for maintaining sufficient funds and covering any associated fees.

**21. Ownership of Intellectual Property**

This section defines the ownership and use of AetherX's intellectual property, including trademarks, proprietary materials, and platform content. It also outlines user obligations regarding intellectual property to protect AetherX's assets and legal rights.

**21.1 Intellectual Property Ownership**

**Rights to AetherX Materials:**

AetherX retains all rights, title, and interest in and to its intellectual property, including, but not limited to, trademarks, logos, brand names, proprietary software, and content on the AetherX platform. All related intellectual property rights are

protected by applicable copyright, trademark, and trade secret laws, as well as other relevant intellectual property laws and international treaties.

**Trademark Usage:**

Users agree not to use any AetherX trademarks, logos, or other identifying symbols in any manner that could mislead, confuse, or imply unauthorized association with AetherX. Any use of AetherX trademarks requires prior written consent from AetherX.

## **21.2 User Limitations on Intellectual Property**

**Restrictions on Use:**

Users are prohibited from copying, modifying, reproducing, republishing, uploading, posting, publicly displaying, encoding, translating, transmitting, or distributing any part of the AetherX platform, including text, graphics, software, or other materials without prior written permission from AetherX.

**Prohibited Activities:**

Users may not reverse engineer, disassemble, or decompile any part of the AetherX platform to discover its underlying technology, source code, or proprietary algorithms. Additionally, creating derivative works or adaptations based on AetherX's intellectual property is strictly prohibited.

## **21.3 License to Use AetherX Platform**

**Limited User License:**

AetherX grants users a non-exclusive, non-transferable, revocable license to access and use the platform for personal or institutional use in accordance with this Agreement. This limited license does not grant users any ownership rights to AetherX's intellectual property, and all rights not expressly granted herein are reserved by AetherX.

**License Termination:**

AetherX may terminate the user's license to use the platform at any time without prior notice if there is a breach of this Agreement or if the user engages in any unauthorized or prohibited activities. Upon termination, users are required to cease any use of AetherX intellectual property immediately.

## **21.4 Intellectual Property Violations**

**Reporting Infringements:**

AetherX encourages users to report any unauthorized use of its intellectual property or suspected intellectual property violations. Users can submit reports by contacting AetherX's support team through official channels.

**Legal Recourse:**

AetherX reserves the right to pursue legal remedies to protect its intellectual property rights, including seeking damages, injunctive relief, and other appropriate measures under the law. Users found in violation of these terms may face civil or criminal penalties.

By using the AetherX platform, users acknowledge and agree to respect AetherX's intellectual property rights and to comply with these terms regarding the use of AetherX materials.

## 22. Limited License and Use Restrictions

This section defines the permissions and restrictions associated with user access to the AetherX platform, detailing specific responsibilities and limitations on usage to protect the integrity and security of AetherX's digital ecosystem.

### 22.1 Limited License to Access AetherX Platform

**Grant of License:**

AetherX grants users a limited, non-exclusive, non-transferable, revocable license to access and use the AetherX platform strictly for personal or institutional use in accordance with the terms outlined in this Agreement. This license permits users to utilize the platform's functionalities as intended and does not convey any ownership of intellectual property or technology related to the platform.

**Scope of Use:**

The license is restricted to the use of the AetherX platform and its services for lawful, authorized transactions involving supported digital assets. Users are prohibited from utilizing the platform for any activities beyond the platform's intended scope as described in this Agreement.

### 22.2 Prohibited Actions and Use Restrictions

**Unauthorized Access and Modifications:**

Users are not permitted to modify, adapt, alter, translate, or create derivative works based on the AetherX platform, including software, code, or other proprietary materials. Any unauthorized alterations to the platform's code or functionality are strictly prohibited and may result in account termination.

**Data Scraping and Automated Access:**

Users may not use automated systems, bots, crawlers, or data mining tools to extract or collect data from the AetherX platform without explicit written permission from AetherX. Unauthorized data scraping or automated access to the platform is strictly prohibited to prevent security risks and protect user data integrity.

**Reverse Engineering and Decompilation:**

Users are prohibited from reverse engineering, disassembling, decompiling, or attempting to discover the source code or proprietary algorithms within the AetherX platform. Any attempt to circumvent security measures, encryption, or other technological protections on the platform is a violation of this Agreement and may be subject to legal action.

**22.3 User Responsibilities and Obligations****Compliance with Terms and Law:**

Users agree to utilize the AetherX platform only in compliance with this Agreement and all applicable laws and regulations. Any unauthorized or illegal use of the platform, including circumventing security protocols or accessing restricted areas of the platform, may lead to immediate suspension or termination of access.

**Reporting Security Issues:**

Users are encouraged to report any security vulnerabilities, suspicious activities, or potential breaches to AetherX immediately. AetherX is committed to maintaining platform security and may reward users who assist in identifying legitimate security risks.

**22.4 Violations and Consequences****Consequences of Violations:**

Violations of these use restrictions may result in temporary or permanent suspension of user access to the AetherX platform, account termination, and legal actions, including claims for damages. AetherX reserves the right to take necessary action to enforce these restrictions and maintain platform integrity.

**Legal Recourse:**

AetherX retains the right to seek legal remedies against users who violate these terms, including but not limited to filing claims for damages, seeking injunctive relief, or pursuing criminal prosecution where applicable. Users found in breach of these terms may be held financially responsible for any resulting damages or losses.

By accessing the AetherX platform, users acknowledge and agree to adhere to these use restrictions and understand the consequences of any unauthorized activities.

**23. Risk Factors and Disclosures**

This section addresses the various risks associated with using AetherX services and holding AetherX tokens (AETX) or other supported digital assets. Users should carefully review these risks and disclosures, as they outline potential vulnerabilities that could impact asset value, accessibility, or user security.



## 23.1 Digital Asset Volatility

### **Price Fluctuations:**

Digital assets, including AetherX tokens (AETX), are subject to significant price volatility. The value of AETX or other digital assets can change rapidly, sometimes unpredictably, based on market conditions, investor sentiment, technological advancements, and external economic factors. Users acknowledge that such volatility may result in substantial gains or losses.

### **Impact of Market Demand:**

The market value of AetherX tokens may be influenced by demand and trading volume on various exchanges. While AetherX strives to maintain liquidity, the token's value is not guaranteed and can fluctuate based on external factors beyond AetherX's control.

## 23.2 Regulatory Risks

### **Regulatory Changes:**

The regulatory landscape for digital assets is rapidly evolving, and new laws or changes to existing laws may impact AetherX services, including the holding, trading, or transfer of AETX. Regulatory developments at local, national, or international levels could affect the availability of services, compliance obligations, or asset value.

### **Compliance and Legal Obligations:**

Users are responsible for understanding and adhering to applicable regulations related to digital asset ownership, including tax reporting and compliance requirements. AetherX does not provide tax advice and recommends users consult legal or financial advisors to ensure compliance with relevant laws.

## 23.3 Cybersecurity Threats and Technological Risks

### **Cybersecurity Threats:**

The AetherX platform and blockchain networks face risks from cybersecurity threats, including hacking, phishing, malware, and denial-of-service attacks. While AetherX employs robust security measures, there is no absolute protection against these threats, and users acknowledge the risk of potential losses due to unauthorized access.

### **Smart Contract and Protocol Risks:**

Digital assets such as AETX operate on blockchain technology, and their functionality relies on smart contracts and decentralized protocols. Errors, bugs, or vulnerabilities in the blockchain code or protocols could lead to loss or impairment of assets, transaction errors, or inability to access tokens. Users acknowledge the technical risks inherent in blockchain-based assets.

## 23.4 Operational and Technical Risks

### **Network Congestion and Downtime:**

The AetherX platform and underlying blockchain networks may experience network congestion, leading to delays in transaction processing, limited accessibility, or increased transaction fees. Users acknowledge that these operational factors are beyond AetherX's control and may impact transaction speed and service availability.

### **Forks and Blockchain Alterations:**

Blockchain networks supporting AetherX tokens (AETX) may undergo changes, such as forks or upgrades, which could alter the asset's properties or lead to the creation of alternative assets. AetherX may choose to support or ignore specific forks, at its discretion, and users should be aware of potential risks associated with such changes.

## 23.5 Third-Party Services and Exchange Risks

### **Reliance on Third-Party Exchanges:**

Users may buy, sell, or transfer AETX through third-party exchanges or platforms not controlled by AetherX. AetherX is not responsible for the security, availability, or regulatory compliance of third-party services, and users acknowledge the risks associated with trading on external platforms.

### **Loss of Private Keys on Third-Party Wallets:**

Users who store AETX in non-custodial or third-party wallets are responsible for securing their private keys. Loss or compromise of private keys could lead to irreversible asset loss, and AetherX cannot assist in recovering lost or inaccessible assets held on third-party wallets.

## 23.6 Risk of Asset Loss

### **Irreversibility of Transactions:**

Transactions conducted on the blockchain are irreversible. Once a transaction is confirmed, it cannot be undone. Users are responsible for verifying transaction details before proceeding and accept that any error in recipient address or asset type may lead to permanent loss.

### **Risk of Platform or Token Discontinuation:**

AetherX may, under certain circumstances, discontinue or modify its services or the AetherX token. Such changes could impact the value or usability of AETX. AetherX disclaims liability for any losses arising from such discontinuation or changes to the token or platform services.

By using AetherX services or holding AetherX tokens (AETX), users acknowledge and accept these inherent risks and agree to proceed at their own discretion and

responsibility. AetherX recommends users conduct thorough research and consult financial advisors when managing digital assets.

## **24. Third-Party Services and Transactions**

This section outlines the responsibilities and liabilities related to any interactions or transactions that AetherX users may have with third-party services or platforms. AetherX provides access to digital asset services, but users should be aware of potential risks when engaging with external services or transactions that involve third parties.

### **24.1 Use of Third-Party Services**

#### **Access to Third-Party Services:**

The AetherX platform may integrate or facilitate access to certain third-party services, including exchanges, wallets, financial services, and other digital asset providers. These services are provided by independent parties not controlled by AetherX, and AetherX does not endorse, verify, or guarantee the quality, security, or legality of these services.

#### **User Responsibility:**

Users are responsible for independently assessing and verifying the terms, security, and regulatory compliance of third-party services before engaging. AetherX encourages users to conduct their own due diligence and to understand any third-party policies, fees, and transaction processes.

### **24.2 Transactions on Third-Party Platforms**

#### **Transaction Risks and Issues:**

Transactions involving AetherX tokens (AETX) or other digital assets conducted on third-party platforms may carry risks, including delays, potential asset loss, or unforeseen charges. AetherX is not liable for any issues arising from transactions processed outside its direct platform, including those made through third-party exchanges, wallets, or financial services.

#### **Market Value and Exchange Rates:**

AetherX does not control the valuation or exchange rates of AetherX tokens (AETX) on third-party platforms, and users may experience price discrepancies, volatility, or liquidity issues. AetherX is not responsible for any gains or losses incurred due to market conditions or exchange rate fluctuations on external platforms.

### **24.3 Limited Liability for Third-Party Issues**

#### **No Responsibility for Third-Party Failures:**

AetherX is not responsible for the security, reliability, or functionality of any third-party platform, wallet, or exchange. Users acknowledge that third-party service

issues, including breaches, system outages, or non-compliance with regulations, are beyond AetherX's control, and AetherX disclaims liability for any resulting losses or damages.

**Limitations on Support for Third-Party Transactions:**

AetherX provides limited support for transactions involving third-party services and cannot assist with issues such as lost assets, delays, or disputes on external platforms. For assistance, users must contact the third-party service provider directly.

**24.4 No Guarantee of Continued Access to Third-Party Services**

**Right to Discontinue Third-Party Integrations:**

AetherX reserves the right to modify, limit, or discontinue any integration with third-party services at its discretion. Users understand that AetherX may alter or remove access to external services without notice and disclaims any liability for disruptions or impacts on user transactions due to such changes.

**No Endorsement of Third-Party Services:**

Any third-party service available through or mentioned on the AetherX platform does not imply endorsement or verification of its legitimacy or quality by AetherX. Users assume all risk when interacting with third-party services, and AetherX advises caution and thorough research before transacting with external providers.

By engaging with third-party services or platforms, users agree to these terms and acknowledge that AetherX's responsibilities are limited to providing the platform's direct functionalities, without extending to external services or associated risks.

**25. Force Majeure**

This section addresses AetherX's obligations and limitations of liability in cases where unforeseen and uncontrollable events, commonly referred to as "force majeure" events, impact the platform's operations or user transactions. AetherX is committed to maintaining its services; however, certain events may hinder or prevent normal operations beyond AetherX's control.

**25.1 Definition of Force Majeure Events**

**Scope of Force Majeure Events:**

Force majeure events include, but are not limited to, natural disasters (e.g., earthquakes, floods, hurricanes), acts of war, terrorism, civil disturbances, significant changes in government regulations, national or global pandemics, cyberattacks, widespread internet outages, power failures, and similar events that are beyond AetherX's reasonable control.

**25.2 Limitations of Liability in Force Majeure Circumstances**

**Exemption from Liability:**

AetherX shall not be held liable for any failure or delay in providing services or fulfilling its obligations under these Terms if such failure or delay is due to a force majeure event. This includes delays in processing transactions, accessibility issues, or temporary suspension of services resulting from such events.

**Extent of Limited Liability:**

In the event of a force majeure, AetherX will use reasonable efforts to resume services and ensure the security of assets held on the platform. However, AetherX disclaims liability for any direct, indirect, or consequential losses users may incur due to disruptions caused by force majeure events.

**25.3 Communication and Service Continuity Efforts****Notification to Users:**

In the event of a force majeure, AetherX will make reasonable efforts to notify users through its standard communication channels (e.g., email, platform announcements) regarding the status of services and expected timelines for recovery, to the extent that such communication is feasible given the circumstances.

**Efforts to Restore Services:**

AetherX will work diligently to restore access and functionality to its platform following any force majeure event, implementing measures to protect user assets and reduce operational downtime. Users should be aware that certain services or transactions may be unavailable or restricted until full restoration is achieved.

**25.4 User Responsibility During Force Majeure Events****Independent Assessment and Alternative Solutions:**

Users are encouraged to assess their own risk tolerance and consider alternative means of managing or securing their assets if they anticipate potential disruptions due to force majeure. AetherX recommends that users monitor external conditions (such as regulatory updates or geopolitical events) that could influence the platform's operations.

By agreeing to these terms, users acknowledge AetherX's limited liability in cases of force majeure events and accept the potential for operational delays or interruptions under such circumstances.

**26. Legal Compliance and Governing Law**

This section outlines the obligations of AetherX users to adhere to applicable laws, including Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) regulations, as well as the governing law and jurisdiction under which the Terms of Service are enforced.

## 26.1 User Compliance with Applicable Laws

### **AML and Regulatory Compliance:**

Users are required to comply with all applicable laws, including but not limited to Anti-Money Laundering (AML), Counter-Terrorism Financing (CTF), data protection laws, and any other regulatory requirements related to digital asset transactions, whether at a local, state, or federal level.

### **Prohibition of Illegal Activities:**

Users must not engage in illegal, fraudulent, or prohibited activities on the AetherX platform. This includes activities related to money laundering, terrorism financing, sanctions evasion, or any activities that may violate applicable laws or AetherX's policies as outlined in these Terms.

## 26.2 AetherX's Commitment to Compliance

### **Compliance Measures:**

AetherX actively implements AML and CTF measures to prevent illegal activities on its platform. This may include identity verification, transaction monitoring, and reporting of suspicious activities as required by regulatory bodies. AetherX reserves the right to suspend or terminate accounts found in violation of these policies.

## 26.3 Governing Law and Dispute Resolution

### **Jurisdiction:**

This Agreement and any disputes arising from it are governed by and construed in accordance with the laws of the State of Texas, USA, without regard to conflict of law principles.

### **Exclusive Venue:**

In the event of any legal disputes between AetherX and users, both parties agree to submit to the exclusive jurisdiction of the courts located in Texas, USA. This applies to any claims or controversies that may arise from the use of the AetherX platform, its services, or any alleged breach of these Terms.

## 26.4 Limitations on Legal Actions

### **Class Action Waiver:**

By accepting these Terms, users waive their rights to participate in class action lawsuits against AetherX, agreeing to resolve disputes on an individual basis.

### **Arbitration Clause:**

AetherX may require disputes to be resolved through binding arbitration under Texas law as an alternative to litigation. Details regarding arbitration procedures will be provided upon the initiation of any dispute resolution.

By accepting these Terms, users acknowledge their responsibility to comply with all relevant laws and regulations and agree to the legal jurisdiction and dispute resolution mechanisms specified by AetherX.

## **27. Arbitration and Dispute Resolution**

This section outlines the binding arbitration process for resolving disputes between AetherX and its users, as well as the waiver of class action rights.

### **27.1 Binding Arbitration Requirement**

#### **Arbitration Agreement:**

Users agree that any disputes, claims, or controversies arising out of or relating to these Terms, the use of the AetherX platform, or any AetherX services shall be resolved exclusively through binding arbitration rather than through court proceedings. This arbitration agreement is governed by the Federal Arbitration Act (FAA) and applies to both AetherX and the user.

#### **Arbitration Rules and Venue:**

Arbitration will be conducted in accordance with the American Arbitration Association (AAA) rules and procedures in effect at the time the dispute arises. The arbitration venue will be in Texas, USA, unless otherwise mutually agreed upon by both parties.

#### **Arbitrator's Authority:**

The arbitrator will have the authority to resolve any dispute, including the enforceability of this arbitration agreement. The arbitrator's decision will be final and binding on both parties, and judgment may be entered in any court of competent jurisdiction.

### **27.2 Waiver of Class Action Rights**

#### **Individual Claims Only:**

By agreeing to these Terms, users waive their right to pursue or participate in any class, collective, or representative action against AetherX. All claims and disputes must be brought solely in the user's individual capacity, and not as a plaintiff or class member in any purported class or collective proceeding.

#### **Class Action Waiver Enforceability:**

If any portion of this class action waiver is found to be unenforceable, then the entirety of the arbitration clause shall be null and void, and any dispute will be resolved in a court of law as outlined in Section 26.

### **27.3 Exceptions to Arbitration Requirement**

**Small Claims Court:**

Users retain the right to bring individual claims in small claims court for disputes or claims that qualify within the jurisdictional limits of the small claims court.

**Injunctive Relief:**

AetherX retains the right to seek injunctive or equitable relief in a court of competent jurisdiction if it believes the user's actions may cause immediate harm or infringe on intellectual property rights.

By agreeing to these Terms, users acknowledge that they understand and accept the binding arbitration process and class action waiver as the primary means of dispute resolution with AetherX.

**28. Assignment and Third-Party Beneficiaries**

This section covers AetherX's right to assign the terms to third parties, as well as user limitations on transferring rights under this Agreement.

**28.1 AetherX's Right to Assign****Assignment of Terms:**

AetherX reserves the right to assign or transfer its rights and obligations under these Terms to any third party, including in cases of mergers, acquisitions, or other corporate restructures. Any assignment by AetherX will not affect the user's rights or obligations under the Terms, and users will be informed of any substantial assignments or changes.

**Effect of Assignment:**

Upon assignment, all terms and conditions herein shall apply to, and be enforceable by, the third-party assignee.

**28.2 User's Restriction on Assignment****Non-Assignable Rights:**

Users may not assign or transfer any rights or obligations under these Terms to another person or entity without prior written consent from AetherX. Any attempt to assign or transfer rights without AetherX's consent is null and void.

**28.3 No Third-Party Beneficiaries****No Rights to Third Parties:**

Except as explicitly stated, these Terms do not create any rights or obligations for third-party beneficiaries. Only AetherX and its users have enforceable rights under this Agreement.



By accepting these Terms, users acknowledge and agree to AetherX's rights of assignment and the restrictions on third-party benefits.

## 29. Survival of Terms

This section outlines which provisions of these Terms continue to apply even after the termination of a user's account with AetherX or cessation of services.

### 29.1 Obligations that Survive Termination

#### **Tax Obligations:**

Users remain responsible for fulfilling any outstanding tax obligations related to transactions conducted through AetherX, even after account termination. AetherX may retain transaction history records as needed for tax compliance and verification.

#### **Indemnities:**

User obligations to indemnify AetherX, including liability for damages and legal costs related to prohibited activities, fraud, or breaches of these Terms, remain enforceable following account termination.

#### **Limitations of Liability:**

Limitations on AetherX's liability, including disclaimers related to losses, service interruptions, or market volatility, persist beyond account termination, providing ongoing protection for AetherX against claims for past transactions or services.

### 29.2 Continuation of Key Rights and Restrictions

#### **Intellectual Property:**

Rights and limitations on the use of AetherX's intellectual property and proprietary information continue to apply, prohibiting users from unauthorized use or distribution of AetherX's content post-termination.

By accepting these Terms, users acknowledge that specific rights, obligations, and limitations outlined herein will continue to apply even if they close their account or AetherX discontinues services.

## 30. Entire Agreement

### 30.1 Completeness and Scope

**Comprehensive Agreement:** This Agreement, including any terms, policies, and guidelines referenced herein, constitutes the full and exclusive understanding and agreement between you (the "User") and AetherX ("Company") regarding the use of the AetherX platform, products, services, and AetherX Token (AETX). This Agreement supersedes and replaces all prior or contemporaneous oral or written

agreements, understandings, representations, or commitments between the User and AetherX relating to the subject matter contained within these Terms.

### **30.2 Supersession of Prior Agreements**

**Prior Agreements Voided:** Any previous terms of service, agreements, policies, practices, or commitments, whether explicit or implied, that are not explicitly included within this Agreement are rendered void and unenforceable. This Agreement supersedes all prior agreements and replaces any prior conflicting statements, arrangements, or assumptions regarding User rights, duties, and responsibilities in relation to AetherX and its services.

**Integration of Amendments and Updates:** Any amendments or revisions to this Agreement or supplemental policies must be issued in written form, properly notified to the User, and accepted according to the processes established within these Terms. No oral or informal amendments are recognized as valid unless explicitly formalized and incorporated into this Agreement.

### **30.3 Non-Waiver of Rights**

**Reservation of Rights:** Failure by AetherX to enforce any provision of these Terms, or to exercise any of its rights under these Terms, shall not constitute a waiver of those rights. Any delay or omission in AetherX's exercise of rights shall not affect its right to enforce any future or continuous exercise of said rights.

**Express Waivers Required:** Only a specific, express waiver issued by AetherX in a documented and legally recognizable form shall constitute a waiver of any provision or right under this Agreement. Such waivers are to be construed narrowly and shall apply solely to the instance expressly waived without impacting AetherX's rights in any other respect.

### **30.4 Interpretation and Severability**

**Severability Clause:** Should any provision of this Agreement be found invalid, unenforceable, or illegal by any court or competent authority, such provision shall be modified to the extent necessary to make it enforceable, or removed if modification is impracticable, without affecting the remaining terms. The remainder of this Agreement shall continue to be enforceable and in full effect.

**Interpretation of Ambiguities:** Any ambiguities in the interpretation of these Terms shall not be construed against AetherX by virtue of its role as the drafter. This Agreement shall be interpreted based on its plain meaning, with consideration given to context and the intention of the parties.

### **30.5 Relationship to Third-Party Beneficiaries**

**Exclusion of Third-Party Rights:** This Agreement is intended solely for the benefit of the User and AetherX, and no third party shall have any rights to enforce any provision of this Agreement or claim any benefit thereof unless specifically stated within these Terms.

**Assignment to Successors and Assignees:** AetherX may assign its rights or delegate its responsibilities under this Agreement to its successors, assigns, or any third parties acting under AetherX's authority. Users may not assign or transfer their rights and responsibilities under this Agreement without prior written consent from AetherX.

### **30.6 Amendments and Modifications**

**Amendment Rights:** AetherX retains the right to amend, update, or otherwise modify this Agreement, subject to providing advance notice to Users as stipulated in Section 19 (Amendments and Modifications). Any revisions to these Terms become effective immediately upon publication, or as otherwise specified in the notice provided.

### **30.7 Governing Language and Agreement Authenticity**

**Language and Interpretation:** This Agreement has been executed in English, and Users agree that any translation provided is for convenience only. The English language version shall govern in the case of any discrepancies or disputes concerning interpretation or enforceability.

**Binding Authenticity:** This Agreement is executed as a binding contract, enforceable in accordance with applicable law, with the User's continued use of the AetherX platform, services, or assets as indicative of consent and acceptance of the terms within this Agreement.

## **31. State-Specific and Country-Specific Disclosures**

### **31.1 General Statement of Compliance and Licensing Efforts**

AetherX is dedicated to conducting its operations within the bounds of all applicable laws and regulations that pertain to digital assets, cryptocurrency transactions, and financial services. As part of its long-term strategy, AetherX is working to secure regulatory licenses and approvals in multiple jurisdictions worldwide to ensure a fully compliant operating framework that prioritizes user security, transparency, and regulatory alignment.

AetherX does not yet hold regulatory licenses in all jurisdictions in which it operates. Users should be aware that, until such licensing is obtained, AetherX's services may be subject to limitations based on the regulatory environment in their jurisdiction. This may impact aspects of the platform's service offerings, including, but not limited

to, available features, transaction types, or operational capacities in certain regions. **AetherX users are advised to consult with legal or regulatory professionals if uncertain about the status of AetherX's regulatory compliance in their jurisdiction.**

While AetherX works toward licensing, it is providing the following assurances, disclosures, and commitments to users regarding its approach to compliance:

### **Continuous Compliance Efforts**

AetherX has initiated active engagement with regulatory authorities in several key jurisdictions, with a commitment to achieving full regulatory compliance. This includes, but is not limited to:

- **Regulatory Consultations:** AetherX is working directly with legal advisors, regulatory bodies, and compliance consultants to establish and implement policies that align with financial, anti-money laundering (AML), counter-terrorism financing (CTF), data privacy, and consumer protection regulations.
- **AML and KYC Programs:** AetherX has instituted Know Your Customer (KYC) and Anti-Money Laundering (AML) protocols aligned with international standards, despite not yet being fully licensed in all areas. These programs are designed to protect against financial crimes and ensure a high level of user security.
- **Privacy and Data Protection:** In compliance with regional data privacy laws, such as the European Union's General Data Protection Regulation (GDPR), AetherX has implemented strict data protection measures. AetherX's Privacy Policy details these protections and is available for users to review at any time.
- **Compliance Training and Monitoring:** AetherX continuously updates its internal policies and practices to reflect the latest in regulatory requirements, providing ongoing compliance training for employees and instituting monitoring systems to detect any deviations from regulatory standards.
- **Incident Reporting and Transparency:** AetherX has established channels for regulatory reporting in the event of significant incidents, security breaches, or compliance violations, and will maintain open communication with relevant authorities as part of its commitment to transparency.

### **Disclosure of Licensing Status**

AetherX is committed to ensuring that users are informed about the company's current and future licensing status. To this end:

- **Public Licensing List:** AetherX will maintain an updated list of jurisdictions in which it holds active licenses, and those in which it is pursuing licensing. This information will be accessible on AetherX's official website. Each jurisdiction's listing will include the relevant regulatory authority, the type of license being pursued or obtained, and any specific compliance requirements that apply to users in that area.

- **Jurisdictional Notices:** Where applicable, AetherX will provide jurisdiction-specific notices that outline the specific limitations or restrictions associated with its services in regions where licenses are pending. Users will be notified of any changes to these limitations through email, in-app notifications, or website updates.
- **Contact for Licensing Inquiries:** Users may request additional details about the licensing status of AetherX in their region by contacting AetherX's customer support team, which is trained to provide accurate and timely information on regulatory and compliance matters.
- **Licensing and Compliance Updates:** As AetherX progresses in obtaining licenses, it will notify users of new licensing milestones or changes in regulatory compliance requirements. This proactive communication ensures that users remain informed of any evolving compliance implications associated with their use of the AetherX platform.

### Implications of Unlicensed Status and User Acknowledgement

AetherX's current status as an unlicensed entity in certain jurisdictions imposes specific operational limitations. By using AetherX's services, users acknowledge and agree that:

- **Service Restrictions:** Some services may be limited in availability based on regulatory requirements in specific jurisdictions. AetherX reserves the right to modify, limit, or suspend services in jurisdictions where compliance issues are identified.
- **User Responsibility for Compliance:** Users bear the responsibility to ensure that their use of AetherX's services complies with the regulatory requirements of their respective jurisdictions. Users may be required to fulfill additional verification steps, submit necessary documentation, or consent to specific terms based on local regulations.
- **Jurisdiction-Specific Conditions:** AetherX may impose terms and conditions specific to users in certain regions to ensure compliance. Users may be subject to country-specific limitations regarding asset transfers, transaction types, or service fees.

### Ongoing Commitment to Regulatory Alignment

AetherX will continue to assess and adapt its operations to remain compliant with regulatory standards globally. This includes:

- **Enhanced Regulatory Reporting:** AetherX will follow region-specific guidelines for regulatory reporting as it secures licenses. This may include reporting transaction volumes, user demographics, suspicious activities, and other relevant data to comply with jurisdictional requirements.
- **Consumer Rights and Protection Mechanisms:** AetherX is actively exploring partnerships with licensed custodians and regulated financial institutions to

provide users with enhanced protections, such as asset security, insurance, and deposit guarantees, where applicable. These protections will be outlined in the User Agreement as they become available.

- **Expansion of Compliance Resources:** As AetherX's licensing portfolio expands, it will enhance its compliance resources, including the creation of jurisdiction-specific legal support teams and hiring regulatory compliance officers to oversee operations in key regions.
- **Commitment to Transparent Communication:** AetherX pledges to provide clear and timely information to users regarding any updates to its regulatory status, policy changes, or compliance practices. This includes publishing periodic reports and compliance audits where applicable, to build and maintain user trust.

### **User Acknowledgement of Compliance Efforts and Legal Risks**

By accessing and using AetherX's services, users acknowledge:

- **Understanding of Licensing Limitations:** Users understand that AetherX is not currently licensed in certain jurisdictions and that this may affect service availability or user protections.
- **Awareness of Legal and Regulatory Risks:** Users agree to assume responsibility for any legal risks associated with utilizing an unlicensed service within jurisdictions that may restrict or regulate digital asset transactions.
- **Agreement to Monitor Licensing Updates:** Users consent to periodically review AetherX's licensing updates and compliance announcements to remain informed of any changes that may impact their rights, responsibilities, or service accessibility.

### **31.2 State-Specific Disclosures for United States Users**

This section applies specifically to AetherX users residing within the United States and is intended to increase transparency and enhance consumer rights protections as AetherX navigates the regulatory landscape. While AetherX is not currently licensed as a money transmitter or digital asset provider in any U.S. state, it is actively pursuing the necessary licenses and adhering to high standards of compliance and consumer protection.

#### **Consumer Rights and Regulatory Framework by State**

Digital asset regulations, compliance requirements, and consumer protection rights vary significantly across U.S. states. Although AetherX is presently unlicensed within the U.S., it seeks to follow state-specific regulatory frameworks as closely as possible and is actively pursuing licenses that will enable full compliance and expanded services within each jurisdiction.

**Commitment to State-Level Compliance:** As AetherX progresses toward obtaining licenses in various states, it is committed to adopting consumer rights protections in

line with state regulations. Where state laws provide additional rights or impose specific requirements for virtual currency or digital assets, AetherX will endeavor to adhere to these standards.

**User Resources:** To facilitate understanding of state-specific consumer rights, AetherX’s website includes an up-to-date repository of relevant information regarding each U.S. state’s consumer protections and applicable disclosures, enabling users to stay informed of their rights and the limitations of services provided by an unlicensed entity.

**Proactive Communication of Licensing Progress:** As AetherX obtains licenses across U.S. states, users will receive updates via email notifications, in-app alerts, or postings on the AetherX website. These communications will include details on any new consumer rights available and an overview of the regulatory body overseeing AetherX’s compliance within that state.

### **Contact Information for State-Specific Complaints**

While AetherX is in the process of obtaining regulatory approvals in the U.S., users can refer to general consumer protection resources within their state. This information may be particularly relevant to residents in states with established frameworks for digital asset transactions. Should AetherX obtain necessary licensing in any state, users will be informed of specific complaint channels. At present, U.S. residents can refer to the following contacts in states with noted regulatory oversight for digital assets:

**New York:** Users in New York can contact the New York Department of Financial Services (DFS), which oversees virtual currency licensing and compliance matters for licensed providers. Until AetherX obtains regulatory approval in New York, users may direct general inquiries to:

**Address:** One State Street, New York, NY 10004-1511

**Website:** [New York DFS website](#)

**California:** California has a comprehensive framework for digital financial services, overseen by the Department of Financial Protection and Innovation (DFPI). AetherX users in California can seek general consumer protection assistance until AetherX receives necessary approvals:

**Address:** 2101 Arena Blvd, Sacramento, CA 95834

**Toll-Free Contact:** 1-866-275-2677

**Website:** [California DFPI website](#)

**Texas:** Texas residents may contact the Texas Department of Banking, which handles consumer inquiries related to digital asset services and compliance. Until AetherX is licensed within Texas, users may reach out for general assistance:

**Address:** 2601 North Lamar Boulevard, Austin, Texas 78705

**Toll-Free Contact:** 1-877-276-5554

**Website:** [Texas Department of Banking](#)

### **Access to State-Specific Rights**

Upon obtaining the necessary licenses in each U.S. state, AetherX is dedicated to fully supporting and implementing consumer rights and protections as mandated by state regulations. In line with this commitment, AetherX will provide the following resources and updates to users:

**Consumer Rights and Protections:** Users in licensed states will have access to state-specific disclosures, detailing the protections and rights afforded under each regulatory framework. This may include information on dispute resolution processes, recourse for unauthorized transactions, and specific protections related to fraud or system outages.

**Enhanced Customer Support for Licensed States:** For users in states where AetherX has obtained licenses, AetherX will offer expanded support channels and procedures for filing complaints. These resources will ensure that users receive timely responses to their inquiries and that state-specific requirements for consumer protection are fully observed.

**General Consumer Protection Guidance for Unlicensed States:** Until AetherX is licensed in a given state, users are encouraged to exercise caution, perform due diligence, and consult general consumer protection agencies where necessary. Users may also contact AetherX's customer support team, who can provide information on the status of regulatory efforts and general guidance on navigating the evolving regulatory environment.

### **User Acknowledgement of AetherX's Licensing and Compliance Status**

By utilizing AetherX's services, U.S. users acknowledge that AetherX is not currently licensed in any U.S. jurisdiction but is taking active steps toward compliance. Users agree that until AetherX receives the necessary licenses, they understand:

**Service Limitations:** Certain features or services may not be available to users in specific states due to compliance constraints. AetherX reserves the right to modify its offerings to align with state-specific requirements.



**Jurisdiction-Specific Conditions:** Users agree to abide by any additional terms imposed by their state of residence and are responsible for understanding the limitations that may apply due to the unlicensed status of AetherX in that state.

**Proactive Monitoring of Regulatory Updates:** Users are encouraged to periodically review AetherX's website and any state-specific disclosures as AetherX progresses toward achieving regulatory compliance. This self-monitoring ensures users are kept informed of any changes in service terms, licensing updates, and the availability of new consumer rights or protections.

**Engagement with Consumer Protection Resources:** Users recognize the importance of engaging with relevant consumer protection agencies as necessary and are advised to familiarize themselves with state resources to enhance their knowledge of available protections during the interim unlicensed period.

Through these state-specific disclosures and commitments to transparency, AetherX aims to foster a trustworthy environment for

### 31.3 Country-Specific Disclosures for Global Users

AetherX's commitment to regulatory compliance extends globally, with targeted efforts to secure licensing in various international jurisdictions to meet local regulatory standards. The following country-specific information is provided for general guidance until licensing is obtained:

1. **European Union (EU) Compliance:** AetherX is actively seeking compliance with European regulations, including the General Data Protection Regulation (GDPR) for data protection and ePrivacy standards. EU residents using AetherX services should review AetherX's Privacy Policy, which details the collection, use, storage, and protection of personal data in alignment with GDPR requirements. EU users have specific rights under GDPR regarding their personal data, including rights to access, correction, deletion, and portability. GDPR-related inquiries can be submitted to AetherX's data protection contact, as indicated in the Privacy Policy.
2. **United Kingdom:** AetherX is engaged in discussions with the UK's Financial Conduct Authority (FCA) regarding digital asset compliance. While not currently FCA-regulated, AetherX is voluntarily adhering to FCA guidelines where possible and intends to meet all regulatory requirements necessary to provide digital asset services within the UK. Users in the UK may contact AetherX via support with any questions regarding the company's compliance efforts and FCA registration status.
3. **Canada:** AetherX is committed to adhering to Canada's federal and provincial financial regulations as they relate to digital assets. Users residing in Québec and other provinces may have specific consumer rights under provincial law. Canadian users are encouraged to review provincial consumer protection guidelines for additional information or contact AetherX customer support with

any jurisdiction-specific questions. AetherX intends to pursue registration with applicable financial authorities in Canada as its operations expand.

4. **Additional International Disclosures:** For regions where digital asset regulations are rapidly evolving, AetherX is committed to ongoing compliance research and adaptation to ensure lawful operation. Where specific regulatory guidance is available, AetherX will incorporate it into its policies and user agreements to reflect compliance with regional standards.

### **31.4 Commitment to State- and Country-Specific Disclosures**

AetherX is dedicated to ensuring transparency and regulatory compliance across all jurisdictions where its services are available. As part of this commitment, AetherX has established a robust framework to provide users with access to important information regarding state- and country-specific regulations, compliance status, and avenues for consumer assistance. This initiative will support users with up-to-date information on the regulatory landscape and help them navigate consumer protections related to digital asset transactions.

#### **User Access to Region-Specific Information**

AetherX will maintain an accessible and regularly updated section on its official website dedicated exclusively to providing users with comprehensive disclosures for each state and country in which it operates or plans to operate. This section will include, but is not limited to:

**State and Country Disclosures:** Detailed disclosures for U.S. states and international jurisdictions regarding regulatory and compliance requirements applicable to AetherX's operations. For each state or country where digital asset regulations are enforced, AetherX will provide relevant guidelines, including specific regulatory bodies, consumer rights, and compliance standards that users should be aware of.

**Consumer Complaint Filing:** Instructions and resources for filing consumer complaints with the appropriate regulatory authorities. AetherX's disclosures will link users to forms, email addresses, and official websites of state and national consumer protection agencies, where applicable. This resource will also include guidance on navigating complaint processes and any available recourse in the case of unresolved issues.

**Licensing and Compliance Updates:** A regularly updated section detailing AetherX's licensing status in various states and countries. This information will reflect ongoing efforts to secure necessary licenses and regulatory approvals, giving users a clear picture of AetherX's status in their specific jurisdiction. Any jurisdiction where AetherX has achieved licensure or regulatory clearance will be distinctly marked, providing users with clear assurances of compliance.

## Consumer Assistance and Resources

While AetherX is actively working to secure licensure in relevant jurisdictions, it recognizes the importance of providing immediate assistance to users seeking guidance on digital asset transactions, consumer protections, and compliance issues. AetherX is committed to ensuring that users are well-informed of their rights and available resources during this unlicensed period:

**Guidance for Contacting Consumer Protection Agencies:** Users who wish to pursue consumer protection resources may consult with state or country consumer protection agencies, especially in cases of digital asset-related concerns. AetherX advises users to review applicable regulations and protections provided by these agencies. Links to each agency's official website, phone numbers, email contacts, and physical addresses will be accessible through AetherX's dedicated disclosure section.

**Direct Support from AetherX Customer Service:** AetherX's customer support team is available to address inquiries related to regulatory compliance, licensing status, and jurisdiction-specific protections. Users may contact customer support to inquire about AetherX's progress in achieving licensure, to request clarification on compliance standards for their region, or to obtain general guidance on consumer rights in their jurisdiction. The customer support team is trained to provide prompt, transparent responses and, when appropriate, direct users to relevant state or national resources.

**Commitment to Regional Consumer Rights Compliance:** Pending full licensure, AetherX is committed to voluntarily aligning with regional consumer protection standards where feasible. This includes adopting best practices in data protection, anti-fraud measures, and consumer recourse protocols in line with standards set by regulatory authorities. AetherX will continue to enhance its policies to reflect industry benchmarks and comply proactively with requirements even before formal licensing is completed.

Through these commitments, AetherX seeks to enhance user trust, provide essential consumer resources, and support informed decision-making regarding digital asset transactions. As AetherX secures necessary regulatory licenses, this section will be further expanded to include additional information on state and country-specific rights, complaint processes, and user protections, ensuring that AetherX remains a transparent and accountable platform in the digital asset industry.

### 31.5 Compliance with Global Jurisdictional Requirements and Updates

AetherX is dedicated to meeting the complex regulatory requirements across various jurisdictions and adapting its practices to comply with evolving standards. In pursuit of global operational transparency and regulatory adherence, AetherX has implemented a structured approach to ensure compliance with the legal frameworks

of each jurisdiction it enters. Users are encouraged to stay informed of the specific regulations affecting their region through updates and disclosures provided by AetherX.

## Global Regulatory Adaptation

**Commitment to Region-Specific Compliance:** AetherX recognizes the diverse regulatory environment governing digital assets and financial transactions worldwide. To support its commitment to international compliance, AetherX is actively tailoring its services to meet region-specific legal requirements. This includes, but is not limited to, the alignment of operations with:

- **Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) Regulations:** AetherX will implement rigorous procedures for detecting and preventing illegal activities such as money laundering and terrorism financing. This involves a proactive stance on Know Your Customer (KYC) verification and continuous transaction monitoring across all jurisdictions.
- **Data Privacy and Protection Standards:** In alignment with regional data protection laws such as the GDPR in the European Union, the CCPA in California, and other equivalent regulations, AetherX will safeguard user data, ensuring that personal information is collected, processed, and stored in compliance with jurisdictional requirements.
- **Consumer Protection Requirements:** AetherX is committed to upholding consumer protection laws applicable in each operating jurisdiction. This includes implementing clear, accessible communication regarding user rights, risks associated with digital assets, and the protocols for filing complaints or disputes.

**User Advisory on Region-Specific Guidance:** Users are encouraged to regularly review region-specific guidance provided on the AetherX platform. AetherX will maintain a detailed section on its website, offering jurisdiction-specific updates, legal requirements, and instructions on how users can ensure compliance with local laws when engaging with AetherX services. This section will be updated as necessary to reflect the most accurate and current compliance information.

## Updates to Jurisdictional Disclosures

**Real-Time Updates on Regulatory Approvals:** As AetherX secures licenses, regulatory approvals, or clarifications in new jurisdictions, it will promptly update all relevant user agreements, website content, and other publicly accessible documentation to reflect these developments. Such updates will ensure that users are aware of the precise legal standing and obligations that apply to AetherX services in their region.

**User Notifications for Major Jurisdictional Changes:** In the event of significant updates to jurisdictional disclosures—such as new licensing requirements, changes

to compliance standards, or legal obligations imposed by regional authorities—AetherX will communicate these updates to users via multiple channels, including:

- **Email Notifications:** Users will receive email alerts detailing major updates, with links to relevant sections of the AetherX website for in-depth information.
- **Account Notifications:** Important compliance updates will also be visible in user account dashboards, where users can review, acknowledge, and act on any changes to ensure continued adherence.
- **Website Notices:** AetherX's website will feature prominent notices highlighting jurisdictional updates, with easy access to supporting resources, FAQs, and contact points for further assistance.

Through these initiatives, AetherX seeks to maintain full transparency with users regarding its global compliance efforts and to ensure that all regulatory requirements are clearly communicated, readily accessible, and actively maintained in line with jurisdictional standards. This approach ensures that AetherX users can make informed decisions based on the latest legal and compliance information.

### **31.6 Limitations of Liability Based on Jurisdictional Restrictions**

While AetherX is actively working to secure regulatory licensing in all operational jurisdictions, users should understand that until such licenses are obtained, there may be limitations on the availability and functionality of specific services. These limitations are in place to ensure adherence to compliance standards and minimize risk, both for AetherX and its users. Consequently, AetherX reserves the right to restrict or modify its services in response to jurisdictional restrictions and evolving regulatory requirements.

#### **Service Restrictions**

**Restricted Access to Certain Features:** In jurisdictions where AetherX is not yet licensed or approved to operate as a digital asset provider, certain services, features, or transaction types may be unavailable or restricted. AetherX will communicate these service limitations transparently, notifying users of any restrictions that apply in their specific region. Examples of possible restrictions include limitations on:

- **Digital Asset Transactions:** Certain types of transactions, such as high-value transfers, cross-border transactions, or access to decentralized finance (DeFi) features, may be restricted based on regulatory status in a given jurisdiction.
- **Product Availability:** The availability of new services, including staking, lending, or any service that may be considered financial in nature, may be subject to jurisdiction-specific approval and thus unavailable until licensing is secured.

- **Withdrawals and Deposits:** In some jurisdictions, deposit and withdrawal capabilities may be modified or subject to additional verification steps to comply with regional compliance requirements.

**Regular Updates on Service Availability:** AetherX is committed to providing clear and regular updates as it progresses in obtaining the necessary licenses. Notifications will be sent to affected users in a timely manner, both via account notifications and email. AetherX will also provide a central information hub on its website where users can track licensing status, jurisdiction-specific restrictions, and anticipated timelines for expanded service availability.

## **User Liability and Compliance**

**Independent User Responsibility for Compliance:** Users are solely responsible for ensuring that their use of AetherX services complies with the laws and regulations of their jurisdiction. In regions where AetherX has not yet obtained licensing or regulatory approval, it is critical that users conduct due diligence to understand the legal implications of using AetherX. This may include confirming the permissibility of engaging in digital asset transactions or using non-licensed platforms within their jurisdiction.

**Recommendation to Consult Legal or Regulatory Authorities:** AetherX strongly advises users, especially those in jurisdictions with uncertain or restrictive regulations regarding digital assets, to consult with legal counsel or directly with local regulatory authorities. This step is intended to confirm that users' engagement with AetherX aligns with local legal requirements, helping to mitigate risks related to unlicensed transactions.

AetherX will continue to work diligently toward regulatory approvals and to expand its services responsibly. While these limitations may temporarily impact the user experience, they are essential to maintaining compliance and ensuring that AetherX operates within the bounds of each jurisdiction's legal framework. Users are encouraged to reach out to AetherX's support team for any questions or clarifications regarding their region-specific access and responsibilities.

# AETX Risk Factors

**Last Updated: November 4, 2024**

The following list outlines key risk factors associated with AetherX Token (AETX) and related services. This list is not exhaustive, and users should exercise caution and conduct due diligence before engaging with AETX or related services.

AETX Risk Factors outlines significant risks related to holding, transferring, and transacting AetherX Token (AETX). However, it is not an exhaustive list of all potential risks associated with AETX or digital asset transactions. Users are advised to recognize the unique and evolving nature of digital assets and should consult with financial, tax, or legal professionals to gain a complete understanding and to manage any exposure related to AETX or similar assets responsibly. By engaging with AETX, users acknowledge and accept these risks, including those not explicitly detailed in this section.

## **1. No Guarantee of Price Stability**

AetherX Token (AETX) is a cryptocurrency whose value can fluctuate based on market demand, macroeconomic conditions, and external market influences. Unlike traditional stablecoins, there is no guarantee that the value of one AETX token will remain stable or equivalent to a fiat currency like the U.S. Dollar. Market conditions, both on and off the AetherX platform, can result in AETX trading above or below any target value, which may lead to potential losses for holders.

## **2. Third-Party Platforms**

As an open-source digital asset, AETX can be used and transacted on third-party platforms and exchanges beyond AetherX's control. The availability of AETX on these platforms does not imply any endorsement by AetherX or assurance of platform stability, legality, or security. Users assume full responsibility for any risks associated with using AETX on non-AetherX platforms, including potential loss of access to assets, transaction delays, or variations in asset value. AetherX disclaims liability for any issues that arise from interactions with third-party platforms.

## **3. Irreversible Transactions**

Blockchain transactions involving AETX are irreversible upon execution. Users are responsible for verifying all transaction details before initiating transfers. Errors such as incorrect addresses, incompatible assets, or lost private keys could result in permanent loss of access to AETX, and AetherX has no ability to recover lost tokens or rectify incorrect transactions.

## **4. Blocked Addresses and Forfeited Funds**

AetherX reserves the right to block certain AETX addresses associated with illicit activities or any activity deemed to violate the AetherX User Agreement. If a user interacts with a blocked address, AetherX may freeze the AETX in that account, and users may be unable to redeem or access those tokens. AetherX may also be required to freeze or surrender AETX assets in response to legal orders from government authorities, potentially resulting in forfeiture of tokens.

## **5. Blacklisting and Compliance with Legal Orders**

In extraordinary cases, AetherX may block transfers to and from certain addresses on the AETX network under its blacklisting policy, which is in place to comply with relevant laws and regulations. Blacklisting may prevent users from conducting specific transactions or transferring assets, and AetherX is not liable for any consequences arising from such actions.

## **6. Operational Challenges and Cybersecurity Risks**

Users should be aware of the risk of operational and technical challenges, including cyber-attacks, unforeseen network congestion, or technical difficulties affecting the AetherX platform. Such challenges can lead to delays, interruptions, or security breaches, impacting AETX services or token accessibility. Users assume the risk of transaction failures resulting from such operational issues.

## **7. Compliance with Local and International Regulations**

Users are solely responsible for ensuring that their use of AETX complies with local and international laws, including tax reporting and regulatory obligations. AetherX disclaims responsibility for determining the applicability of laws to individual users or transactions, and users are advised to seek guidance on compliance, particularly in regions where cryptocurrency regulation is unclear or restrictive.

## **8. Legislative and Regulatory Changes**

The legal and regulatory landscape surrounding digital assets is evolving, and changes to laws or regulations at state, federal, or international levels may impact the use, transfer, and value of AETX. Such regulatory actions may lead to restrictions on AETX's availability or functionality and could result in temporary or permanent service suspensions in certain jurisdictions.

## **9. No Deposit Insurance or Legal Protection**

AETX tokens are not covered by deposit insurance protections such as those provided by the Federal Deposit Insurance Corporation (FDIC) in the United States or the Financial Services Compensation Scheme (FSCS) in the United Kingdom. Users should be aware that holding AETX does not provide the same protections as traditional bank accounts, and losses incurred are solely borne by the user.



## **10. Potential Encumbrances and Liens on Transferred AETX**

Transfers of AETX between addresses could, under certain circumstances, result in the tokens becoming subject to liens or security interests. Users should exercise caution when accepting AETX from third parties and understand that ownership and control may be subject to prior encumbrances, potentially impacting redemption or liquidity.

## **11. Irreversibility of On-Chain Transactions**

All AETX transactions are irreversible once confirmed on the blockchain. Sending AETX to an incorrect or unintended address is permanent, and AetherX has no capability to retrieve, cancel, or amend such transactions. Users should double-check all address details and transaction parameters before initiating transfers to mitigate risks of loss.

## **12. Jurisdictional Compliance and User Liability**

Due to differing legal interpretations and regulatory standards across jurisdictions, AETX users must ensure that their transactions and holdings comply with all applicable laws in their respective regions. AetherX assumes no liability for any non-compliance by users with local laws, and users may face penalties or restrictions from regulatory authorities.

## **13. Global Market Volatility and Liquidity Risks**

AETX is subject to market volatility, and its value may fluctuate significantly due to factors beyond AetherX's control, including global economic trends, digital asset market dynamics, and regulatory changes. Users should be aware that AETX's value is not guaranteed and that its liquidity and price stability may vary across different platforms and over time.

## **14. Potential Tax Implications and User Responsibility**

Users of AETX are solely responsible for understanding and fulfilling their tax obligations related to transactions, capital gains, or income derived from holding or using AETX. AetherX provides transaction records for reference but does not offer tax advice or assume responsibility for any tax obligations incurred by users.

## **15. Legal Treatment of AETX Transfers and Uncertain Regulatory Status**

AETX, as a digital asset, may be subject to varying interpretations of legal ownership and regulatory classification in different jurisdictions. The legal recognition of AETX transactions may differ across regions, and AetherX cannot guarantee that AETX transfers will be upheld by courts or regulatory bodies. Users assume all risks related to the uncertain legal status of AETX.

## **16. Technology and Software Risks**

AETX operates on blockchain technology, which may have unforeseen vulnerabilities. While AetherX strives to use secure and audited protocols, the nature of blockchain and smart contracts carries the risk of undetected flaws, potential exploits, or updates that may affect the token's integrity, accessibility, or security. Users acknowledge that they are fully responsible for managing risks tied to the underlying technology.

## **17. Cross-Border Transaction and Currency Conversion Risks**

Cross-border transactions involving AETX may be subject to delays, currency conversion risks, and restrictions imposed by local jurisdictions. Users should consider the implications of transacting with or transferring AETX in foreign jurisdictions, as such actions may lead to regulatory scrutiny, currency conversion discrepancies, or potential transaction fees, which could affect the total value received or transmitted.

## **18. Environmental and Network Sustainability Risks**

The blockchain ecosystem, including AETX's underlying blockchain, consumes substantial energy, particularly in proof-of-work networks. Fluctuating energy prices, environmental regulations, or shifts to alternative protocols may impact the network's operational stability and security, potentially causing disruptions in AETX transactions or affecting network transaction fees.

## **19. Risks Related to Forks and Token Splits**

AETX may be subject to forks, upgrades, or token splits. These changes, implemented on the underlying blockchain or through AetherX's governance, could create new tokens, change transaction processing, or disrupt access to existing AETX holdings. Users are responsible for monitoring such developments, as these forks could affect the value, usability, or compatibility of AETX on third-party platforms or wallets.

## **20. Custodial and Non-Custodial Risks**

If users choose to store AETX in custodial or non-custodial wallets, they assume the risks associated with each type. Custodial wallets may involve third-party risks, including potential insolvency or security breaches, while non-custodial wallets require users to manage their own private keys securely. AetherX is not liable for any loss arising from the use of external wallets or mishandling of private keys.

## **21. Risks Related to Market Liquidity and Thinly Traded Markets**

The liquidity of AETX in secondary markets is not guaranteed and may fluctuate based on trading volume and market conditions. Thinly traded markets may expose users to increased volatility, price slippage, and difficulty in converting AETX to fiat or other cryptocurrencies. These conditions may exacerbate the risk of loss, particularly for users with significant holdings or those engaging in large-volume transactions.

## **22. Conflicts of Interest and Affiliate Risks**

AetherX, its affiliates, or its employees may hold, transact, or otherwise engage in activities involving AETX. These internal activities may create perceived or actual conflicts of interest, influencing market conditions or public perceptions of AETX. While AetherX has policies to mitigate such risks, users should be aware of potential conflicts and conduct independent due diligence.

## **23. Risks of Regulatory Investigations and Enforcement Actions**

AETX may become the subject of investigations or enforcement actions by regulatory authorities, both in the jurisdictions where AetherX operates and internationally. Such actions could limit or restrict access to AETX, mandate changes in the protocol, or impose restrictions on AetherX's operations, potentially resulting in decreased AETX liquidity, market accessibility, or even delisting from certain platforms.

## **24. Risks Related to Third-Party Service Providers and Strategic Partners**

AetherX may rely on third-party service providers for essential functions such as wallet management, exchange listings, or liquidity provision. The failure, insolvency, or non-compliance of these providers can disrupt AETX's ecosystem, potentially limiting users' ability to transfer, convert, or access their AETX tokens. Users acknowledge that AetherX is not liable for third-party service provider issues.

## **25. Network Fee Volatility and Transaction Cost Risks**

Transaction costs on the blockchain network supporting AETX are subject to change due to network congestion, transaction volumes, or protocol updates. Increased fees during high-activity periods can lead to higher costs for transacting AETX or delay in the execution of transactions. Users are advised to monitor network conditions to minimize exposure to fee volatility.

## **26. User-Induced Risks and Social Engineering Attacks**

Users are responsible for exercising caution against social engineering attacks, phishing, and other forms of fraud that could compromise their AETX holdings. This includes vigilance in managing account security, verifying recipient addresses, and safeguarding personal information. AetherX disclaims responsibility for losses resulting from user negligence or fraudulent schemes targeting users.

## **27. Cybersecurity and Custodial Risks**

AetherX employs robust cybersecurity measures to protect its platform and custodial services, yet these measures cannot guarantee immunity from all potential attacks. Risks include hacking, data breaches, or loss of private keys, which may lead to

irretrievable loss of funds. Users should take additional precautions when interacting with AetherX services to mitigate these risks.

## **28. Loss of Utility Due to Platform or Partner Changes**

AETX's utility may depend on partnerships, exchange listings, or integration with other digital platforms. Termination of partnerships or delisting from exchanges can significantly impact the accessibility and functionality of AETX, potentially reducing its utility or demand. Users should monitor the AetherX ecosystem to stay informed of any changes that may impact AETX's use cases.

## **29. Lack of Governance Rights**

AETX tokens do not confer any governance rights over AetherX or its affiliated entities. Users holding AETX cannot influence decisions related to the development, governance, or strategic direction of the AetherX platform. All governance decisions remain with AetherX and are made at its sole discretion.

## **30. No Assurance of Future Growth or Development**

While AetherX endeavors to enhance the functionality and adoption of AETX, there is no guarantee of future development or expansion of AETX's ecosystem. Technological, market, or regulatory challenges could hinder growth, limiting the potential for increased adoption or value creation within the AetherX ecosystem.

# Privacy Policy

## 1. Introduction

### Overview of Policy Purpose and Commitment to Data Privacy

Welcome to the AetherX Privacy Policy. We are committed to protecting the privacy and security of our users' personal data and being transparent about how we collect, process, and protect information. This Privacy Policy outlines our data practices and your rights regarding your data, demonstrating our dedication to upholding the highest standards in data privacy and security.

### Scope of the Policy and Applicable Legal Frameworks

This Privacy Policy applies to the personal information collected when you interact with AetherX's websites, applications, products, and services (collectively, "AetherX Services"). We are committed to complying with global data protection laws, including the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA), the Personal Information Protection Law (PIPL) in China, and other applicable regulations. This policy supplements any additional agreements and is intended to provide a comprehensive guide to your privacy rights when using AetherX Services.

### Contact Information and Data Protection Officer (DPO)

If you have questions, concerns, or requests related to this Privacy Policy or your personal data, you can reach our Data Protection Officer (DPO) at:

- **Email:** [privacy@aetx.io](mailto:privacy@aetx.io)

Our DPO oversees compliance with data protection laws and is available to assist you with any data privacy questions or concerns.

This Privacy Policy is periodically reviewed to ensure compliance with evolving regulations, and any significant changes will be communicated to users directly via email or platform notifications.

## 2. Definitions

This section provides definitions for terms used throughout this Privacy Policy, ensuring clarity and consistency with global privacy frameworks such as GDPR, CCPA, and others.

**Personal Data:** Any information relating to an identified or identifiable individual ("Data Subject"). Examples include, but are not limited to, name, identification number, location data, online identifier, or factors specific to physical, physiological, genetic, mental, economic, cultural, or social identity.

**Processing:** Any operation or set of operations performed on personal data, whether automated or not, such as collection, recording, organization, structuring, storage, alteration, retrieval, consultation, use, disclosure, dissemination, restriction, erasure, or destruction.

**Controller:** The entity (such as AetherX) that determines the purposes and means of processing personal data.

**Processor:** An entity that processes personal data on behalf of the Controller, under its instructions, and in line with privacy regulations.

**Data Subject:** An individual whose personal data is processed by the Controller or Processor.

**Consent:** Freely given, specific, informed, and unambiguous indication by the Data Subject agreeing to the processing of personal data. Consent may be withdrawn at any time.

**Third Party:** Any individual or entity other than the Data Subject, Controller, Processor, or persons authorized to process data under the Controller's or Processor's direct authority.

**Anonymization:** The process of removing or modifying personal data so it can no longer be associated with an identifiable individual. Once anonymized, data is not subject to certain privacy laws, such as GDPR.

**Pseudonymization:** Processing personal data in a way that it cannot be attributed to a specific individual without additional information, which is kept separate. Pseudonymized data is still considered personal data under GDPR.

**Cross-Border Transfer:** The movement of personal data from one jurisdiction to another. Cross-border transfers are subject to regulatory requirements, especially when transferring data out of the EEA.

**Data Breach:** A security incident leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data.

**Data Minimization:** The principle that personal data collected should be limited to what is strictly necessary for processing.

**Legitimate Interest:** A lawful basis for processing data when it is necessary for the Controller's or a third party's legitimate interests, provided those interests are not overridden by the rights of the Data Subject.

**Automated Decision-Making:** Decisions made solely through automated means, such as algorithms or artificial intelligence, without human involvement, which may include profiling.

**Profiling:** Automated processing of personal data to evaluate aspects of an individual, including behavior, preferences, or interests, often used for personalized marketing or risk assessments.

**Data Portability:** The right of Data Subjects to receive personal data provided to a Controller in a structured, commonly used, and machine-readable format and to transmit that data to another Controller.

**Retention Period:** The period during which the Controller retains personal data. The length of this period is determined by the purposes of processing and any applicable legal requirements.

**Opt-In:** The process where a Data Subject actively consents to specific data processing activities, commonly used in marketing communications.

**Opt-Out:** The ability for Data Subjects to withdraw their consent or object to certain data processing activities, particularly in marketing or data sharing contexts.

**Sensitive Personal Data:** Special categories of data requiring higher protection, including data on race, ethnicity, religious beliefs, health, genetic or biometric data, and sexual orientation.

These definitions are intended to ensure clear understanding and application of the terms used in this Privacy Policy. Further clarifications may be provided upon request by contacting us or consulting our Data Protection Officer (DPO).

### 3. The Data We Collect About You

We collect various types of information to provide, improve, and customize our services for you. This includes:

**Identity Data:** Information such as your full name, date of birth, nationality, tax ID, identity verification data (e.g., passport or driver's license details), and other information in identification documents provided by you.

**Contact Data:** Includes your residential address, billing address, email address, and phone number(s) used to contact you.

**Financial Data:** Bank account details, payment details, transaction history, and any other financial information needed to process payments or comply with legal regulations.

**Technical Data:** Information about the devices and technology you use to access our services, including your internet protocol (IP) address, browser type and version, device type, operating system and version, time zone setting, cookies, and other technical identifiers.

**Profile Data:** Username, password, and security details, user preferences, feedback, survey responses, account settings, and interests.

**Usage Data:** Information about how you interact with our services, including details of visits to our website, clicks, navigation paths, page views, and service usage patterns.

**Location Data:** Geographic information collected through device GPS or IP address that indicates your real-time location when using our services.

**Marketing and Communications Data:** Your preferences in receiving marketing and promotional materials, opt-in/opt-out status, and communication preferences with our team.

**Sensitive Personal Data:** If applicable and with explicit consent where required, this includes biometric data, health data, and other sensitive information as defined by local regulations.

**Behavioral Data:** Information collected through cookies, analytics tools, or other technologies that track browsing behavior, purchase patterns, preferences, and interactions with our services, used to improve and personalize the user experience.

**Third-Party Data:** Data obtained from third-party providers, including verification services, public records, or business partners, used for identity verification, compliance with legal standards, or improved service provision.

**Device Data:** Additional details on the device you use, such as device model, unique device identifiers, operating system version, app interactions, crash data, and diagnostic data to ensure optimal performance of our services.

**Social Media Data:** Information collected when you interact with us on social media platforms, which may include account identifiers and activity details to personalize services and ensure better user engagement.

**Preferences and Consents:** Records of your choices, settings, and consents, such as subscription preferences, opt-ins for marketing communications, and cookie preferences.

**Employment Information:** If you use our services in a professional capacity, we may collect your job title, company affiliation, and other employment details for compliance or professional use.



**Communication Data:** Records of your communications with us, including emails, phone calls, and chat messages, which may be retained for quality control, customer service, and compliance purposes.

**Children’s Data:** We do not knowingly collect information from users under a specified age (e.g., under 16), and we will delete any data inadvertently collected from such individuals if notified or detected.

**Research and Survey Data:** Information collected through voluntary surveys, polls, or research activities, which may be anonymized or aggregated for analysis to enhance our services.

**Compliance with Law Enforcement Requests:** Data disclosed in response to lawful requests by law enforcement or regulatory authorities, following our compliance and data protection obligations.

**Inferences and Derived Data:** Inferences drawn from collected data to create profiles, segments, and preferences, allowing us to personalize our services and provide targeted marketing where appropriate.

**International Transfers and Jurisdictional Disclosures:** Data transferred internationally, as needed, under compliance with local laws (e.g., GDPR and Standard Contractual Clauses for data transfers from the EU) and based on jurisdictional requirements.

We collect this information directly from you, through automated technologies, and from third-party sources. This data is used for the purposes outlined in this Privacy Policy and retained as necessary to fulfill our legal, contractual, and business obligations.

#### 4. Special Categories of Personal Data

We are committed to handling any special categories of personal data (also known as sensitive data) in strict compliance with applicable laws, such as GDPR Article 9 and other global privacy standards.

**Special categories of personal data** may include, but are not limited to, the following types of information:

- Racial or ethnic origin
- Political opinions
- Religious or philosophical beliefs
- Trade union membership
- Genetic data
- Biometric data used for identification
- Health-related data
- Sexual orientation or sex life information

- Criminal conviction or offense information (where legally required)

### **Conditions for Processing Special Categories of Personal Data:**

We process special categories of personal data only under the following conditions:

1. **Explicit Consent:** Where required by law, we obtain explicit consent from you before collecting or processing any special categories of personal data.
2. **Compliance with Legal Obligations:** We may process this data if necessary to comply with legal obligations or regulatory requirements, particularly in areas of identity verification, anti-money laundering (AML), and counter-terrorism financing (CTF).
3. **Employment, Social Security, or Social Protection Law:** If applicable, we may process special categories of data in the context of employment, social security, or social protection law, subject to safeguards for the protection of your rights.
4. **Vital Interests:** In cases of medical emergencies or where your vital interests are at stake, we may process certain sensitive data to protect your safety or health.
5. **Substantial Public Interest:** Under specific legal frameworks, we may process special categories of data if required for substantial public interest, as defined by relevant legal authorities and under lawful safeguards.
6. **Legal Claims or Defense:** If necessary for the establishment, exercise, or defense of legal claims, we may process sensitive data in compliance with relevant laws.
7. **Processing for Archiving, Research, or Statistical Purposes:** We may process special categories of data for archiving, scientific research, or statistical purposes, in alignment with applicable legal requirements and under strict data minimization principles.

We implement heightened security measures to protect any special categories of personal data we process. If you have questions about how we handle sensitive data, please contact our Data Protection Officer (DPO) or refer to the relevant jurisdictional privacy standards provided on our website.

## **5. How We Collect Personal Data**

### **Direct Collection from Users:**

**Account Registration and Profile Setup:** Information such as Identity Data, Contact Data, Financial Data, and Profile Data is collected directly when users create an account, set up their profile, or otherwise interact with our registration forms. This includes consent-based sensitive data collection, only in jurisdictions where such information is required or allowed (e.g., under GDPR, explicit consent is required for processing sensitive data).

**Customer Service Inquiries:** Personal information may be gathered through customer service interactions, including Identity Data, Contact Data, and Profile Data, to respond to inquiries, verify identity, and resolve issues.

**Surveys, Feedback, and Promotions:** When users participate in surveys, promotions, or give feedback, we may collect Profile Data, Usage Data, and Marketing and Communications Data to understand user preferences and improve services.

**Marketing and Newsletter Subscriptions:** Users may provide Contact Data and Marketing and Communications Data when subscribing to newsletters or promotional materials, with opt-in/opt-out mechanisms in place according to jurisdictional requirements.

### **Automatic Collection:**

**Cookies and Tracking Technologies:** Cookies, web beacons, and similar tracking technologies automatically collect information such as Technical Data, Usage Data, and Location Data when users visit our website or use our app. This includes information on user behavior, device information, and browsing preferences. Users are informed of cookie use and provided with opt-out options for non-essential cookies in compliance with regional regulations (e.g., GDPR and CCPA).

**Log Files and System Monitoring:** We automatically collect and log Technical Data (e.g., IP addresses, browser type, operating system) and usage data to help secure and maintain the performance of our services.

**Analytics and Behavioral Data:** We may automatically gather aggregated data for analytics and performance tracking to enhance user experience. This includes data collected by third-party analytics services to analyze user behavior and engagement, providing insights into site and service improvements.

**Geolocation and IP-Based Location Tracking:** In certain cases, we may collect general or precise Location Data to personalize services or detect suspicious activity. Users are informed of location-based tracking practices and are provided with opt-out options wherever feasible.

### **Data from Third Parties:**

**External Verification Services:** To meet regulatory requirements, such as Know Your Customer (KYC) and Anti-Money Laundering (AML) compliance, Identity Data, Contact Data, and Financial Data may be collected from external verification services or credit bureaus.

**Payment Processors and Financial Institutions:** We may collect Financial Data, Transaction Data, and Contact Data from payment processors or banks in connection with payments, deposits, withdrawals, and other financial transactions made on our platform.

**Marketing Partners and Advertisers:** Third-party marketing and advertising partners may provide Profile Data, Usage Data, and Marketing and Communications Data to help us offer relevant products and services. We only work with partners who agree to abide by strict data privacy and security standards.

**Analytics and Advertising Providers:** We partner with third-party analytics providers to gather data on user engagement, preferences, and service usage patterns. This data is often aggregated and anonymized, but where identifiable data is involved, users are given control over the collection and use of their data in line with applicable regulations.

#### **Public Records and Compliance-Based Data Collection:**

**Public Databases and Government Records:** To meet regulatory requirements, we may collect publicly available data or information from government records, particularly for compliance with KYC, AML, or fraud prevention measures.

**Legal and Regulatory Compliance:** Data collected for compliance with legal obligations may include data from public sources, government agencies, and authorized verification entities, used solely for verifying user identities, ensuring regulatory compliance, and protecting against fraudulent activity.

## **6. Purposes and Legal Bases for Processing Data**

This section outlines the specific purposes for which we collect and process personal data, along with the legal basis for each purpose as required by applicable data protection laws, including but not limited to the GDPR, CCPA, and other global frameworks.

### **Account Registration and Profile Setup**

**Purpose:** To facilitate the registration of user accounts, profile setup, and service personalization.

**Legal Basis:** Contractual Necessity – Processing is required to create and maintain a user account, as per the terms agreed upon with users.

### **Identity Verification and Compliance Checks**

**Purpose:** To verify user identity as part of KYC (Know Your Customer) and AML (Anti-Money Laundering) requirements and prevent unauthorized access.

**Legal Basis:** Compliance with Legal Obligations – Required by financial and regulatory standards globally to ensure a secure platform and prevent fraudulent activity.

### **Transaction Processing and Financial Operations**

**Purpose:** To facilitate deposits, withdrawals, and other transactions within the platform.

**Legal Basis:** Contractual Necessity – Processing is essential for fulfilling user-initiated transactions and managing related financial interactions.

### **Customer Support and Service Improvement**

**Purpose:** To provide customer support, troubleshoot issues, and improve service quality.

**Legal Basis:** Legitimate Interests – It is in our legitimate interest to respond to user inquiries and improve platform functionality and user satisfaction.

### **Fraud Prevention and Security Monitoring**

**Purpose:** To detect, prevent, and manage risks associated with fraud, cyber threats, and other security concerns.

**Legal Basis:** Legitimate Interests and Compliance with Legal Obligations – Processing is necessary to protect user accounts, prevent fraudulent activity, and comply with industry-standard security protocols.

### **Marketing Communications and Promotional Activities**

**Purpose:** To send marketing communications, promotional content, and service updates to users who have opted in.

**Legal Basis:** User Consent – Users must provide explicit consent to receive marketing communications, and can opt out at any time.

### **Service Analytics and Performance Optimization**

**Purpose:** To gather data on service usage, conduct analytics, and optimize platform performance.

**Legal Basis:** Legitimate Interests – Analyzing user interaction helps improve platform functionality and tailor user experiences, supporting business growth and service development.

### **Legal Compliance and Reporting**

**Purpose:** To meet legal obligations, respond to regulatory inquiries, and fulfill reporting requirements.

**Legal Basis:** Compliance with Legal Obligations – Processing is required to comply with applicable laws, including reporting to tax authorities, law enforcement, or other regulatory bodies as necessary.

### **Consent-Based Data Processing (for Sensitive Data or Region-Specific Requirements)**

**Purpose:** For processing data requiring explicit consent under jurisdictional rules (e.g., sensitive data categories in the EU, health data, or biometric data).

**Legal Basis:** User Consent – In cases where sensitive data is involved, explicit consent is required, and users are informed of their rights and data usage.

### **Personalization and User Experience Enhancement**

**Purpose:** To customize the user experience, recommend products/services, and enhance overall user satisfaction.

**Legal Basis:** Legitimate Interests – Providing a personalized experience aligns with our business interests in promoting engagement and satisfaction.

### **Data Storage and Backup for Operational Continuity**

**Purpose:** To store and back up user data securely for operational integrity and continuity.

**Legal Basis:** Legitimate Interests and Compliance with Legal Obligations – Ensures data integrity, supports compliance with regulatory record-keeping requirements, and enhances disaster recovery measures.

### **Data Analysis for Product Development and Improvement**

**Purpose:** To analyze data for developing new features, services, and product offerings that meet user needs.

**Legal Basis:** Legitimate Interests – Analyzing user data informs innovation and helps align offerings with market demand, supporting strategic business objectives.

## Responding to Legal Inquiries and Law Enforcement Requests

**Purpose:** To respond to inquiries from law enforcement or governmental authorities, as well as manage litigation or claims.

**Legal Basis:** Compliance with Legal Obligations – Processing is necessary to adhere to applicable laws and regulatory requirements for cooperating with official investigations or legal processes.

## 7. International Data Transfers

In order to provide our services and operate effectively across multiple regions, we may need to transfer your personal data outside of your home country, including to countries that may not have the same level of data protection as your jurisdiction. We are committed to protecting your data during these transfers and ensuring it is handled securely and in compliance with applicable privacy laws.

### Cross-Border Data Transfer Mechanisms

When transferring data internationally, we use appropriate safeguards to ensure an adequate level of protection for your data, such as:

**Standard Contractual Clauses (SCCs):** For transfers outside the European Economic Area (EEA), we use SCCs approved by the European Commission as a lawful transfer mechanism, obliging our recipients to protect personal data in compliance with GDPR standards.

**Binding Corporate Rules (BCRs):** For intra-group transfers, we may use BCRs approved by relevant data protection authorities, ensuring our group entities comply with strict data protection policies, regardless of location.

**Privacy Shield Framework (where applicable):** Although the EU-U.S. Privacy Shield has been invalidated for EEA-U.S. transfers, we comply with other Privacy Shield obligations for transfers to U.S. entities certified under this or equivalent frameworks, while implementing additional safeguards to meet legal requirements.

### Additional Safeguards for Global Compliance

We use encryption, pseudonymization, and data minimization techniques to secure data during cross-border transfers, helping to protect data privacy and integrity regardless of jurisdiction.

We periodically review the legal adequacy of international data transfer mechanisms to ensure that our practices remain compliant with evolving global regulations, such as the GDPR, UK GDPR, and other data protection frameworks.

## User Rights and Data Transfer

If you are a resident of a jurisdiction with specific data transfer rights, such as the European Union, you have the right to request details of our cross-border transfer mechanisms and protections. To exercise this right or inquire further, please contact our Data Protection Officer (DPO) using the details provided in the **Contact Information** section.

## Third-Party Transfers and International Agreements

Where we share personal data with third-party service providers located in other countries, we ensure that they adhere to similar protective measures as outlined above, requiring contractual commitments to uphold data privacy and security in line with applicable laws.

By continuing to use our services, you acknowledge and agree to these international data transfer practices, understanding that your data may be processed in countries with varying levels of data protection laws.

## 8. Security Measures

We prioritize the security of your personal data and implement robust physical, technical, and administrative measures to protect against unauthorized access, disclosure, alteration, and destruction. Our security framework is designed to meet or exceed industry standards, safeguarding your data throughout its lifecycle.

### Technical Security Measures

**Encryption:** We use advanced encryption protocols (e.g., AES-256) to protect your data in transit and at rest, ensuring your information remains confidential and secure.

**Network Security Controls:** Our systems are protected by firewalls, intrusion detection systems (IDS), and intrusion prevention systems (IPS) to detect and mitigate potential threats and unauthorized access attempts.



**Access Control and Authentication:** Access to your personal data is restricted to authorized personnel only, with authentication requirements such as multi-factor authentication (MFA) to further protect sensitive information.

### Physical Security Measures

**Data Center Protection:** We host our servers in secure data centers that adhere to stringent physical security standards, including 24/7 surveillance, biometric access controls, and restricted personnel access.

**Office Security:** Access to our office spaces is limited to employees and authorized personnel, with security protocols including badge access, video surveillance, and visitor logging.

### Administrative Security Practices

**Data Access Management:** Access to personal data is granted based on job requirements under the principle of least privilege, ensuring that employees only access the information necessary for their roles.

**Employee Training and Awareness:** We conduct regular security awareness training for all employees to reinforce data protection protocols and reduce human error risks.

**Incident Response Plan:** We maintain a comprehensive incident response plan to address and mitigate potential data breaches promptly. In case of a security breach, we notify affected users as required by applicable laws and regulations.

### Regular Security Audits and Assessments

**Vulnerability Testing:** We perform regular vulnerability assessments and penetration testing to proactively identify and address security gaps in our systems.

**Compliance Audits:** We undergo periodic third-party audits to ensure adherence to regulatory and security standards, reinforcing our commitment to data security.

By implementing these multi-layered security measures, we aim to safeguard your personal data against evolving threats, ensuring the highest standards of protection.

## 9. Data Retention

We retain your personal data only as long as necessary to fulfill the purposes for which it was collected, including to comply with legal, regulatory, accounting, or reporting requirements. Our retention practices are governed by the following principles:

### **Retention Duration**

**Service Provision and Contractual Obligations:** We retain your data as long as you hold an account with us or continue to use our services, and for a specified period after account closure, as required by applicable law or to fulfill our contractual obligations.

**Legal Compliance:** We may retain personal data for extended periods if required by legal, regulatory, tax, or accounting obligations. This period may vary based on jurisdiction-specific requirements.

**Legitimate Business Purposes:** Data related to fraud prevention, audit requirements, and security measures may be retained for longer periods to protect our users and the integrity of our services.

### **Criteria for Retention Periods**

**Nature and Sensitivity of Data:** We consider the type of personal data and the sensitivity of the information when determining the retention period, prioritizing data minimization principles.

**User Preferences:** Where applicable, users may select retention preferences for certain types of data, such as opting to save or delete data related to service usage.

**Impact on User Privacy:** Retention periods are reviewed regularly to ensure alignment with user privacy expectations and current industry standards.

### **Rights to Request Deletion or Anonymization**

**Requesting Deletion:** Users have the right to request the deletion of their personal data in certain circumstances, such as when data is no longer needed for its original purpose, or if consent is withdrawn where consent is the lawful basis for processing.

**Data Anonymization:** Where deletion is not possible due to legal or regulatory constraints, we may anonymize your data, rendering it non-identifiable to ensure privacy.

**Retention Beyond Deletion Requests:** In cases where a deletion request conflicts with legal obligations or rights to retain data, we may retain only the

minimum amount necessary to comply with applicable laws or resolve disputes.

We continually review and update our data retention policies to ensure compliance with legal standards and respect user privacy rights. For specific questions regarding retention periods related to your personal data, you may contact our privacy team.

## 10. Cookies and Tracking Technologies

Our website and services use cookies and similar tracking technologies to enhance your experience, improve functionality, and analyze usage patterns. This section describes how we use these technologies and your choices regarding them.

### What Are Cookies?

Cookies are small text files stored on your device when you visit our website. They help us remember your preferences, improve site functionality, and provide a tailored browsing experience. Cookies may be "session" cookies, which are deleted when you close your browser, or "persistent" cookies, which remain on your device until they expire or you delete them.

### Types of Cookies We Use

**Essential Cookies:** These are necessary for the website to function properly and cannot be disabled in our systems. They enable core functionality, such as security, authentication, and user preferences.

**Performance and Analytics Cookies:** These cookies help us analyze website usage and measure performance. We use analytics providers (e.g., Google Analytics) to gather data on traffic, usage patterns, and user behavior to improve our services.

**Functional Cookies:** Functional cookies remember your preferences and choices, enhancing your experience. This includes remembering your login details or language preferences.

**Advertising and Targeting Cookies:** We may use these cookies to display relevant ads and track the effectiveness of our marketing campaigns. They may also be used by third-party advertising partners to build a profile of your interests and show relevant ads on other sites.

### Other Tracking Technologies

**Web Beacons and Pixels:** We may use web beacons or tracking pixels within our emails and on our website to understand engagement and usage.

These are tiny graphic files that enable us to track whether you've opened our emails or interacted with specific content.

**Device Fingerprinting and IP Tracking:** To enhance security and personalize your experience, we may use IP addresses and unique device identifiers. This data helps us better understand site usage and detect fraudulent activity.

## Managing Your Cookie Preferences

**Browser Settings:** You can manage or disable cookies through your browser settings. Most browsers allow you to reject or delete cookies, though this may affect website functionality.

**Cookie Banners and Preferences Center:** Our website may provide a cookie banner or preferences center to allow you to manage your cookie settings. You can adjust your cookie preferences at any time through this tool.

**Opt-Out for Third-Party Tracking:** For analytics and advertising cookies, we provide options to opt-out from third-party providers, such as Google Analytics and other ad networks. Information on how to opt out can be found on the provider's website.

**Do Not Track (DNT):** We currently do not respond to DNT signals sent by browsers due to the lack of an industry standard for such requests. However, we provide users with options to manage tracking preferences through our website and browser settings.

## Cookie Retention and Updates

**Cookie Duration:** Each cookie has a specific expiration date. Session cookies are deleted once you close your browser, while persistent cookies remain until their expiry date. You can manually delete cookies through your browser settings.

**Policy Updates:** We may periodically update this policy to reflect changes in tracking technology or legal requirements. Any significant updates will be communicated to you via our website or email.

For more information on the cookies and tracking technologies used on our website, please review our [Cookie Policy](#) or contact our privacy team.

## 11. Marketing and Communications

We may process your personal data to keep you informed about our latest products, services, promotions, and other updates. This section describes our practices

concerning marketing communications and your rights to manage these communications.

## **User Rights to Consent and Manage Preferences**

**Consent for Marketing Communications:** We will only send you marketing communications, such as promotional emails or newsletters, with your explicit consent. Consent is usually obtained during account registration, sign-ups for newsletters, or through direct interactions with our services.

**Managing Preferences:** You have the right to change your marketing preferences at any time. This includes the ability to unsubscribe, choose specific types of communications, or update frequency preferences. Changes can be made through your account settings or by contacting our support team.

## **Opt-Out Options and Process**

**Unsubscribing from Marketing Communications:** Each marketing email contains an "unsubscribe" link for easy opt-out. Additionally, you may update your preferences in your account settings to stop receiving certain types or all marketing communications. Please note that opting out of marketing communications does not affect your receipt of non-promotional communications, such as account-related notifications.

**Opting Out of Third-Party Marketing:** If you previously consented to us sharing your information with third-party partners for marketing, you can withdraw this consent at any time. You can do this by updating your preferences in your account or reaching out to our support team for assistance.

## **Third-Party Marketing and Data Sharing**

**Use of Third-Party Marketing Partners:** We may partner with third-party marketing companies to display ads that may interest you based on your activity on our platform. These third parties are bound by data protection agreements and will only use your data for the agreed-upon purpose.

**Social Media and Advertising Platforms:** We may share limited personal information with advertising partners like Google, Facebook, or similar platforms, provided you have given us explicit consent. These platforms allow you to manage your ad preferences and control targeted advertising settings independently.

## **Legal Basis for Marketing Communications**

**Legitimate Interest:** In some cases, we may rely on our legitimate interest to send marketing communications relevant to your relationship with us. We carefully consider our marketing interests against your privacy rights and always provide you with clear opt-out mechanisms.

**User Consent:** For personalized marketing or when processing sensitive information, we depend on your explicit consent. Consent may also be required when sharing data with third-party marketing partners.

## Policy Updates and Notifications

**Changes to Marketing Policies:** If we make any changes to our marketing practices, including partnerships with third-party vendors, we will notify you by email or via a notice on our website. This ensures that you stay informed and can review and update your preferences as necessary.

**Data Security and Compliance:** We implement robust security measures to protect your data in our marketing processes. We also require any third-party marketing partners to adhere to data protection standards and ensure data security.

If you have any questions about managing your marketing preferences, need assistance opting out, or wish to discuss how we use your information, please contact our support team. For more information on your rights, please refer to the relevant sections of this Privacy Policy.

## 12. Third-Party Sharing and Disclosure

We may share your personal data with third parties for various purposes essential to our operations and legal obligations. This section explains the categories of third parties with whom we may share your data, the purposes for sharing, and your rights related to such disclosures.

### Service Providers

**Purpose:** We engage third-party service providers to perform essential services on our behalf, such as payment processing, identity verification, customer support, and infrastructure maintenance.

**Data Shared:** Only the data necessary for the specific purpose (e.g., financial data for payment processing or identity data for verification) is shared with these providers.

**Data Security and Confidentiality:** All third-party service providers are bound by data protection agreements to ensure the security, confidentiality,

and lawful handling of your data, complying with relevant data protection laws.

## Law Enforcement and Regulatory Authorities

**Legal Compliance:** We may be required to share your personal data with law enforcement, regulatory authorities, or other government bodies to comply with legal obligations, respond to lawful requests, or enforce our policies.

**Fraud Prevention and Investigation:** To protect our users and prevent fraudulent activities, we may share data with law enforcement agencies if we suspect unauthorized activities, security incidents, or potential fraud.

**User Notification:** Where permitted by law, we will notify you before disclosing your information to authorities. However, we may be restricted from doing so in cases where the law prohibits prior notification (e.g., during an active investigation).

## Business Partners and Affiliates

**Business Partners:** In cases where you explicitly consent, we may share limited data with business partners who offer complementary products or services. This may include co-branded promotions or joint marketing activities.

**Affiliates:** We may share data with affiliated companies or subsidiaries within our corporate group to deliver our services effectively, improve user experience, or conduct internal analysis.

**User Control and Consent:** We only share your personal data with business partners or affiliates after obtaining explicit consent from you, and you have the right to opt-out of such data sharing at any time by updating your preferences or contacting our support team.

## Third-Party Advertising and Analytics

**Advertising Networks:** To provide personalized content or advertisements, we may share pseudonymized data with third-party advertising networks. These third parties may use tracking technologies to deliver advertisements based on your browsing behavior and preferences.

**Analytics Providers:** We may share certain information with third-party analytics providers to help us understand usage patterns and improve our services. Analytics providers may use cookies, log files, and other tracking technologies to collect data on user behavior.

**User Consent:** We require your consent before sharing data with advertising partners, especially for targeted or interest-based advertising. You have the option to manage and control these settings through your account or directly with advertising platforms.

### Corporate Transactions

**Business Transfers:** In the event of a merger, acquisition, restructuring, or sale of assets, your data may be transferred to the acquiring or merging entity. We will ensure that any new entity adheres to this Privacy Policy's terms and provides adequate data protection.

**User Notification:** Should a corporate transaction take place, we will notify you and provide options to manage or delete your data as appropriate.

### Third Parties with Your Explicit Consent

**User-Initiated Sharing:** We may disclose your information to third parties if you initiate and consent to such sharing (e.g., sharing specific data for use in a third-party application or service).

**Customizable Sharing Options:** You can review and update your consent to share data with specific third parties through your account settings. Any withdrawal of consent will take effect immediately and will be communicated to the relevant third parties.

## 13. User Rights and Choices

We are committed to respecting your rights concerning your personal data and providing you with the necessary options to manage your data. This section outlines your rights under applicable data protection laws, the processes to exercise these rights, and the options available for managing your data and privacy preferences.

### Access Rights

**Right to Access:** You have the right to request a copy of the personal data we hold about you, along with information on how your data is used and shared. To request access, please contact our support team or use the designated request form available in your account settings.

**Response Time:** We strive to respond to all access requests within one month, in accordance with applicable laws. In cases of complex requests, this period may be extended, and we will notify you accordingly.

### Correction and Deletion



**Right to Correction:** If you believe any of the personal data we hold about you is inaccurate or incomplete, you have the right to request a correction. We will update or rectify any inaccuracies promptly after verifying the information.

**Right to Deletion:** You may request the deletion of your personal data under certain circumstances, such as when the data is no longer necessary for the purposes it was collected or when you withdraw consent. However, we may retain some data if required by law or for legitimate business purposes (e.g., fraud prevention).

**Deletion Process:** To request data deletion, contact our support team or submit a request through your account settings. We will provide confirmation once your request is processed.

## Restriction and Objection

**Right to Restrict Processing:** You can request a restriction on processing your data in certain situations, such as if you contest the accuracy of the data or if you object to our processing based on legitimate interests.

**Right to Object:** You have the right to object to certain types of processing, including profiling or direct marketing. If you object, we will cease the relevant processing activities unless we have a compelling legitimate ground to continue or are required by law.

**How to Exercise:** To request a restriction or object to processing, please update your preferences in your account settings or contact our support team directly.

## Data Portability

**Right to Data Portability:** Where technically feasible, you may request a copy of your personal data in a commonly used, machine-readable format. This right applies to data that you provided directly to us and which is processed based on your consent or a contract.

**Transfer Request:** You may request that we transfer this data to another service provider where applicable. Please reach out to our support team for data portability requests, and we will facilitate this transfer within a reasonable timeframe.

## Withdraw Consent

**Right to Withdraw Consent:** If we rely on your consent to process certain personal data, you may withdraw this consent at any time. This withdrawal will not affect the legality of data processing that occurred prior to withdrawal.

**Implications of Withdrawal:** Withdrawing consent may limit or prevent certain services or functionalities that rely on this data. We will inform you of any specific impacts when you choose to withdraw consent.

**How to Withdraw:** You can withdraw consent by updating your preferences in your account settings, selecting the “unsubscribe” link in any marketing communication, or contacting our support team directly.

### **How to Submit Requests and Manage Your Choices**

**Submitting Requests:** All requests regarding your data rights can be made by contacting our support team or using the relevant sections in your account settings. To ensure security, we may require additional verification before processing your request.

**Managing Preferences:** In addition to formal data requests, you can manage various privacy preferences, including marketing communications and cookie settings, directly in your account settings or through our Cookie Policy.

## **14. Region-Specific Disclosures**

To ensure compliance with regional data protection laws, this section outlines specific privacy rights and provisions applicable to users in various jurisdictions, including the European Economic Area (EEA), United Kingdom (UK), United States (California), Brazil, China, and other regions.

### **European Economic Area (EEA) and United Kingdom (UK) - GDPR Compliance**

**Data Processing Rights:** As per the General Data Protection Regulation (GDPR), users in the EEA and UK have rights to access, rectify, erase, restrict, and object to the processing of their personal data. Users may also request data portability.

**Data Protection Officer (DPO):** We have appointed a Data Protection Officer (DPO) responsible for overseeing GDPR-related inquiries. For GDPR-specific questions, please contact our DPO via the contact details listed on our website.

**Legal Basis for Processing:** We process data based on contractual necessity, legitimate interest, consent, and compliance with legal obligations, as required by GDPR.

**Cross-Border Transfers:** We use Standard Contractual Clauses (SCCs) and other safeguards to protect personal data transferred outside of the EEA or UK.

## California (U.S.) - CCPA and CPRA Compliance

**Right to Know and Access:** California residents have the right to know what personal data is collected, the purposes for collection, and the categories of third parties with whom data is shared.

**Right to Delete and Correct:** Users may request the deletion of personal data or correction of inaccuracies, subject to exceptions provided by law.

**Right to Opt-Out of Sale or Sharing of Personal Data:** Users can opt out of the sale or sharing of personal information to third parties for advertising or profiling purposes. Users can update these preferences in their account settings or by contacting support.

**Non-Discrimination:** We will not discriminate against users exercising their rights under the California Consumer Privacy Act (CCPA) or California Privacy Rights Act (CPRA).

**Verification Process:** To verify identity, we may request additional information when a CCPA or CPRA request is made.

## Brazil - LGPD Compliance

**Data Protection Rights:** Under the Brazilian General Data Protection Law (Lei Geral de Proteção de Dados, LGPD), Brazilian users have the right to access, correct, anonymize, restrict, or delete personal data. Users may also request information on data-sharing practices and the right to data portability.

**Legal Basis for Processing:** We process personal data based on consent, performance of contracts, compliance with legal obligations, and legitimate interests.

**Data Protection Officer:** Contact details for our Data Protection Officer can be found on our website for LGPD-related inquiries.

**Cross-Border Transfers:** For data transfers outside of Brazil, we use legal mechanisms such as Standard Contractual Clauses (SCCs) to ensure data protection compliance.

## China - Personal Information Protection Law (PIPL) Compliance

**Local Data Storage Requirements:** For users in China, we comply with the Personal Information Protection Law (PIPL) regarding local data storage and specific rules on cross-border data transfers.

**User Rights:** Chinese users have the right to access, correct, delete, and request explanations regarding the processing of their personal data. Additional rights may apply under PIPL.

**Data Transfer and Cross-Border Compliance:** We ensure compliance with PIPL requirements for data transfers by utilizing approved transfer mechanisms and conducting security assessments.

## Other Jurisdictions

**Australia:** We comply with the Australian Privacy Act, ensuring transparency, user consent for data sharing, and options for accessing and correcting personal data. Users have the right to contact our support team for questions regarding data processing in Australia.

**Singapore:** Compliance with Singapore's Personal Data Protection Act (PDPA) includes protection measures for personal data, along with the right to access, correct, or request deletion of personal data.

**Canada:** We adhere to the Personal Information Protection and Electronic Documents Act (PIPEDA) for Canadian users, providing transparency in data processing, user rights to access or correct personal information, and privacy by design for digital services.

For more information or to exercise your rights, please refer to our contact information provided on the website or in your account settings.

## 15. Children's Privacy

We are committed to protecting the privacy of children and complying with all relevant laws, including the Children's Online Privacy Protection Act (COPPA) in the United States, General Data Protection Regulation (GDPR) requirements in the European Economic Area (EEA), and similar global regulations concerning children's data privacy.

**Age Restrictions:** Our services are not intended for individuals under the age of 18. We do not knowingly collect, store, or process personal information from children under the age of 18 without verifiable parental consent. If we become aware that we have inadvertently collected such data, we will take prompt steps to delete it from our records.

**Parental Consent Requirements:** In situations where we may offer age-appropriate services requiring parental or guardian consent, we ensure compliance with

applicable legal standards. Parental consent forms, when necessary, must be completed and verified before any data collection or processing related to a child.

**Rights of Parents and Guardians:** Parents or legal guardians have the right to review, request deletion, or restrict further collection or use of their child's information. Requests can be submitted via our support channels listed on our website.

**Educational and Informational Resources for Parents:** We encourage parents and guardians to monitor their children's online activities and to educate them about safe and responsible practices for protecting their privacy online.

If you have any questions or concerns regarding our Children's Privacy Policy or suspect any unauthorized collection of information, please contact us at [privacy@aetx.io](mailto:privacy@aetx.io). We respond promptly to address any privacy issues relating to minors.

## 16. Automated Decision-Making and Profiling

We may use automated decision-making or profiling in limited cases to provide services more efficiently, ensure regulatory compliance, or enhance user experience. Automated decisions are those made without human intervention, and profiling involves evaluating certain personal aspects, such as user preferences or transaction history, to provide customized services or content.

**Types of Automated Decisions:** Automated processes may be used for:

**Fraud Detection and Security:** Monitoring account activity to identify potential fraudulent activities and protect account security.

**Risk Assessment:** Assessing risk levels based on user behavior, transaction patterns, or compliance with legal standards.

**Personalized Marketing:** Tailoring marketing communications or product recommendations based on user interaction and preferences.

**User Rights in Relation to Automated Decisions:** In compliance with relevant regulations, users have the right to:

**Request Human Intervention:** Users can request a human review of decisions that significantly affect them, especially in cases related to financial eligibility, fraud determinations, or risk assessments.

**Express Their Point of View:** Users can provide feedback or additional information that may impact the automated decision.

**Contest Automated Decisions:** If users believe a decision was made inaccurately or unfairly, they have the right to contest the decision.

**How to Exercise Your Rights:** Users may exercise their rights regarding automated decision-making and profiling by contacting our support team through [privacy@aetx.io](mailto:privacy@aetx.io). We will respond promptly and aim to ensure fair treatment in all automated processes.

Our commitment is to operate transparently with respect to automated processing and to uphold user rights in compliance with applicable laws, including GDPR, CCPA, and other relevant global privacy standards.

## 17. Updates to This Policy

We may periodically update this Privacy Policy to reflect changes in our services, legal requirements, or our data handling practices. We will notify users of any material changes in the following ways:

**Notification of Changes:** We will inform users of significant updates via email, account notifications, or by posting a notice on our website.

**Access to Updated Policy:** Users can always access the most current version of this Privacy Policy on our website. Each updated version will display the "Last Updated" date to indicate when the changes took effect.

**User Acknowledgment:** By continuing to use our services after updates to this Privacy Policy, users acknowledge and accept the revised terms. We encourage users to review the Privacy Policy regularly to stay informed of any changes that may impact their rights or how we collect and process personal data.

For any questions or concerns about changes to this Privacy Policy, users can reach out to our Data Protection Officer (DPO) or support team via [privacy@aetx.io](mailto:privacy@aetx.io).

## 18. How to Exercise Your Rights

We are committed to supporting users in exercising their rights regarding personal data. Users can submit data requests, including access, correction, deletion, restriction, portability, and other rights, as outlined in this Privacy Policy.

**Submitting Requests:** To exercise any rights, users may contact us through the designated channels provided in this Privacy Policy or our website. Requests should clearly state the nature of the inquiry, including the specific rights being exercised.

**Verification Requirements:** For security and identity protection, we may require users to provide specific information to verify their identity before fulfilling requests.

This could include details such as account identifiers or prior transaction history to confirm the requestor's identity and prevent unauthorized access.

**Response Time:** We aim to address all valid requests within one month or as required by applicable laws. Complex requests or multiple inquiries may require additional time, in which case we will notify users of any anticipated delays.

**Rights for Authorized Representatives:** If a request is submitted by an authorized representative, we may require proof of authorization, such as legal documentation or a written consent from the user.

Users who have questions about their rights or need assistance with submitting a request can contact our support team or Data Protection Officer (DPO) using the contact information provided in this Privacy Policy.

## 19. Contact Information

For any questions or concerns regarding this Privacy Policy or the handling of your personal data, you may contact us through the following channels:

### Privacy Support

Email: [privacy@aetx.io](mailto:privacy@aetx.io)

### Data Protection Officer (DPO)

If you have specific inquiries regarding data protection or would like to exercise your rights, you may contact our DPO directly at:

Email: [privacy@aetx.io](mailto:privacy@aetx.io)

### Complaints and Regulatory Agency Contact

We take privacy concerns seriously and aim to resolve all inquiries directly. If you are dissatisfied with our response, you may have the right to lodge a complaint with a regulatory authority. Contact information for various jurisdictions includes:

**European Union:** Contact the appropriate supervisory authority within your country of residence.

**United Kingdom:** Information Commissioner's Office (ICO) – [ico.org.uk](https://ico.org.uk)

**United States:** U.S. Federal Trade Commission (FTC) – [ftc.gov](https://ftc.gov)

**Brazil:** National Data Protection Authority (ANPD) – [gov.br/anpd](https://gov.br/anpd)

**California (United States):** California Privacy Protection Agency – [cppa.ca.gov](https://cppa.ca.gov)

This contact information is available to support users in exercising their rights or reaching out with any privacy-related inquiries. We recommend referring to this section for guidance on getting in touch for prompt assistance.



# Cookie Policy

**Last Updated: November 4, 2024**

This Cookie Policy explains how AetherX and its affiliates (collectively, “we,” “us,” or “our”) use cookies and similar tracking technologies on our Services, including our website, mobile app, and other digital properties (collectively, “Services”). By using our Services, you consent to our use of cookies and related technologies under this policy, except where your consent is required explicitly by law, such as in the European Economic Area (EEA).

If you do not agree to our use of cookies and similar technologies, you may disable cookies in your browser settings, though some features of our Services may not work as intended without cookies. Please review the instructions below for managing your cookie settings.

## 1. Definitions of Cookies and Similar Technologies

**Cookies:** Small text files stored on your browser or device by websites you visit, allowing those websites to remember information about you, like login details and language preferences.

- **Session Cookies:** Temporary cookies that are deleted when you close your browser. They help with navigation on the site and essential functions.
- **Persistent Cookies:** Cookies that remain on your device for a set period after the session ends. They store user preferences and activity.

**Web Beacons:** Small, often invisible images or scripts in emails or web pages that allow us to confirm when an email has been opened or track other actions on our site.

**Similar Technologies:** Technologies like Flash cookies and HTML5 Local Storage used to store information, monitor user behavior, or enhance user experience.

## 2. Types of Cookies We Use

We categorize our cookies based on their purpose and whether they are set by us or third-party providers. The primary types include:

**Strictly Necessary Cookies:** Essential for the operation of our Services, such as logging in and securing access to account information.

**Performance Cookies:** Collect data on how users interact with our Services, helping us improve site performance and troubleshoot issues.

**Functionality Cookies:** Remember your preferences (such as language or region) and personalize content based on your settings.

**Targeting/Advertising Cookies:** Track your browsing habits to deliver personalized advertising and measure the effectiveness of our advertising campaigns.

**Third-Party Cookies:** Set by third parties (e.g., analytics providers or advertisers) and used to provide services on our behalf or track and improve our marketing campaigns.

### 3. Specific Cookies We Use

For a full list of the specific cookies used on our Services, including each cookie's name, purpose, and duration, please contact us.

### 4. Jurisdiction-Specific Disclosures

Depending on your location, additional disclosures may apply to ensure compliance with local laws:

**GDPR/EEA Users:** We require user consent for non-essential cookies and comply with the General Data Protection Regulation (GDPR) for EEA users.

**California Residents:** Under the California Consumer Privacy Act (CCPA), California users can opt out of certain third-party cookie tracking, including targeting and advertising cookies.

**Brazil (LGPD) and China (PIPL):** We comply with the Brazilian General Data Protection Law (LGPD) and the People's Republic of China's Personal Information Protection Law (PIPL) requirements for cookie usage, storage, and opt-in consent.

**Other Jurisdictions:** If local regulations apply, we ensure compliance with regional standards to protect user privacy.

### 5. Managing Your Cookie Preferences

You can control cookies and similar technologies by adjusting your browser settings to refuse cookies, delete cookies, or alert you when cookies are being sent. Please note that disabling cookies may affect your ability to use certain features on our Services.

For convenience, here are links to cookie management instructions for common browsers:

- [Chrome](#)
- [Safari](#)
- [Internet Explorer](#)
- [Mozilla Firefox](#)

To opt out of third-party cookies for advertising purposes, you can visit:

- [Network Advertising Initiative](#)
- [Digital Advertising Alliance](#)

## **6. Cookie Duration and Retention**

The length of time a cookie remains on your device depends on whether it's a session or persistent cookie. Session cookies expire when you close your browser, while persistent cookies expire at the end of their set duration. For specific cookie durations, please contact us.

## **7. Changes to This Cookie Policy**

We may update this Cookie Policy periodically. If we make any material changes, we will notify you through a prominent notice on our website. We encourage you to review this policy regularly to stay informed about our use of cookies and related technologies.

## **8. Contact Us**

If you have questions or concerns about our Cookie Policy or data practices, please contact us at:

- **Email:** [privacy@aetx.io](mailto:privacy@aetx.io)

For additional information on how we handle your data, please refer to our [Privacy Policy](#).

# E-Sign Consent

Last Updated: November 4, 2024

**IMPORTANT: BY CREATING AN ACCOUNT OR USING ANY OF AETHERX'S SERVICES, YOU MUST CONSENT TO ELECTRONIC DELIVERY OF DISCLOSURES. READ THIS E-SIGN CONSENT FORM CAREFULLY.**

Please note that consenting to the electronic delivery of disclosures is required to open an AetherX account or use any Services (as defined in the User Agreement). If you do not consent to electronic delivery, you cannot create an account. Once your account is active, you may withdraw consent for electronic delivery and request paper communications at any time as outlined below.

This E-Sign Consent applies to any communications and disclosures that AetherX must provide to you by law in connection with your account or any related products and services ("Communications"). This E-Sign Consent is a supplement to and is to be interpreted in accordance with the [User Agreement](#) ("User Agreement").

## 1. Scope of Consent

By using AetherX's Services, you agree to receive Communications in electronic format and consent to us discontinuing paper Communications unless you withdraw consent as outlined below. Your consent to electronic delivery applies to, but is not limited to:

- Legal and regulatory disclosures associated with your account or Services.
- Notices and amendments to the User Agreement, Privacy Policy, Cookie Policy, or this E-Sign Consent.
- Account-related communications, including confirmations for deposits, withdrawals, or transactions.
- Responses to inquiries, claims, or any issues related to your account.

## 2. Methods of Electronic Communication

AetherX will provide Communications electronically through one or more of the following methods:

- Email notifications to your registered email address.
- Notifications posted on the AetherX website (aetx.io).
- Mobile push notifications or SMS messages when applicable.

## 3. Hardware and Software Requirements

To access, view, and retain electronic Communications, you must have the following:

- A valid email address capable of receiving communications.

- A computer, smartphone, or other device with internet access and a compatible web browser (e.g., Google Chrome, Mozilla Firefox, Apple Safari, Microsoft Edge) that supports 128-bit encryption.
- Enabled cookies and JavaScript in your browser settings for full functionality.
- A device capable of saving or printing electronic Communications for your records.

#### **4. Keeping Your Information Current**

You are responsible for providing accurate, up-to-date contact information, including a valid email address, to ensure that you receive all Communications. To update your information, log into your account and update your profile, or email us at [support@aetx.io](mailto:support@aetx.io).

#### **5. Withdrawing Consent**

You may withdraw your consent to receive electronic Communications at any time by emailing a written request to [support@aetx.io](mailto:support@aetx.io). Upon receiving your request, AetherX will process the withdrawal within a reasonable time. Please be aware that withdrawing consent will likely result in the termination of your account and suspension of related Services.

#### **6. Paper Communications**

All Communications sent electronically will be considered “in writing” and carry the same legal effect as paper documents. You should download or print copies of important Communications for your records. Communications will be considered received within 24 hours of being posted to the AetherX website or sent by email unless we receive notice that the email was not delivered.

#### **7. Changes to This E-Sign Consent**

AetherX reserves the right to change the terms of this E-Sign Consent or discontinue electronic delivery at its discretion. Should any changes be made, AetherX will notify you by electronic means as required by applicable law.

#### **Contact Us:**

If you have any questions about this E-Sign Consent, please contact us at:

- **Email:** [support@aetx.io](mailto:support@aetx.io)

# Commercial Entity Agreement

**Last Updated: November 4, 2024**

This Commercial Entity Agreement (the "Agreement") is provided to all entities that accept payment through AetherX ("AetherX") for processing card payments and other transactions, designating them as "Commercial Entities" as defined by applicable Card Brands. By agreeing to the terms outlined here, the merchant ("Merchant") enters into this Agreement to govern the authorization, settlement, and handling of transactions facilitated through AetherX. This Agreement, as well as any Master Services Agreement or equivalent agreement between Merchant and AetherX ("AetherX MSA"), shall together govern the relationship between AetherX, Merchant, and the respective Card Brand entities involved.

## 1. Merchant's Acceptance of Cards and Transaction Rules

Merchant is required to follow all relevant Card Brand Rules, AetherX compliance policies, and applicable legal standards, including but not limited to the following requirements:

**Bona Fide Transactions:** Merchant must ensure that every transaction submitted through AetherX is a genuine transaction, reflecting real customer interactions for the legitimate sale of goods or services. Transactions must not include:

- The collection of dishonored checks or other debts.
- Re-submissions or splitting of the same transaction into multiple transactions unless approved by AetherX.
- Any transaction intended to circumvent Card Brand or legal requirements.

**Card Acceptance & Surcharges:** Merchant agrees to comply with AetherX and Card Brand requirements regarding card acceptance, surcharges, and consumer protections, including:

- Not imposing any minimum or maximum transaction thresholds without prior authorization from AetherX and, where applicable, compliance with Card Brand Rules.
- Maintaining consistency in the treatment of all card types and Card Brand issuers.
- Adhering to all applicable laws related to surcharges and not imposing any unauthorized fees, finance charges, or additional costs on customers for card transactions unless expressly permitted by local law and Card Brand policies.

**Security Standards:** To ensure customer data security, Merchant agrees to:

- Follow the Payment Card Industry Data Security Standards (PCI-DSS) and any additional data security policies required by AetherX, Card Brands, or relevant regulators.
- Implement effective physical, technical, and organizational safeguards to protect cardholder data, especially during storage, processing, and transmission stages.
- Cooperate fully with any AetherX or Card Brand investigations into data breaches or security incidents at Merchant's facilities and take all reasonable steps to mitigate any associated risks or damages at Merchant's expense.

**Settlement Authorization:** Merchant authorizes AetherX to manage all aspects of transaction settlement on the Merchant's behalf, including:

- Collection of funds from Card Brands and the disbursement of funds to Merchant's account per the terms of the AetherX MSA.
- Maintaining responsibility for reconciling transactions, managing refunds, and handling disputes as directed by AetherX.
- Adhering to AetherX's policies regarding settlement schedules, fund disbursements, and any applicable withholding or reserve requirements based on transaction risk or regulatory needs.

## 2. Merchant Obligations

Merchants are responsible for maintaining full compliance with all applicable standards set forth in the AetherX MSA, this Agreement, any additional Card Brand requirements, and relevant regulatory laws. Merchant obligations include, but are not limited to, the following:

### **Notification of Changes:**

Merchants must promptly notify AetherX of any significant business changes, including:

**Business Structure:** Changes in ownership, corporate structure, or legal status (e.g., mergers, acquisitions, or restructuring).

**Location and Address:** Updates to physical business locations, registered addresses, or principal place of operation.

**Financial Condition:** Any material changes affecting financial health, such as debt restructuring, filing for bankruptcy, or any other event impacting financial obligations under this Agreement.

### **Transparency:**

Merchants are required to uphold transparency with customers by:

**Customer-Facing Policies:** Displaying clear and accessible customer policies, including terms of service, refund and return policies, and dispute resolution terms on their platform.

**Accurate Product and Service Descriptions:** Providing honest and accurate descriptions for all products or services offered to avoid misleading or deceiving customers.

**Visible Contact Information:** Ensuring up-to-date contact details are readily available to customers to facilitate inquiries, complaints, or assistance requests.

**Fraud Prevention:**

Merchants must implement and maintain robust fraud prevention practices, including:

**Compliance with Security Standards:** Adhering to the Payment Card Industry Data Security Standards (PCI-DSS) and other relevant data protection standards to safeguard cardholder information.

**Regular Monitoring:** Actively monitoring transaction activity to identify and mitigate potential fraud or unusual transaction patterns.

**Cooperation in Investigations:** Fully cooperating with AetherX, Card Brands, and regulatory bodies during fraud investigations or compliance audits by providing timely access to transaction data, records, and other necessary documentation.

**Employee Training:** Ensuring that employees understand fraud prevention protocols and are regularly trained to identify and address potential threats.

Failure to meet these obligations may result in account restrictions, fines, or termination of the Agreement. Compliance with these standards is critical to ensuring the integrity and security of the AetherX ecosystem.

**3. Transaction Authorization Requirements**

Each transaction processed through the AetherX platform must receive authorization according to AetherX's security protocols and Card Brand guidelines. Key requirements include:

**Authorization Protocol:**

Merchants must submit each transaction through the AetherX platform to obtain authorization. This protocol ensures:

Verification of customer identity and availability of funds.



Prevention of unauthorized transactions and chargebacks.

Compliance with regulatory and Card Brand standards for legitimacy and security.

**Customer Data Protection:**

Merchants must handle and process customer data in alignment with Card Brand and PCI-DSS requirements, including:

**Secure Data Transmission:** Ensuring all customer information, including card details, is transmitted securely via encrypted channels.

**Data Minimization:** Collecting only the information required to complete the transaction and avoiding unnecessary storage of sensitive data.

**Storage and Retention Compliance:** Only retaining customer information as allowed by applicable data protection laws and deleting it when no longer needed.

**Real-Time Fraud Checks:**

AetherX's platform includes tools for real-time fraud detection. Merchants are expected to actively:

Use fraud indicators to flag high-risk transactions.

Complete any additional authentication steps for suspicious transactions as requested by AetherX.

Cooperate with AetherX in real-time to prevent fraudulent activity or unauthorized transactions.

Failure to meet these authorization requirements may result in delayed settlements, penalties, or potential restrictions on merchant activities.

#### **4. Refund Policy**

Merchants using the AetherX platform are required to establish a transparent, fair, and legally compliant refund policy. Key guidelines include:

**Refund Processing:**

Refunds must be issued to the same card used for the original transaction.

The refund amount should match the original transaction amount, with no additional fees or reductions unless previously disclosed and accepted by the customer.

### **Refund Policy Disclosure:**

Merchants must prominently display their refund and return policy on their website or app, ensuring customers understand the terms before making a purchase.

Any conditions or timeframes (e.g., “Refunds available within 30 days of purchase”) should be clearly outlined.

### **Adherence to Legal Standards:**

Merchants are responsible for complying with refund regulations specific to their jurisdiction, including those that protect consumer rights.

In the event of regulatory changes affecting refunds, merchants are expected to update their policies accordingly and notify AetherX.

### **Refund Timing:**

Refunds should be processed promptly and within the timeframe specified in the merchant’s policy.

Any delays must be communicated to the customer, with an estimated resolution timeframe provided.

### **AetherX Refund Tracking:**

For security and tracking, refunds processed through the AetherX platform will be documented, and AetherX reserves the right to review refund requests to prevent potential misuse or fraud.

Merchants failing to comply with these refund requirements may be subject to account review, penalties, or limitations on their access to the AetherX platform.

## **5. Term and Termination**

This Agreement remains in effect for as long as the Merchant utilizes AetherX's payment processing services. Key provisions include:

### **Automatic Termination:**

Termination or expiration of the AetherX Master Services Agreement (MSA) will result in the immediate termination of this Agreement without any further action required by either party.

### **Termination by AetherX:**

AetherX reserves the right to terminate this Agreement at any time for reasons including, but not limited to:

Breach of any obligations outlined in this Agreement or the AetherX MSA.

Non-compliance with Card Brand rules, applicable laws, or AetherX policies.

Excessive chargebacks, fraudulent activity, or any action that may harm AetherX's reputation or the security of its services.

**Merchant-Initiated Termination:**

Merchants may terminate this Agreement by discontinuing their use of AetherX's payment processing services and providing written notice to AetherX, subject to any applicable terms in the AetherX MSA regarding notice periods or fees for early termination.

**Impact of Termination:**

Upon termination, the Merchant's access to AetherX's payment processing services will cease, and any pending transactions or obligations will be settled per AetherX's standard procedures.

Termination does not relieve the Merchant or AetherX of obligations accrued before termination, including chargebacks, refunds, and compliance with data retention or regulatory requirements.

**Survival of Terms:**

Provisions intended to survive termination, such as confidentiality, liability, and indemnification clauses, will remain in effect even after the Agreement ends.

Failure to adhere to the termination conditions may result in penalties or other remedies, as deemed necessary by AetherX.

**6. Indemnification**

Merchant agrees to fully indemnify, defend, and hold harmless AetherX, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising from or in any way connected with:

**Breach of Agreement or Applicable Law:**

Any violation by the Merchant of this Agreement, the AetherX Master Services Agreement (MSA), or any applicable Card Brand rules, laws, regulations, or industry standards.

**Fraudulent or Unauthorized Transactions:**

Any disputes, chargebacks, refunds, or claims that arise from transactions conducted by the Merchant using AetherX's services, including those deemed fraudulent or unauthorized by AetherX, Card Brands, or financial institutions.

**Product or Service Liability:**

Any claim related to the Merchant's goods or services, including, but not limited to, issues regarding quality, delivery, legality, or failure to comply with promises made to customers.

**Data Security and Privacy Violations:**

Any breach of data security or privacy obligations by the Merchant, including unauthorized access, use, or disclosure of cardholder or customer data that results in data breaches, security incidents, or legal violations.

**Third-Party Claims:**

Any claims by third parties, including Card Brands, customers, regulatory bodies, or other parties, arising from or relating to Merchant's actions, business operations, or use of AetherX's services.

Merchant agrees that AetherX reserves the right to participate in the defense of any claim with counsel of its choosing, at Merchant's expense, should it choose to do so. This indemnity obligation will survive the termination of this Agreement.

**7. Confidentiality**

AetherX is committed to safeguarding the confidentiality of Merchant's transaction and business information, including but not limited to, transaction data, customer details, pricing, and any other proprietary information provided by the Merchant ("Confidential Information"). AetherX agrees to use Merchant's Confidential Information solely for purposes necessary to fulfill its obligations under this Agreement and the AetherX MSA, which includes transaction processing, account management, and adherence to Card Brand rules.

**Confidentiality Obligations of AetherX Include:**

- **Restricted Access:**  
Only AetherX personnel, affiliates, or authorized third-party service providers with

a legitimate need to access Confidential Information will be allowed such access, and they will be bound by confidentiality obligations.

- **Non-Disclosure to Unauthorized Parties:**

AetherX will not disclose Merchant's Confidential Information to unauthorized third parties, except where required to fulfill obligations under this Agreement, in compliance with applicable law, or as requested by legal or regulatory authorities.

- **Legal Compliance and Disclosure:**

AetherX reserves the right to disclose Merchant's Confidential Information when required by law, regulatory request, court order, or similar legal obligation.

AetherX will notify the Merchant of such requests, to the extent legally permissible, and will provide reasonable assistance for the Merchant to challenge or limit the scope of the disclosure if requested.

### **Exceptions:**

Confidential Information does not include information that:

1. Is or becomes publicly available other than through a breach of this Agreement;
2. Was known to AetherX prior to the disclosure by the Merchant;
3. Is disclosed to AetherX by a third party not bound by confidentiality obligations;  
or
4. Is independently developed by AetherX without reference to or reliance on the Merchant's Confidential Information.

AetherX's confidentiality obligations will survive the termination of this Agreement.

## **8. Disclaimers and Limitations of Liability**

AetherX strives to provide continuous and reliable service; however, AetherX does not guarantee that the services will be uninterrupted, timely, secure, or error-free. AetherX disclaims liability for any interruptions, delays, or system outages that may affect the processing of transactions or the availability of the AetherX platform.

### **Limitations of Liability:**

1. **Maximum Liability:**

AetherX's liability to the Merchant, whether arising in contract, tort, or otherwise, will be limited to the total fees paid by the Merchant for processing services in the six (6) months immediately preceding the claim.

2. **Exclusion of Indirect Damages:**

AetherX will not be liable for indirect, incidental, special, consequential, or exemplary damages, including but not limited to, loss of profits, business interruption, loss of data, or punitive damages, even if AetherX was advised of the possibility of such damages.

3. **No Liability for Third-Party Actions:**

AetherX disclaims responsibility for actions, inactions, or interruptions caused by

third-party service providers, Card Brands, financial institutions, or infrastructure issues outside AetherX's control.

4. **Force Majeure:**

AetherX is not liable for any delay or failure in performance resulting from acts of God, government actions, natural disasters, cyber-attacks, or other causes beyond AetherX's reasonable control.

5. **Disclaimer of Warranties:**

Except as expressly provided in this Agreement, AetherX disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

This limitation of liability applies to the fullest extent permitted by law and will survive the termination of this Agreement.

## 9. Merchant Warranties

The Merchant makes the following warranties to AetherX:

1. **Authority and Legal Compliance:**

Merchant warrants that it has full authority to enter into this Agreement and perform all obligations hereunder. The Merchant confirms that entering into this Agreement does not violate any other contractual or legal obligations.

2. **Regulatory Compliance:**

Merchant agrees to comply with all applicable laws, rules, and regulations related to its business operations, including but not limited to those governing payments, data privacy, anti-money laundering (AML), and consumer protection.

3. **Card Brand Compliance:**

Merchant warrants that it will adhere to all Card Brand Rules and AetherX's policies, including those related to card acceptance, chargebacks, and customer data security.

4. **Product/Service Legitimacy:**

The Merchant warrants that all goods and services provided through transactions processed by AetherX are legitimate, do not infringe upon intellectual property rights, and are accurately represented to customers.

5. **Transaction Integrity:**

The Merchant warrants that it will only submit legitimate transactions involving bona fide customers and that it will not process transactions on behalf of a third party unless specifically authorized by AetherX.

6. **Data Security:**

Merchant warrants that it will implement and maintain robust security measures to protect customer card information and other sensitive data, in compliance with PCI-DSS standards and any other applicable data protection regulations.

These warranties are ongoing and will be deemed renewed with each use of AetherX's services by the Merchant. AetherX reserves the right to investigate and enforce compliance with these warranties as necessary.

## 10. Right to Set-Off

AetherX reserves the right, at its discretion, to set off any liabilities or obligations Merchant owes to AetherX against amounts payable to the Merchant under this Agreement. This includes, but is not limited to:

1. **Chargebacks and Disputes:**

Any amounts related to chargebacks, refunds, or disputed transactions will be subject to offset, and AetherX may retain funds as necessary to cover potential liabilities.

2. **Fees and Penalties:**

Fees owed by the Merchant under this Agreement, including penalties for non-compliance with Card Brand Rules or other regulatory requirements, will be deducted from the amounts payable to the Merchant.

3. **Breaches and Indemnification Claims:**

If Merchant breaches any term of this Agreement or an indemnification claim arises due to Merchant's actions, AetherX may offset any claims or damages against funds payable to the Merchant.

4. **Notice of Set-Off:**

AetherX will provide written notice to Merchant outlining the amount and reasons for any offset applied. If Merchant disputes the offset, it may request a review by AetherX, though offset funds may remain retained during any dispute resolution.

5. **Currency Conversion:**

Where liabilities or amounts owed are in different currencies, AetherX reserves the right to convert funds at prevailing exchange rates to facilitate set-off.

This right to set-off is non-exclusive and does not limit other remedies AetherX may have to recover amounts owed by Merchant under this Agreement.

## 11. Representations and Assignments

1. **Merchant Representations:**

Merchant represents and warrants that:

- It has full authority and legal capacity to enter into this Agreement.
- All information provided to AetherX in connection with its application and ongoing relationship is accurate, current, and complete.
- It will comply with all applicable laws, Card Brand Rules, and AetherX policies in the conduct of its business and use of AetherX services.

2. **Background Checks and Due Diligence:**

Merchant grants AetherX authorization to perform necessary background checks, credit checks, and other forms of due diligence on the Merchant or its key representatives, as AetherX deems necessary to assess compliance with this Agreement and to manage potential risks. AetherX will conduct these checks in accordance with applicable privacy laws and regulations.

3. **Non-Assignment Without Consent:**

Merchant may not assign, transfer, or delegate any of its rights, duties, or

obligations under this Agreement to any other entity or individual without prior written consent from AetherX. Unauthorized assignment or transfer may lead to termination of services and legal consequences.

4. **AetherX's Right to Assign:**

AetherX reserves the right to assign or transfer its rights and obligations under this Agreement to any affiliated entity or in the context of a merger, acquisition, or corporate restructuring without Merchant's consent. In such cases, AetherX will notify Merchant of any assignment impacting its relationship under this Agreement.

## 12. Jurisdiction and Dispute Resolution

1. **Governing Law:**

This Agreement is governed by and construed in accordance with the laws of the State of Texas, United States, without regard to its conflict of laws principles.

2. **Dispute Resolution:**

All disputes, claims, or controversies arising out of or relating to this Agreement, the AetherX MSA, or the services provided by AetherX shall be resolved as follows:

**Initial Negotiation:** Both parties agree to first attempt to resolve any disputes through good faith negotiation. Either party may initiate this process by providing written notice to the other party, outlining the nature of the dispute and suggested resolutions.

**Mediation:** If the parties cannot reach an agreement within thirty (30) days of initial notice, they agree to proceed to mediation with a mutually selected, neutral third-party mediator in the state of Texas. Mediation costs will be shared equally by both parties, although each party is responsible for its own legal fees.

**Binding Arbitration:** If mediation is unsuccessful, the dispute will be resolved by binding arbitration in Texas, administered by a recognized arbitration organization such as the American Arbitration Association (AAA). Arbitration shall be conducted in accordance with AAA's Commercial Arbitration Rules, and the arbitrator's decision shall be final and binding.

3. **Jurisdiction and Venue:**

If any aspect of this dispute process requires judicial intervention, including enforcing an arbitration award, the exclusive jurisdiction and venue shall be in the state and federal courts located in Texas.

4. **Waiver of Jury Trial:**

Both parties knowingly and voluntarily waive any right to a trial by jury in connection with any dispute arising from or related to this Agreement.

## Definitions



This section outlines terms used throughout this Agreement to ensure clarity on industry-specific and AetherX-specific terminology.

**AetherX MSA (Master Services Agreement):**

The overarching agreement between AetherX and Merchant, which governs the use of AetherX's services and sets forth the terms and conditions of the partnership.

**Authorized Reseller:**

A Merchant authorized to market and resell goods or services on behalf of the original asset holder, with all necessary permissions or licenses.

**Card:**

Any credit or debit card issued by a recognized Card Brand (e.g., Visa, Mastercard) that a Customer uses to make a payment through the AetherX platform.

**Card Brand:**

Any payment network, including but not limited to Visa, Mastercard, American Express, Discover, and others, whose regulations and standards Merchants must adhere to.

**Card Brand Rules:**

The official operating rules, regulations, and policies established by each Card Brand, dictating how transactions must be processed and managed by merchants and payment service providers.

**Chargeback:**

A reversal of a transaction, initiated by the Customer or their issuing bank, due to disputes or issues with the transaction, leading to a potential reimbursement to the Customer.

**Customer:**

An individual or entity authorized to use a Card to purchase goods or services from the Merchant.

**Data Breach:**

Any unauthorized access, modification, or use of sensitive Customer or cardholder data, requiring notification and remediation efforts per applicable laws.

**PCI-DSS (Payment Card Industry Data Security Standard):**

A set of security standards designed to ensure that all companies that accept, process, store, or transmit credit card information maintain a secure environment. Compliance is mandatory for all Merchants under this Agreement.

**Refund:**

A transaction where funds are returned to the Customer's Card in accordance with the Merchant's refund policy and applicable law, following an original transaction.

**Security Standards:**

Industry-standard protocols and measures for safeguarding cardholder data and sensitive information, including PCI-DSS, and any additional data protection regulations required by AetherX or Card Brands.

**Settlement:**

The process of transferring funds from AetherX to the Merchant's account after a successful transaction, minus any applicable fees or charges.

**Transaction:**

A payment interaction between the Customer and Merchant facilitated by AetherX, where the Customer purchases goods or services using a Card.

**Transaction Data:**

All electronic information associated with a Transaction, including card details, transaction amount, and authorization details, submitted through AetherX's platform.

**Use Policy:**

The AetherX policy listing permitted and prohibited uses of the platform, intended to ensure compliance with legal, regulatory, and risk management standards.

**“We,” “Us,” “Our”:**

Refers collectively to AetherX, including any affiliates, contractors, or representatives authorized to fulfill its obligations under this Agreement.

**Exhibit A: Jurisdiction-Specific Terms**

Certain regions have additional regulatory requirements and guidelines that apply to Merchants using AetherX services. The following are jurisdiction-specific terms that supplement or modify the terms outlined in the main body of this Agreement. Merchants operating within these jurisdictions must comply with these additional terms.

**1. European Economic Area (EEA)**

**Compliance with GDPR:** Merchants must comply with the General Data Protection Regulation (GDPR) regarding the collection, processing, and storage of customer personal data. AetherX may request data protection compliance certifications from Merchants.

**Data Transfers:** Any personal data transferred outside the EEA must be subject to appropriate safeguards (e.g., Standard Contractual Clauses) to ensure data protection.

**Dispute Resolution:** Disputes will be subject to the jurisdiction of the courts of the country where the Merchant is domiciled within the EEA.

**AML Compliance:** Merchants are required to adhere to the EU's Anti-Money Laundering Directives (AMLD). AetherX reserves the right to audit and request compliance documentation.

## 2. United Kingdom (UK)

**GDPR and Data Privacy Compliance:** Post-Brexit, Merchants must comply with the UK GDPR and Data Protection Act 2018. AetherX may request proof of data protection measures.

**Financial Conduct Authority (FCA) Compliance:** Merchants processing payments under AetherX in the UK must follow FCA guidelines for payment services, including adherence to Anti-Money Laundering (AML) and Know Your Customer (KYC) requirements.

**Jurisdiction for Disputes:** Disputes will be resolved under the jurisdiction of the courts of England and Wales, unless specified otherwise.

## 3. Singapore

**Personal Data Protection Act (PDPA):** Merchants are required to comply with the Singapore PDPA regarding customer data handling and protection.

**AML Regulations:** Merchants must follow Singapore's AML and Countering the Financing of Terrorism (CFT) regulations. AetherX may conduct compliance checks and request verification of adherence to these laws.

**Transaction Monitoring:** AetherX reserves the right to conduct enhanced transaction monitoring to comply with the Monetary Authority of Singapore (MAS) requirements.

**Dispute Resolution:** Disputes will be resolved under Singapore law and are subject to the jurisdiction of Singapore courts.

## 4. Canada

**FINTRAC Compliance:** Merchants must adhere to Canada's anti-money laundering laws and regulations as per the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) requirements.

**PIPEDA Compliance:** Merchants are required to follow the Personal Information Protection and Electronic Documents Act (PIPEDA) for handling customer personal information.

**Dispute Resolution:** Any disputes will be governed by the laws of Ontario, Canada, with jurisdiction in Ontario courts.

## 5. Australia

**AUSTRAC Requirements:** Merchants must comply with Australia's AML and CTF laws, regulated by the Australian Transaction Reports and Analysis Centre (AUSTRAC).

**Data Privacy:** Merchants must follow the Australian Privacy Principles (APPs) as outlined in the Privacy Act 1988 regarding customer data protection.

**Jurisdiction for Disputes:** Disputes will be subject to the laws of New South Wales, Australia, and heard in its courts.

## 6. Hong Kong

**Money Service Operator Licensing:** Merchants operating in Hong Kong may be required to register as a Money Service Operator (MSO) with the Hong Kong Customs and Excise Department.

**AML Compliance:** Merchants must comply with the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (AMLO).

**Dispute Resolution:** Disputes will be governed by Hong Kong law, under the jurisdiction of Hong Kong courts.

## 7. Brazil

**Central Bank of Brazil Compliance:** Merchants must comply with any relevant Brazilian Central Bank regulations, including those for payment institutions.

**General Data Protection Law (LGPD):** Merchants are required to adhere to Brazil's data protection law, the LGPD, when handling customer information.

**Jurisdiction for Disputes:** Disputes will be governed by Brazilian law and fall under the jurisdiction of São Paulo courts.

## 8. Other Jurisdictions

**Local Compliance Obligations:** Merchants in jurisdictions not listed above must comply with any applicable local data protection, AML, and payment processing regulations.

**AetherX's Reserved Rights:** AetherX reserves the right to request compliance documentation and to perform compliance audits as necessary in any jurisdiction.

**Note:** These terms in Exhibit A are binding on Merchants based on their location and operational jurisdiction. AetherX reserves the right to modify these terms to ensure compliance with local laws and Card Brand requirements.

# Acceptable Use Policy

Last Updated: November 4, 2024

## Print Our Acceptable Use Policy

By applying for, accessing, or using services provided by AetherX and its subsidiaries (collectively, “AetherX”), including but not limited to payment processing, cryptocurrency services, wallet services, and API products, you agree to comply with this Acceptable Use Policy (“AUP”) and any additional terms set forth in the User Agreement, AetherX Commercial Entity Agreement, and related policies (collectively, the “User Agreement”).

This AUP may change at any time without notice. Your continued use of AetherX’s services indicates your acceptance of any such changes.

### 1. Purpose

The purpose of this AUP is to:

- Ensure compliance with applicable laws, banking partner requirements, and Card Brand (e.g., VISA, MasterCard, NACHA) rules;
- Define prohibited user activities, business types, and transactions;
- Maintain the integrity of AetherX’s network; and
- Clarify consequences of AUP violations.

### 2. Prohibited Users

AetherX services may not be used by any person or entity that:

- Engages in activities that violate any applicable law, regulation, or Card Brand policy;
- Is a resident, national, or agent of restricted countries, including but not limited to Cuba, North Korea, Sudan, Syria, Iran, the Crimea region of Ukraine, or other U.S.-, EU-, or UK-restricted territories (“Restricted Territories”);
- Is listed on any sanctions list (e.g., OFAC’s SDN List, EU or UK sanctions list);
- Intends to transact with any Restricted Territories or sanctioned individuals or entities.

### 3. Prohibited Activities and Business Types

The following activities and business types are strictly prohibited:

<b>Category</b>	<b>Description</b>
<b>Adult Services</b>	Adult content, escort services, adult toys, unlicensed massage parlors, mail-order brides, or related services.
<b>Auction Services</b>	Online auction services, pawn shops, and related services.
<b>Controlled Substances</b>	Narcotics, prescription drugs, steroids, and related paraphernalia unless fully licensed and authorized.
<b>Cybercrime</b>	Cyberattack tools, hacking software, malware, and other cybercrime services.
<b>Debt Collection</b>	Debt collection agencies, factoring, and debt relief services.
<b>Gambling</b>	All forms of gambling, including sports betting, lottery, casino games, bingo, and betting on games.
<b>Intellectual Property Violations</b>	Sale or distribution of counterfeit goods, unlicensed use of intellectual property, or sale of unauthorized replicas of products.
<b>Payday Lending</b>	Payday loans, short-term cash advances, and similar lending practices.
<b>Marijuana and CBD</b>	Sale of marijuana or CBD products regardless of local legalization status.
<b>Multi-Level Marketing</b>	Pyramid and Ponzi schemes, as well as any multi-level marketing business model.
<b>Shell Banks</b>	Banks or other financial institutions without a physical presence in any jurisdiction.
<b>Weapons</b>	Manufacturing or selling firearms, ammunition, explosives, and related accessories.
<b>Cryptocurrency</b>	Unlicensed money service businesses, cryptocurrency mixing services, and services facilitating anonymous transactions.
<b>Other Businesses</b>	Businesses that promote hate, violence, racial intolerance, miracle cures, miracle drugs, unsubstantiated remedies, psychic services, or sale of hacking tools.

**Note:** AetherX reserves the right to modify these prohibited activities and business types at its sole discretion.

#### 4. Prohibited Transactions

The following types of transactions are prohibited on AetherX's platform:

- **Market Manipulation:** Wash trading, insider trading, front-running, and other forms of market fraud.
- **Illegal Purchases:** Buying illegal goods from Darknet markets or any illegal marketplace.
- **Money Laundering & Terrorist Financing:** Engaging in money laundering, terrorist financing, or other illegal financial transactions.
- **Third-Party Processing:** Processing payments on behalf of a third party not registered with AetherX.

#### 5. Restricted Activities

Users agree not to engage in the following activities when using AetherX services:

- **Legal Violations:** Assisting or participating in illegal activities.
- **Defrauding AetherX or Users:** Providing false or misleading information or engaging in fraudulent activities.
- **Interference:** Taking actions that harm AetherX's systems, expropriate information, or disrupt service.
- **Unauthorized Access:** Attempting to gain unauthorized access to other users' accounts or AetherX systems.
- **Virus/Malware Transmission:** Uploading harmful software to AetherX's platform.
- **Unauthorized Data Collection:** Collecting information from other AetherX users without consent.

#### 6. Commercial Entity Agreement

Some AetherX services may include payment processing. Merchants whose payment activity reaches certain thresholds must agree to a Commercial Entity Agreement. This agreement will govern card payments processed by AetherX on behalf of the Merchant and form part of this AUP.

#### 7. Compliance Monitoring and Violations

AetherX reserves the right to monitor and review all transactions to ensure compliance with this AUP, including monitoring account activity for unusual behavior, chargebacks, and returns.



**Consequences of Violations:** If AetherX identifies a violation of this AUP, it may take corrective actions, including but not limited to:

- **Blocking or withholding transactions;**
- **Holding funds associated with prohibited activities;**
- **Suspending or terminating accounts;**
- **Applying fines or fees as per Card Brand rules or regulatory requirements.**

Violations may also be reported to relevant regulatory or legal authorities.

## **8. Dispute Resolution and Governing Law**

This AUP is governed by the laws of Texas, United States. In the event of a dispute, parties will follow the dispute resolution procedures outlined in the AetherX User Agreement.

## **9. Contact Information**

If you have questions about this AUP, contact AetherX at [support@aetx.io](mailto:support@aetx.io).

## **Exhibit A: Jurisdiction-Specific Terms**

Certain regions have additional regulatory requirements. Merchants in these regions must also comply with the following jurisdiction-specific terms:

### **European Economic Area (EEA)**

- **GDPR Compliance:** Merchants must comply with the General Data Protection Regulation (GDPR) and may need to demonstrate data protection compliance upon AetherX's request.

### **United Kingdom (UK)**

- **FCA Compliance:** Merchants must comply with UK Financial Conduct Authority guidelines.

### **Singapore**

- **AML Compliance:** Merchants must comply with Anti-Money Laundering (AML) laws per the Monetary Authority of Singapore requirements.

### **Canada**

- **FINTRAC Compliance:** Compliance with FINTRAC AML regulations is mandatory for Canadian merchants.

### **Australia**

- **AUSTRAC Compliance:** Australian merchants must adhere to AML/CTF laws regulated by AUSTRAC.

**Disclaimer:** This Acceptable Use Policy is not exhaustive and may change as necessary to reflect legal or operational updates.

# Singapore Addendum

Last Updated: November 4, 2024

## 1. Introduction

a. **Scope of Addendum:** This Addendum applies to the Master Services Agreement, AetherX User Agreement, and other relevant agreements between AetherX Singapore (“AetherX SG”) and its customers in Singapore. In the event of any conflict between this Addendum and the Agreement, the terms in this Addendum shall take precedence.

b. **Purpose of Addendum:** This Addendum establishes Singapore-specific terms to align with requirements outlined in the Payment Services Act 2019 (“PS Act”), Payment Services Regulations (“PSR”), and relevant notices and guidelines from the Monetary Authority of Singapore (“MAS”).

c. **Licensing Status:** AetherX SG is in the process of seeking a major payment institution license (“MPIL”) from MAS. Upon approval, this license will authorize AetherX SG to provide regulated services, including digital payment token services, cross-border and domestic money transfers, and account issuance, in compliance with the PS Act.

d. **Regulated Entity:** Once licensed, AetherX SG will be the sole AetherX entity authorized to provide regulated payment services under the PS Act in Singapore. Other AetherX affiliates will not be licensed or authorized to provide regulated services within Singapore. Consequently, AetherX SG, as the licensed entity, will ensure compliance with Singapore’s regulatory framework, including anti-money laundering (AML) and counter-terrorism financing (CFT) regulations.

e. **Service Scope:** AetherX SG, and only AetherX SG, will be authorized to provide, target, or solicit regulated payment services to persons in Singapore. Other AetherX entities will not engage in regulated activities under the PS Act within Singapore.

## 2. Safeguarding of Customer Funds

a. **Safeguarding Obligations:** In alignment with Section 23 of the PS Act, once licensed, AetherX SG will be obligated to safeguard all “relevant money” received from customers. This safeguarding measure requires AetherX SG to deposit funds into a designated trust account by the next business day. “Relevant money” includes customer funds for domestic or cross-border transfers, with exclusions for:

- Payments received to settle customer debt owed to AetherX SG;
- Funds returned to customers as refunds;
- Service fees or charges paid to AetherX SG;
- Funds transferred per customer instructions to specified recipients.

b. **Trust Account:** Upon licensing, AetherX SG will deposit all relevant money into a trust account at Standard Chartered Bank (Singapore) Limited, an institution qualified for safeguarding under Singaporean law. This trust account ensures that funds are securely held in accordance with regulatory requirements.

c. **Omnibus Accounts:** Customer funds may be pooled within an omnibus trust account. AetherX SG's internal ledger will maintain detailed records of each customer's share of funds within the trust account, ensuring accurate tracking of entitlements.

d. **Interest on Funds:** Under regulation 16(4) of the PSR, AetherX SG will retain any interest earned on trust account funds. Such interest will not be considered "relevant money" and will not be distributed to customers.

e. **Insolvency Risks:** In the event of an insolvency of Standard Chartered Bank (Singapore) Limited, customer funds within the trust account could face risk of partial or complete loss. Any resulting shortfall will be proportionately allocated across affected customers of AetherX SG.

f. **Digital Assets Custody:** Digital assets are held securely in AetherX SG's hot and cold wallet structures, with private keys exclusively managed by AetherX SG. Customers will not have direct access to these private keys, which ensures secure storage and protection.

g. **Key Management and Transfers:** AetherX SG's designated key custodians manage encryption keys under strict security protocols. Private keys are stored in secure jurisdictions outside Singapore, requiring multiple authentication steps. Transfers between hot and cold wallets are conducted only with authorization from senior personnel and follow stringent security verification to ensure safe handling.

### 3. Fees and Charges

#### a. Exchange Rates:

- **Currency Conversion for Payment Transactions:** For domestic or cross-border transactions, AetherX SG will utilize the exchange rate provided at the time of transaction initiation. If the transaction is completed outside the time frame initially quoted, AetherX SG may apply a third-party exchange rate for final settlement.
- **Digital Payment Token (DPT) Exchange Rates:** Exchange rates for buying or selling digital payment tokens (DPTs) are set by third-party providers. These rates are subject to market fluctuations, and AetherX SG has no influence over these rates.

b. **Additional Fees:** AetherX SG does not impose any extra fees related to the safeguarding of digital assets as part of this Addendum. Fees disclosed in other

agreements with the customer continue to apply, with no added charges specifically for AetherX SG's safeguarding services.

#### 4. Business Hours and Operational Information

a. **Standard Business Hours:** AetherX SG once and if licensed will operate from 9:00 am to 5:00 pm SGT (GMT+8), Monday through Friday. AetherX SG will provide notice to customers of any changes to these business hours to ensure continuity of service.

b. **Customer Support:** AetherX SG will then maintain a dedicated customer support team available during business hours to assist with inquiries and address support requests. Support personnel will be based at AetherX SG's Singapore offices, ensuring local compliance and responsiveness to customer needs.

#### 5. Risk Warning Statement – Digital Payment Token (DPT) Services

In compliance with the Monetary Authority of Singapore (MAS) regulations, AetherX SG provides the following important risk warnings regarding Digital Payment Token (DPT) services:

a. **Licensing Limitations:** While AetherX SG intends to operate under an MAS license to provide DPT services, this license does not imply MAS's endorsement or guarantee of the recovery of funds if AetherX SG encounters financial difficulties or business failure.

b. **Unregulated Services:** The MAS license covers specific regulated DPT services. However, any unlicensed services potentially offered by AetherX SG, such as DPT derivatives like futures, are not regulated or supervised by MAS.

c. **Understanding DPTs:** Customers should thoroughly research and understand the nature of DPTs, including how tokens are generated, stored, transferred, and managed. In-depth knowledge of these elements is essential before engaging in any DPT transactions.

d. **High Volatility:** DPT values are highly volatile and may fluctuate significantly within short timeframes. Customers are advised to engage in DPT investments only if they fully accept the risk of total loss of their invested capital.

e. **Coin Services:** AetherX SG may offer coin-related services under its DPT license. Though coins are marketed as holding a value, they may carry specific risks related to market volatility, collateralization, and regulatory changes. Customers should assess these risks before investing in or utilizing coin services.

This risk disclosure is part of AetherX SG's commitment to transparency and compliance with MAS guidelines for the informed use of DPT services.

## 6. Customer Rights and Responsibilities

a. **Third-Party Funds Transfer:** Customers agree not to utilize AetherX SG's services for processing or facilitating transactions on behalf of any third party. All transactions conducted through AetherX SG must be for the direct benefit and in the name of the account holder.

b. **Disclosure Obligations:** Customers are required to provide accurate and up-to-date information about their business operations, including but not limited to, the nature of business activities and the purpose of each transaction. Customers must notify AetherX SG promptly if there are any significant changes to their business structure, ownership, or operational purposes that may impact their account or services.

c. **AML/CFT Compliance:** Customers must strictly adhere to anti-money laundering (AML) and countering the financing of terrorism (CFT) regulations. AetherX SG reserves the right to suspend, restrict, or terminate any accounts found in breach of AML/CFT policies. Additionally, AetherX SG will report any suspicious activities to MAS as required by law, and customers are obligated to cooperate fully with any regulatory inquiries or investigations.

These rights and responsibilities are established to ensure secure, lawful, and transparent operations in line with MAS and AetherX SG compliance standards.

## 7. AetherX's Compliance and Monitoring Measures

a. **Transaction Monitoring:** AetherX SG conducts ongoing transaction monitoring to identify and prevent potential violations, fraudulent activities, and money-laundering or financing of terrorism risks. This includes both automated and manual review processes designed to ensure compliance with applicable regulations and AetherX SG's internal risk policies.

b. **Reporting Obligations:** In accordance with Singapore's AML/CFT laws, AetherX SG will report any suspicious transactions or activities to the Monetary Authority of Singapore (MAS) and other relevant regulatory authorities. AetherX SG also complies with additional reporting obligations as mandated under the Payment Services Act (PS Act) and related guidelines.

c. **Account Action:** If a customer violates compliance requirements or engages in activities that jeopardize AetherX SG's regulatory obligations, AetherX SG reserves the right to:

- Restrict, suspend, or terminate account access;
- Place a hold on customer funds as deemed necessary;
- Impose fees, penalties, or costs associated with compliance enforcement and investigative actions, as outlined in the Agreement.

These compliance and monitoring measures support AetherX SG's commitment to maintaining the integrity and security of its services, aligning with MAS standards and safeguarding the financial ecosystem.

## 8. Data Protection and Privacy

a. **Personal Data Use:** AetherX SG collects, uses, and discloses personal data as outlined in the AetherX Privacy Policy and in compliance with Singapore's Personal Data Protection Act (PDPA). Personal data is used for transaction processing, customer support, and other necessary operations related to the provision of services. Consent is obtained for data collection and processing, where required.

b. **Cross-Border Data Transfers:** AetherX SG may store or process data outside Singapore, ensuring that cross-border data transfers comply with local data protection requirements under the PDPA. Such data transfers are conducted with adequate security measures to maintain the privacy and integrity of customer information, as well as through contracts with third parties that meet Singaporean data protection standards.

c. **Security Measures:** AetherX SG implements industry-standard cybersecurity protocols and data protection measures to guard against unauthorized access, use, or disclosure of customer data. These include, but are not limited to, encryption, access controls, regular audits, and data retention policies aligned with the PDPA and best practices for financial and digital services.

## 9. Liability and Indemnity

a. **No Guarantee of Full Recovery:** AetherX SG does not guarantee full recovery of customer funds in the event of insolvency of custodial institutions, unexpected technical failures, or fluctuations due to market volatility. AetherX SG assumes no liability for losses resulting from these risks inherent to digital assets and cross-border transactions.

b. **Indemnification by Customer:** Customers agree to indemnify and hold AetherX SG, its affiliates, officers, and employees harmless from any claims, losses, damages, or liabilities arising from the customer's breach of this Addendum, non-compliance with applicable laws, or involvement in prohibited activities, including AML/CFT violations.

c. **Liability Cap:** AetherX SG's total liability to the customer, in any claim related to services provided, is capped at the total amount of fees the customer paid to AetherX SG for the six months preceding the incident that gave rise to the claim. This liability cap applies to all claims, whether in contract, tort, or other legal theory, to the extent permissible by Singaporean law.

## 10. Amendments to the Addendum

a. **Right to Amend:** AetherX SG reserves the right to modify this Addendum as necessary to remain in compliance with Singaporean laws, MAS regulations, or changes in the regulatory environment. Any amendments will be made in alignment with AetherX SG's operational policies and regulatory obligations.

b. **Customer Notification:** Customers will be informed of any material changes to this Addendum through electronic notification or other communication methods specified in the User Agreement. A minimum notice period may apply where feasible, subject to the nature and urgency of the regulatory or operational requirement prompting the amendment.

c. **Acceptance of Changes:** Continued use of AetherX SG's services following notification of amendments constitutes acceptance of the revised Addendum terms. If a customer does not agree with the changes, they have the right to terminate their relationship with AetherX SG, subject to the provisions for termination outlined in the User Agreement.

## 11. Governing Law and Dispute Resolution

a. **Applicable Law:** This Addendum is governed by the laws of Singapore, and any disputes arising from or in connection with its terms shall be resolved in accordance with Singaporean law.

b. **Dispute Resolution Process:** In the event of a dispute arising from this Addendum, the parties shall first attempt to resolve the matter through mediation, facilitated by a mutually agreed mediator in Singapore. If mediation does not result in a resolution, the dispute shall then be referred to arbitration under the Singapore International Arbitration Centre (SIAC) rules. The arbitration will be conducted in English, with a single arbitrator appointed in accordance with the SIAC rules, and the arbitration decision shall be final and binding on both parties.

## 12. Rights of Third Parties

Under the **Contracts (Rights of Third Parties) Act** (Cap. 53B) of Singapore, no third party shall have any right to enforce any terms of this Addendum, except for those rights expressly provided to permitted assignees or transferees under the Agreement. This clause does not affect the rights of any party to assign or transfer their rights as specified in the Agreement.



# Sustainability Methodology

**Last Updated: November 4, 2024**

AetherX is committed to fostering sustainable development through responsible practices in our operations, product offerings, and community engagement. This Sustainability Methodology outlines our approach to integrating environmental, social, and governance (ESG) principles into our business model to minimize our environmental footprint, create social impact, and enhance long-term resilience.

## 1. Environmental Stewardship

**Objective:** Reduce AetherX's environmental impact through resource efficiency, carbon reduction, and responsible waste management.

### 1.1 Energy Efficiency and Carbon Management

- **Data Center Sustainability:** Ensure all AetherX owned data centers and cloud services prioritize energy-efficient solutions, employing renewable energy sources wherever feasible.
- **Carbon Reduction Goals:** Set specific reduction targets in alignment with the Science-Based Targets initiative (SBTi) to gradually decrease our carbon footprint.
- **Carbon Offsetting:** Offset unavoidable emissions by investing in certified carbon offset programs, including reforestation and renewable energy projects.

### 1.2 Resource and Waste Management

- **Waste Reduction:** Implement protocols to minimize e-waste through device lifecycle management and by promoting device refurbishment or recycling.
- **Paperless Operations:** Encourage a digital-first policy across all operations to reduce paper waste, providing digital alternatives to paper-based transactions and documentation.
- **Sustainable Sourcing:** Source materials and services from vendors with verified environmental certifications, favoring local and sustainable options where available.

### 1.3 Sustainable Product Design

- **Energy-Conscious Coding:** Design software with energy efficiency in mind to reduce processing power and energy consumption.
- **Blockchain Impact Analysis:** Regularly evaluate the environmental impact of blockchain operations, including transaction efficiency and emissions, to identify areas for improvement or offset.

## 2. Social Impact

**Objective:** Contribute positively to communities through ethical practices, fair treatment, and community engagement.

### 2.1 Diversity, Equity, and Inclusion (DEI)

- **Inclusive Hiring:** Prioritize diversity and inclusion in hiring practices, aiming for equitable representation across gender, ethnicity, and underrepresented communities.
- **Employee Development:** Offer training, mentorship, and growth opportunities to support a diverse workforce.
- **Anti-Discrimination Policies:** Enforce strict anti-discrimination and harassment policies, fostering an inclusive and respectful workplace.

### 2.2 Community Engagement

- **Financial Literacy Initiatives:** Support community-based financial literacy programs to empower individuals with knowledge on digital finance, blockchain, and personal financial management.
- **Technology Access:** Partner with nonprofits to bridge digital divides, providing technology and resources to underserved communities.
- **Employee Volunteer Programs:** Encourage employees to volunteer in their communities, providing paid time off for participation in approved community service activities.

### 2.3 Customer Well-Being

- **Data Privacy and Security:** Maintain rigorous data protection measures in compliance with global standards to ensure customer data is safe and secure.
- **Ethical Product Design:** Design products to promote transparency, security, and equitable access, aligning with AetherX's ethical commitments.

## 3. Governance and Compliance

**Objective:** Ensure ethical governance structures and transparent, responsible decision-making across all levels of AetherX.

### 3.1 Ethical Business Practices

- **Code of Conduct:** Uphold a comprehensive code of conduct that promotes integrity, honesty, and accountability in all business activities.
- **Anti-Bribery and Corruption Policies:** Strictly prohibit any form of bribery or corruption, in accordance with applicable regulations and AetherX policies.
- **Whistleblower Protections:** Provide secure and anonymous channels for reporting ethical concerns or violations, ensuring whistleblower protections.

## 3.2 Regulatory Compliance

- **ESG Reporting:** Provide transparent reporting on ESG metrics to ensure accountability to stakeholders and alignment with industry standards.
- **Third-Party Audits:** Engage independent third parties to audit our ESG performance regularly and ensure adherence to sustainability commitments.
- **Stakeholder Engagement:** Actively engage with stakeholders—including investors, employees, customers, and regulators—to gather insights, address concerns, and improve ESG practices.

## 3.3 Sustainable Finance and Investment

- **ESG-Aligned Investment:** Prioritize investments in sustainable assets, companies, or projects that align with AetherX's ESG values.
- **Green Partnerships:** Collaborate with industry partners who demonstrate a commitment to sustainability and ethical practices, particularly within the blockchain and tech sectors.
- **Risk Management:** Integrate ESG risk assessments into broader risk management strategies, assessing potential impacts on operations, reputation, and long-term viability.

## 4. Innovation for Sustainability

**Objective:** Leverage innovation to drive sustainable solutions and contribute to a low-carbon, resilient digital future.

### 4.1 Research and Development

- **Green Blockchain Technology:** Invest in research to develop or integrate blockchain technologies that use low-energy protocols or novel mechanisms to reduce emissions.
- **Energy Management Tools:** Develop internal tools that monitor and manage energy consumption across AetherX's services and infrastructure.
- **Sustainable Product Lifecycle:** Innovate product lifecycle approaches that extend the use and minimize the environmental impact of hardware and software assets.

### 4.2 Collaboration and Advocacy

- **Industry Collaboration:** Partner with other industry leaders, universities, and NGOs to advance sustainable technology practices within blockchain and finance sectors.
- **Sustainable Policy Advocacy:** Support policies and initiatives at the local, national, and international levels that promote environmental sustainability and social responsibility.

### 4.3 Customer and Partner Engagement

- **Sustainability Education:** Educate customers and partners on sustainable practices, offering guidance on energy-efficient use of AetherX's products and services.
- **Feedback Mechanism:** Encourage feedback from customers, employees, and partners on our sustainability practices and innovation focus, integrating suggestions into our continuous improvement processes.

### Monitoring and Review

AetherX's Sustainability Methodology will be reviewed annually to assess progress, adapt to evolving standards, and incorporate new best practices. Performance against defined sustainability metrics will be publicly disclosed to ensure transparency and accountability.

AetherX's Sustainability Methodology embodies our commitment to integrating ESG principles into all aspects of our operations. By focusing on environmental stewardship, social impact, governance integrity, and sustainable innovation, we aim to contribute positively to a sustainable future while delivering value to our stakeholders.

# EEA Terms of Use

Last Updated: November 4, 2024

## 1. About AetherX

### AetherX Background

AetherX is a forward-thinking digital assets platform focused on creating a secure and efficient space for users to hold, transfer, and transact digital tokens. As part of its commitment to providing robust financial technology solutions, AetherX envisions becoming a trusted provider in the EEA (European Economic Area) through a streamlined, compliant, and accessible user experience.

### Purpose

Our mission at AetherX is to bridge the digital and real world by offering accessible digital assets services while upholding high standards of security, transparency, and customer protection. Through strategic development, AetherX aims to empower users in the EEA with a reliable platform for managing digital currencies.

### Regulatory Status and Compliance in the EEA

Currently, AetherX is in the process of applying for regulatory licenses within the EEA. At this stage, AetherX operates in compliance with applicable laws and standards for digital assets services. However, it is important to note that, as of now, AetherX is not yet licensed or authorized by EEA regulatory bodies.

### Commitment to Future Compliance

While AetherX is not presently licensed, we are preparing and implementing policies, procedures, and operational standards to align with relevant regulatory frameworks, including the EEA's requirements for electronic money institutions and digital asset service providers. Once licensed, AetherX will operate under a formal regulatory structure, including the implementation of additional compliance measures as required by the licensing authority.

### Disclaimer

By using AetherX's platform and services, users acknowledge the current regulatory status of AetherX and accept that AetherX's services are provided under its present compliance framework, which will continue to evolve to meet future licensing requirements.

## 2. Scope of These Terms of Use

## **Legal Scope and Binding Agreement**

These Terms of Use (the "Terms") govern the opening, use, and management of your AetherX Account and any related services offered on the AetherX platform. By accessing and using our services, you agree to comply with these Terms, as well as any additional policies, guidelines, or requirements presented to you, including but not limited to the AetherX Privacy Policy, Acceptable Use Policy, and specific product guidelines.

## **Incorporation of Additional Policies and Agreements**

The Terms incorporate, by reference, all applicable documents and agreements that form part of your relationship with AetherX, which may include:

**Privacy Policy:** Outlines how AetherX collects, uses, and protects your personal data in compliance with relevant data protection laws.

**Acceptable Use Policy:** Sets the standards for appropriate and permissible use of AetherX's services, detailing prohibited activities and guidelines for maintaining platform integrity.

**Future White Papers for Token Products:** Any white papers or product disclosures related to future AetherX tokens or digital assets offerings will be incorporated into these Terms upon issuance, providing technical and operational details for users and investors.

## **Applicability and Future Amendments**

These Terms will apply to all current and future services provided by AetherX, as well as any additions or modifications made to the platform. AetherX reserves the right to update or amend the Terms and related policies as needed, in anticipation of regulatory licensing or to enhance operational practices. Users will be notified of any material changes and must agree to revised terms as a condition of continued use.

## **3. AetherX Account**

### **Overview of Account Functionalities**

The AetherX Account ("Account") is designed to facilitate the storage, withdrawal, and management of AetherX Coins (such as AETX, or other future tokenized assets). By opening an Account, you gain access to the following core functionalities:

**Storage of AetherX Coins:** Securely store your AetherX Coins within your Account, which can be viewed and managed through the AetherX platform. Your balance reflects electronic assets backed by reserve assets held by AetherX or its designated custodians, though they may not yield interest.

**Withdrawals:** Withdraw AetherX Coins at any time, subject to identity verification and compliance with applicable regulations. Withdrawals are processed promptly,

although processing times may vary based on blockchain congestion, the amount requested, and any internal security checks.

**Expiration and Account Maintenance:** AetherX Coins do not expire, and balances remain available indefinitely as long as the Account is active. However, any inactive accounts may be subject to administrative fees after a specified period, in line with AetherX's policies at that time.

## Customer Rights and Responsibilities

As an Account holder, you have certain rights and responsibilities in relation to your AetherX Coins balance:

**Right to Access and Withdraw Funds:** You may access and withdraw your AetherX Coins at any time, provided your Account remains compliant with these Terms, and all required identity verifications are up-to-date. Withdrawals are contingent on your meeting all applicable requirements set forth in these Terms.

**Responsibility for Account Accuracy:** You are responsible for ensuring that all information linked to your Account is accurate and up-to-date, including withdrawal addresses, personal details, and payment method information.

**Prohibition of Third-Party Transactions:** Transactions must be conducted solely on behalf of the registered Account holder. The Account should not be used to process or manage funds on behalf of a third party unless explicitly authorized in writing by AetherX.

**Maintenance of Account Security:** You are required to implement all recommended security measures, such as enabling two-factor authentication, to safeguard your Account. You must report any unauthorized use or potential security breaches to AetherX immediately to avoid liability for unauthorized transactions.

## 4. Opening and Maintaining Your AetherX Account

### Account Creation Requirements

To open an AetherX Account ("Account"), you must meet eligibility requirements and follow the Account setup procedures outlined below:

**Eligibility:** You must be of legal age and have the legal capacity to open an Account. Residents of restricted jurisdictions or countries with applicable sanctions may be ineligible until AetherX obtains licensing and authorization in those regions.

**Application Process:** Account creation requires completing an online registration form, agreeing to AetherX's Terms of Use, Privacy Policy, and Acceptable Use Policy. By registering, you acknowledge that you will abide by AetherX's standards and responsibilities as set forth in these Terms.

## Identity Verification

To comply with Anti-Money Laundering (AML) and Counter-Terrorist Financing (CFT) regulations, AetherX requires Account holders to undergo identity verification as follows:

**Initial Verification:** You must provide accurate and truthful information during registration, including full legal name, address, date of birth, and any additional documentation that AetherX may require, such as government-issued identification.

**Ongoing Verification:** AetherX may periodically request updated or additional information to confirm identity or assess risk. Failure to respond promptly to such requests may result in restricted access or temporary suspension of the Account until verification requirements are fulfilled.

**Privacy and Data Handling:** All information provided for verification will be handled in compliance with applicable data protection laws and AetherX's Privacy Policy.

## Account Maintenance

Your ongoing responsibilities as an Account holder include the following:

**Accuracy of Account Information:** You must maintain accurate and current information within your Account profile, including any personal details, withdrawal addresses, or payment method information.

**Adherence to Acceptable Use Policies:** Use of the Account must align with AetherX's Acceptable Use Policy. Activities that may be deemed unlawful, fraudulent, or inconsistent with AetherX's standards will not be permitted.

**Security and Account Access:** It is your responsibility to secure your Account by implementing AetherX's recommended security measures, such as two-factor authentication. If you suspect unauthorized access, you must notify AetherX Support immediately to prevent liability for unauthorized transactions.

## Account Suspension and Termination

AetherX reserves the right to suspend or terminate Accounts that are non-compliant with these Terms:

**Suspension Due to Non-Compliance:** Accounts may be temporarily suspended if verification requirements are unmet, if Account activity appears inconsistent with Acceptable Use policies, or if non-compliance with these Terms is suspected.

**Termination for Violation of Terms:** Accounts may be terminated if found in violation of AML/CFT policies, acceptable use policies, or other AetherX standards. In the event of termination, you may be required to redeem or transfer any AetherX Coins remaining in your Account in accordance with AetherX's instructions.

## 5. Deposits and Withdrawals



## Account Funding

Funding your AetherX Account allows for the storage, conversion, or transfer of AetherX Coins. As AetherX currently lacks regulatory licensing, restrictions may apply based on the jurisdictions involved. Below is an outline of deposit and funding procedures:

**Permissible Funding Methods:** AetherX may accept certain funding methods, such as bank transfers or designated crypto wallets, as made available on the platform. These methods are subject to change based on regulatory approval and partnerships.

**Deposit Verification:** All deposits must originate from sources verified and approved by AetherX. You may be required to confirm the ownership and origin of the funds and follow specific deposit instructions as outlined within your Account. Deposits from unauthorized third parties are strictly prohibited.

**Deposit Limits:** Based on identity verification status, Account type, and applicable regulatory restrictions, AetherX may impose maximum or minimum deposit limits on all Accounts. These limits may be updated or adjusted to ensure compliance.

## Withdrawals

Withdrawals from your AetherX Mint Account are subject to verification and security protocols to protect Account integrity and compliance with AML/CFT standards:

**Withdrawal Eligibility:** Only verified Accounts in good standing may request withdrawals. AetherX reserves the right to request additional documentation or impose hold periods on funds before withdrawal if necessary.

**Withdrawal Methods:** AetherX offers approved withdrawal methods, which may vary depending on the currency or asset being withdrawn. Withdrawal to external wallets or bank accounts requires confirmation of ownership and may be subject to network fees or bank charges, which are the responsibility of the Account holder.

**Withdrawal Limits and Processing Times:** Withdrawal limits may be imposed based on regulatory requirements, Account verification status, and transaction history. Processing times may vary depending on the method and regulatory status. AetherX aims to process withdrawals within a reasonable timeframe but is not liable for delays caused by third-party institutions.

## Security and Verification for Transactions

To prevent unauthorized access and ensure regulatory compliance, AetherX enforces stringent security protocols:

**Two-Factor Authentication (2FA):** All withdrawals require two-factor authentication (2FA) or additional security questions. Account holders are encouraged to enable these features to enhance security.

**Suspicious Activity Monitoring:** AetherX actively monitors for suspicious activity and reserves the right to delay or freeze withdrawals pending investigation if any irregularities are detected.

**AML/CFT Compliance:** AetherX must comply with all AML/CFT requirements, which may include additional verification of source of funds and destination addresses. In some cases, regulatory requirements may restrict or delay withdrawal processing.

### **Funding Source and Transaction Limitations**

Due to AetherX's pending regulatory status, certain limitations on deposit and withdrawal methods may apply based on jurisdictional restrictions, AML/CFT compliance, and Account verification levels.

This section provides essential guidelines for Account funding and withdrawals, ensuring secure, compliant, and regulated processing of all transactions while maintaining adherence to AetherX's standards and pending licensing requirements.

## **6. AetherX Coins and Wallet Services**

### **Overview of AetherX Coins**

AetherX Coins (such as AETX or any future tokenized assets) serve as digital representations on the AetherX platform, designed to function as electronic utilities. AetherX Coins facilitate value transfer within the AetherX ecosystem and provide account holders with liquidity and ease of transfer.

### **Issuance of AetherX Coins**

**Creation:** AetherX Coins are issued by AetherX when users fund their AetherX Accounts.

**Redemption:** Account holders may redeem AetherX Coins for their fiat or crypto equivalent based on the chosen withdrawal methods available on the platform.

**No Interest or Financial Gains:** AetherX Coins do not accrue interest, nor are they designed to generate profit or investment returns. Their purpose is strictly for electronic transfer within the AetherX system.

### **Electronic Money Classification and Custody Requirements**

Pending licensing, AetherX intends to classify AetherX Coins as electronic money, subject to regulatory standards for electronic money institutions (EMIs). In line with this classification:

**Custodial Protection:** AetherX will hold assets backing the AetherX Coins in segregated accounts with licensed financial institutions, ensuring that customer funds are safeguarded and not commingled with AetherX's operational funds.

**Balance Backing:** Each AetherX Coin is backed by its fiat equivalent, kept in secure, insured accounts to protect the value and integrity of customer funds in compliance with electronic money safeguarding rules.

### Wallet Services

AetherX provides wallet services that allow users to store, send, and receive AetherX Coins within the platform. Wallet functionalities are designed to meet industry standards for security, ease of access, and reliability:

- **Hosted Wallet:** AetherX Account holders are provided with a hosted wallet, where all AetherX Coins are securely stored. Wallet balances reflect the real-time value of AetherX Coins held by the account holder.
- **Private Key Management:** AetherX manages all private keys for hosted wallets to ensure security. Users do not hold direct access to private keys but have full access to AetherX Coins within their Accounts.
- **Enhanced Security Measures:** Wallet security includes multi-factor authentication (MFA), encryption, and monitoring for suspicious activities. Customers are encouraged to enable MFA for additional protection.

### Supported Transfers and Transactions

- **Internal Transfers:** Users can make transfers within the AetherX platform to other AetherX Accounts.
- **External Transfers:** AetherX Coins can be transferred to external wallets as permitted, but this may require additional verification steps for AML/CFT compliance.
- **Transaction Limits:** Transfers and transactions are subject to daily or monthly limits based on Account verification and regulatory requirements. AetherX will clearly display applicable limits in the AetherX Mint Account interface.

## 7. Security and Account Safety

### Overview of Security Standards

AetherX places the utmost priority on the security and safety of customer accounts and funds. This section outlines best practices and security protocols that all AetherX Account holders are required to follow to protect their accounts from unauthorized access and maintain the integrity of the platform.

#### 7.1. Best Practices for Account Security

**Two-Factor Authentication (2FA):** AetherX requires all account holders to enable two-factor authentication (2FA) for an additional layer of security. 2FA is designed to protect against unauthorized access by requiring a verification code in addition to the standard login credentials.

**Strong Password Requirements:** Account holders must use strong, unique passwords, consisting of a combination of letters, numbers, and special characters. Passwords should not be shared or reused across multiple accounts.

**Secure Device Use:** Customers are advised to access their AetherX accounts only from secure, trusted devices. Avoid logging in from public computers or shared networks where data may be compromised.

## 7.2. Mandatory Security Protocols

**Personal Information Confidentiality:** Account holders are responsible for keeping all account information, including login credentials and personal identification details, confidential. Sharing this information, even with trusted individuals, increases the risk of unauthorized account access.

**Login Notification Alerts:** AetherX provides login alerts to notify users of any login attempts from unknown devices or locations. Account holders should regularly check these notifications and immediately report any suspicious activity.

**Automatic Logout:** For security purposes, AetherX implements an automatic logout feature after a period of inactivity. This feature minimizes the risk of unauthorized access, especially if accounts are left open unintentionally.

## 7.3. Immediate Reporting of Unauthorized Access

**Suspicious Activity Monitoring:** AetherX actively monitors for unusual account activity and may temporarily suspend accounts if suspicious actions are detected. Account holders are encouraged to notify AetherX immediately if they notice any irregular activity, such as unauthorized transfers or unfamiliar logins.

**Reporting Process:** If a customer suspects unauthorized access to their AetherX Mint Account, they must contact AetherX Support without delay. The Support team will work to secure the account and investigate any potential breaches.

**Account Recovery:** In cases of compromised access, AetherX may request additional identity verification steps to restore account access. This may involve submitting documentation to verify the account holder's identity.

## 7.4. Enhanced Security Measures Implemented by AetherX

**Encryption and Data Protection:** AetherX uses industry-standard encryption protocols to protect customer data during transmission and storage. All sensitive data is encrypted and securely stored to prevent unauthorized access.

**Advanced Threat Monitoring:** AetherX employs automated threat monitoring systems to detect and respond to security threats in real-time. This proactive approach helps protect accounts against potential attacks.

**Regular Security Audits:** To maintain a secure platform, AetherX conducts periodic security audits and vulnerability assessments, adhering to industry best practices and regulatory standards.

By adhering to these security protocols and best practices, AetherX and its customers can work together to ensure the safety and security of accounts, transactions, and digital assets on the platform.

## 8. Fees and Charges

This section provides a comprehensive breakdown of all applicable fees, charges, and exchange rates associated with services on the AetherX Mint platform, along with terms and conditions for fee modifications.

### 8.1. Overview of Transaction Fees

**Deposit Fees:** AetherX does not typically charge fees for depositing funds into an AetherX Account; however, third-party providers (e.g., banks or credit card companies) may impose their own fees for deposit processing.

**Withdrawal Fees:** Withdrawals from an AetherX Account may incur a small processing fee, which varies based on the chosen withdrawal method and destination currency.

**AetherX Coins Transaction Fees:** Transferring AetherX Coins between wallets incurs a transaction fee, typically applied at a flat rate per transaction. This fee covers blockchain network costs and ensures swift transaction confirmation.

**Inbound and Outbound Transfer Fees:** Inbound transfers to AetherX Accounts are free of charge. Outbound transfers, however, may incur a processing fee determined by AetherX and communicated to the account holder prior to completing the transfer.

### 8.2. Currency Conversion Rates and Fees

**Exchange Rates:** Currency conversion for payment transactions within the AetherX platform applies exchange rates that are periodically updated based on current market conditions. AetherX uses third-party providers to set these rates, and they may vary at the time of each transaction.

**Digital Payment Token Exchange Rates:** Rates for purchasing or redeeming AetherX Coins (e.g., AETX) are set based on real-time market prices. AetherX may

apply a minor spread to these rates to cover exchange costs, and the exact rate is provided to the account holder at the time of each transaction.

**Cross-Currency Fees:** For transfers involving currency conversion, a cross-currency fee may apply, covering conversion costs. This fee will be disclosed before the transaction is finalized.

### 8.3. Additional Service Fees

**Inactive Account Fees:** Accounts with no activity over a continuous 12-month period may incur an inactivity fee, calculated annually and deducted from the account balance.

**Administrative Fees:** Special administrative requests, such as transaction trace requests or retrieval of archived records, may incur additional fees, which will be communicated before services are rendered.

**Chargeback or Reversal Fees:** AetherX reserves the right to impose a fee on chargebacks or reversed transactions, subject to the cause of the reversal. These fees cover administrative costs associated with processing the reversal and are assessed on a case-by-case basis.

### 8.4. Modifying Fees and Charges

**Notice of Changes:** AetherX reserves the right to adjust fees and charges to align with platform changes or market conditions. Any changes to fees will be communicated to account holders via email or in-app notifications at least 30 days prior to implementation.

**Exceptions:** Changes that lower or eliminate fees may be implemented immediately without prior notice.

### 8.5. Responsibility for Third-Party Fees

While AetherX strives to minimize fees, customers remain responsible for any third-party fees imposed by financial institutions, credit card providers, or other entities facilitating deposits or withdrawals. AetherX advises account holders to verify applicable fees with their respective providers before initiating transactions.

## 9. Prohibited Use and Restricted Activities

This section outlines specific activities and transaction types prohibited on the AetherX platform, emphasizing compliance with AetherX policies and international regulatory standards. Failure to adhere to these policies may result in account suspension, restricted access, or termination, as well as reporting to relevant authorities when necessary.

## 9.1. Prohibited Activities

Users of AetherX services are strictly prohibited from engaging in the following activities:

**Illegal Transactions:** Conducting transactions related to money laundering, terrorism financing, human trafficking, or any activities illegal under applicable local, national, or international laws.

**Fraud and Deception:** Engaging in fraudulent schemes, including identity theft, financial scams, or deceptive activities designed to mislead or defraud AetherX or other users.

**Sale of Prohibited Goods and Services:** Utilizing AetherX services to purchase or sell prohibited items, including but not limited to controlled substances, illegal drugs, drug paraphernalia, counterfeit goods, weapons, ammunition, and stolen goods.

**Unlicensed Financial Services:** Operating as an unlicensed money transmitter, remittance business, or otherwise engaging in the transfer of funds for third parties without proper licensing.

**Gambling and Betting:** Conducting any form of gambling, lottery, or betting transactions, unless specifically authorized and licensed within applicable jurisdictions.

**Intellectual Property Infringement:** Selling, distributing, or otherwise engaging in transactions involving counterfeit products or unauthorized copies of copyrighted materials, including software, media, or digital content.

**Unauthorized Resale of AetherX Services:** Providing AetherX services on behalf of any third party without prior authorization from AetherX.

## 9.2. Restricted Activities

Certain activities are restricted on AetherX due to elevated compliance or security risks. Users should exercise caution in the following areas:

**High-Risk Business Models:** Engaging in business models that involve multi-level marketing, pyramid schemes, or other high-risk financial operations.

**Currency Speculation and Wash Trading:** Participating in activities such as wash trading, front-running, insider trading, or market manipulation of any kind.

**Unverified Payment Sources:** Attempting transactions involving unverified or unauthorized payment methods that may be subject to additional review.

**Dark Web Transactions:** Conducting transactions related to any marketplace, service, or website operating on the dark web that facilitates the exchange of illegal goods or services.

### 9.3. Compliance Expectations and User Responsibilities

AetherX users are expected to comply fully with the following:

**Accurate Account Information:** Users must provide complete and accurate information when creating and maintaining their accounts. Any changes in account information must be reported to AetherX promptly.

**Adherence to AML/CFT Regulations:** Users must comply with anti-money laundering (AML) and counter-terrorism financing (CFT) standards. AetherX will monitor accounts for suspicious activity and may report such activity to relevant regulatory authorities as required by law.

**Transaction Monitoring:** Users must ensure that all transactions are legitimate and adhere to AetherX's Acceptable Use Policy. Users should notify AetherX immediately of any unauthorized or suspicious activity on their accounts.

### 9.4. Enforcement Measures

AetherX reserves the right to take corrective action, including but not limited to the following:

**Account Suspension or Termination:** AetherX may suspend, restrict, or permanently terminate user accounts that engage in prohibited or restricted activities.

**Funds Freezing:** AetherX may hold or freeze funds associated with prohibited or suspicious transactions pending investigation.

**Reporting to Authorities:** In cases of suspected illegal activity, AetherX reserves the right to report the incident to relevant law enforcement or regulatory agencies.

**Imposing Fines or Fees:** Users found in violation may be subject to administrative fees or penalties to cover investigation or recovery costs.

### 9.5. Notification and Dispute Resolution

If an account is subject to suspension or enforcement action, AetherX will provide written notification detailing the reason for the action and instructions for resolution. Users may appeal enforcement actions by contacting AetherX support and providing any relevant documentation within a specified timeframe.



## 10. Suspension and Termination of Accounts

This section establishes the circumstances under which AetherX may suspend or terminate user accounts, outlines the process for managing account balances during suspension or termination, and provides guidelines for users to appeal decisions.

### 10.1 Grounds for Suspension

AetherX may suspend a user account under the following conditions:

**Non-Compliance with Policies:** Violation of any part of AetherX's Terms of Use, Privacy Policy, Acceptable Use Policy, or regulatory compliance obligations.

**Suspicious Activity:** Detection of unusual account activity or patterns that could indicate fraud, money laundering, or other prohibited conduct.

**Incomplete Identity Verification:** Failure to complete required Know Your Customer (KYC) or Anti-Money Laundering (AML) verifications within the specified timeframe.

**Regulatory Requests:** Requests from law enforcement or regulatory bodies to restrict account access based on pending investigations or legal orders.

**Security Risks:** Discovery of security breaches or compromised account access (e.g., suspected unauthorized access or fraudulent transactions).

### 10.2 Grounds for Termination

AetherX reserves the right to terminate an account under any of the following conditions:

**Repeated Violations:** Consistent or severe breaches of AetherX's policies and terms, including involvement in prohibited or restricted activities.

**Legal Requirements:** Legal obligations or regulatory requirements mandating the permanent suspension or termination of the account.

**Inactivity:** Prolonged account inactivity (e.g., no transactions or account logins for a period of 12 months or more) may lead to termination with prior notification.

**Fraudulent Behavior:** Engaging in fraudulent, deceptive, or otherwise illegal behavior directly or indirectly affecting AetherX's platform or users.

### 10.3 Effects on Account Balances

Upon suspension or termination, the following conditions apply to account balances:

**Suspended Accounts:** During suspension, access to account balances and transactions will be temporarily restricted. Users may be asked to provide additional information or complete verification steps to regain account access.

**Terminated Accounts:** In the event of termination, users will be notified to withdraw any remaining balance within a specified timeframe. If withdrawal is not completed, AetherX reserves the right to apply dormant account fees as disclosed in the applicable fee schedule.

**Held Funds:** If funds are held due to suspicious or potentially illegal activities, AetherX may freeze these balances pending investigation or legal clearance, as required by regulatory authorities.

## 10.4 Appeal Process for Suspensions

Users may appeal a suspension decision by following these steps:

1. **Notification:** Upon receiving notice of suspension, users should review the grounds for suspension as outlined in the notification from AetherX.
2. **Appeal Submission:** Users can submit an appeal request to AetherX's customer support within 14 days of the suspension notice, providing relevant information, documents, and explanations.
3. **Review Process:** AetherX will review the appeal, assess provided information, and respond within 30 days with a decision. Further documentation or clarification may be requested during this review.
4. **Resolution or Escalation:** If the appeal is accepted, account access will be restored. If the appeal is denied, users may be provided with guidance on steps required for possible reinstatement or final closure.

## 10.5 Final Account Closure

Once an account is terminated, the user will no longer have access to AetherX services, and any reapplication will be subject to strict review.

AetherX reserves the right to enforce additional restrictions or initiate legal action if account closure is associated with prohibited or illegal activity.

## 11. Data Protection and Privacy

This section provides an overview of AetherX's data protection practices, privacy policies, and compliance with the General Data Protection Regulation (GDPR) and other relevant privacy laws. It describes how AetherX collects, processes, and safeguards user data, and outlines customer rights regarding their personal information.

### 11.1 Data Collection

AetherX collects personal data from users for the following purposes:

**Account Registration:** Information collected during account creation, including name, contact details, government-issued identification, and address for identity verification.

**Transaction Monitoring:** Details on transactions performed via AetherX accounts, including transaction amounts, timestamps, and counterparty information, to monitor compliance with AML and KYC regulations.

**User Engagement and Support:** Information shared by users through customer support interactions, including chat logs, emails, and service usage, to improve customer service and support.

**System Security and Analytics:** Data on user device details, IP addresses, browser types, and login patterns to detect and mitigate security threats and enhance user experience.

## 11.2 Data Processing and Retention

**Data Processing:** AetherX processes personal data based on users' consent and as necessary for contractual, compliance, and legitimate business interests.

**Data Retention:** Personal data is retained for as long as the user holds an active AetherX account. Data related to closed accounts is retained for a minimum of five years for regulatory compliance, with secure deletion thereafter.

## 11.3 Data Sharing

AetherX may share user data with third parties only under specific conditions:

**Service Providers:** Trusted third-party vendors that provide essential services such as payment processing, identity verification, and data storage, subject to stringent data security measures.

**Regulatory Authorities:** Disclosures to legal, regulatory, or governmental authorities when required by law, such as in cases of fraud, money laundering, or other criminal investigations.

**Corporate Affiliates:** Limited sharing with AetherX affiliates for administrative purposes or in the context of a business restructuring, merger, or acquisition, ensuring privacy and confidentiality measures are maintained.

## 11.4 GDPR Compliance

AetherX adheres to GDPR and local data protection laws by implementing the following measures:

**Lawful Basis for Processing:** Personal data is processed based on user consent, contract performance, legal obligations, or legitimate interests.

**Data Minimization and Purpose Limitation:** AetherX collects only the necessary data for each purpose and does not use data for purposes incompatible with those initially specified.

**Security Measures:** Data is protected through encryption, two-factor authentication, and regular audits to prevent unauthorized access, loss, or misuse.

## 11.5 User Rights

Under GDPR, AetherX users have the following rights regarding their personal data:

**Right to Access:** Users can request a copy of their personal data held by AetherX.

**Right to Rectification:** Users may correct inaccurate or incomplete information in their accounts.

**Right to Erasure:** Users can request the deletion of their data, subject to AetherX's retention obligations for regulatory compliance.

**Right to Restrict Processing:** Users may request limitations on the processing of their data under specific circumstances.

**Right to Data Portability:** Users can request a copy of their data in a structured format for transfer to another service provider.

**Right to Object:** Users have the right to object to data processing based on AetherX's legitimate interests or for direct marketing purposes.

## 11.6 Data Breach Notification

In the event of a data breach that may result in risk to user rights, AetherX will notify affected users and regulatory authorities as required by GDPR and applicable laws, outlining the nature, consequences, and mitigation steps of the breach.

## 11.7 Contact Information for Privacy Concerns

Users with questions or concerns about data privacy, or who wish to exercise their rights, can contact AetherX's Data Protection Officer at [privacy@aetx.io](mailto:privacy@aetx.io). Complaints may also be filed with local data protection authorities if concerns are not resolved directly.

AetherX is committed to ensuring data privacy and security, and these practices will be periodically reviewed and updated to maintain compliance with evolving legal standards and industry best practices.

## 12. Transaction Disputes and Error Resolution

This section outlines the process for reporting and resolving transaction-related disputes and errors, detailing AetherX's investigation procedures, timelines, and policies for unauthorized or incorrect transactions, including refund eligibility and conditions.

### 12.1 Reporting Transaction Issues

**Notification Requirements:** Users must report any unauthorized, incorrect, or disputed transactions within 30 days of the transaction's occurrence. Prompt reporting is essential to mitigate potential losses and allow for timely resolution.

**Submission Process:** Users can report transaction issues via the AetherX online platform, mobile app, or by contacting customer support. A detailed description of the issue, including the transaction ID, date, amount, and involved parties, must be provided to facilitate investigation.

### 12.2 Investigation Process

Upon receiving a dispute or error notification, AetherX will initiate an investigation. The investigation process includes:

**Verification:** AetherX will verify the user's identity and ensure authorization for the inquiry.

**Data Review:** Transaction data, account history, and any relevant communications will be reviewed to determine if an error or unauthorized transaction has occurred.

**Response Timeline:** AetherX aims to resolve transaction disputes within 10 business days. Complex cases requiring further analysis may take up to 30 business days. Users will be notified of any expected delays in resolution.

### 12.3 Error Resolution and Corrective Actions

If an error is confirmed, AetherX will take corrective actions to rectify the issue, which may include:

**Refunds for Unauthorized Transactions:** If the transaction is verified as unauthorized, AetherX will issue a refund for the full transaction amount, less any fees that may apply, within five business days of resolution.

**Correction of Incorrect Transactions:** For errors involving incorrect transaction amounts, duplicate charges, or other transactional inaccuracies, AetherX will adjust the account balance or correct the transaction to reflect the accurate details.

**Denial of Claims:** If the investigation reveals that no error or unauthorized activity occurred, AetherX will provide a written explanation to the user. Users may request additional documentation regarding the decision if needed.

## 12.4 Unauthorized Transaction Policy

For transactions that users did not authorize:

**Liability for Unauthorized Use:** Users are responsible for safeguarding their account information. If unauthorized access is due to negligence (e.g., failure to use two-factor authentication), users may be liable for a portion of the unauthorized transaction.

**Zero Liability in Certain Cases:** AetherX maintains a zero-liability policy for users who promptly report unauthorized transactions, provided the user has complied with all security requirements.

## 12.5 Dispute Escalation

If a user disagrees with the outcome of AetherX's investigation, they may escalate the dispute by:

**Requesting Further Review:** Users can request a secondary review of their dispute by providing additional supporting information.

**Seeking External Arbitration:** In unresolved cases, users may seek independent arbitration as outlined in AetherX's Dispute Resolution terms (see Section 14), subject to applicable jurisdictional policies.

## 12.6 Refund Policy for Transaction Disputes

**Eligibility for Refunds:** Refunds are granted for confirmed unauthorized or erroneous transactions. Refunds are credited to the user's AetherX account or original funding source, depending on specific conditions.

**Ineligible Transactions:** AetherX does not provide refunds for disputes based on dissatisfaction with purchased goods or services. Users are advised to resolve such issues directly with the merchant.

## 12.7 Record Keeping and User Responsibilities

Users are responsible for maintaining records of transactions for reference and promptly addressing any anomalies. AetherX may require supporting documentation to substantiate dispute claims, such as receipts, correspondence, or screenshots.

## 12.8 Contact Information for Disputes

Users can contact AetherX's Customer Support team at [support@aetx.io](mailto:support@aetx.io) to report issues, track the status of ongoing investigations, or seek clarification on dispute resolution policies.

AetherX is dedicated to ensuring fair and transparent resolution of transaction disputes and strives to uphold the integrity and trust of its platform by promptly addressing and rectifying any transactional discrepancies.

## 13. Liability and Indemnity

This section defines the limits of AetherX's liability for losses and damages, the obligations of customers to indemnify AetherX in certain situations, and the terms of liability for third-party transactions facilitated through AetherX's platform.

### 13.1 Limits of AetherX's Liability

**Service Availability and Performance:** AetherX strives to provide uninterrupted access to its services but does not guarantee continuous, error-free functionality or accessibility. AetherX is not liable for any damages or losses resulting from service outages, delays, or technical issues, whether arising from maintenance, system failures, or external factors beyond AetherX's control.

**Transaction Losses:** AetherX is not liable for losses resulting from unauthorized transactions if users have not adhered to security guidelines (e.g., two-factor authentication). AetherX's liability for confirmed errors or unauthorized transactions will not exceed the transaction amount or balance available in the affected AetherX account.

**Third-Party Interactions:** AetherX does not assume liability for transactions involving third parties, including payment processors, financial institutions, or external merchants. Any issues arising from these transactions should be resolved directly with the third-party provider.

**Indirect and Consequential Damages:** AetherX is not liable for indirect, consequential, special, or incidental damages, including loss of profits, revenue, data, or business opportunities, even if AetherX was advised of such potential damages.

### 13.2 Indemnity Obligations of Customers

Customers agree to indemnify, defend, and hold harmless AetherX, its affiliates, officers, directors, employees, and agents from any claims, damages, losses, liabilities, or expenses (including reasonable legal fees) resulting from:

**Breach of Terms:** Any violation of AetherX's Terms of Use, Privacy Policy, or Acceptable Use Policy by the customer.

**Misuse of Services:** Unauthorized or prohibited use of AetherX services, including fraudulent activities, unauthorized third-party access, or any actions that compromise the security or integrity of AetherX's platform.

**Legal Violations:** Any activity conducted through the customer's AetherX account that violates applicable laws or regulations, including but not limited to anti-money laundering (AML) and counter-terrorism financing (CTF) laws.

**Third-Party Claims:** Any claims or disputes arising from customer interactions with third parties, including transactions, contractual obligations, or delivery of goods and services.

### 13.3 Liability Terms for Third-Party Transactions

**Third-Party Facilitated Transactions:** AetherX facilitates certain transactions with third-party providers but is not responsible for the performance, reliability, or legal compliance of these providers. Customers agree to conduct due diligence when interacting with third parties through the AetherX platform.

**Customer Responsibilities in Third-Party Transactions:** Customers acknowledge that they assume all risks associated with third-party transactions, including losses from fraud, disputes, or product quality issues. Customers should seek recourse directly from the third party involved in the transaction.

### 13.4 Liability Cap

AetherX's maximum liability for any claim or damages, in aggregate, will not exceed the total fees paid by the customer for AetherX services in the six months preceding the incident that gave rise to the liability. This limitation applies regardless of the legal theory on which the claim is based, whether contract, tort, or otherwise.

### 13.5 Exclusions and Limitations

These limitations and exclusions of liability apply to the maximum extent permitted by applicable law and may vary depending on jurisdiction. Certain exclusions may not apply in cases of gross negligence, willful misconduct, or where prohibited by law.



AetherX encourages customers to understand these liability and indemnity terms, which are fundamental to using the platform, and to ensure the responsible management of their accounts in alignment with AetherX's security and compliance standards.

## 14. Modifications to Terms of Use

This section outlines the procedure for any amendments or updates to AetherX's Terms of Use, including the methods of customer notification, timeframes for acceptance, and the process by which customers may express objections to the modifications.

### 14.1 Right to Modify

**Amendments to Terms:** AetherX reserves the right to amend or update these Terms of Use at any time to reflect changes in services, legal requirements, or operational needs. These amendments will be incorporated into the current Terms and will apply to all AetherX users once effective.

### 14.2 Notification of Changes

**Method of Notification:** Customers will be notified of any material changes to the Terms of Use via email to the primary email address associated with their AetherX account, through notifications on the AetherX platform, or by other means of direct communication.

**Advance Notice for Significant Changes:** For significant changes that may impact customer rights or obligations, AetherX will provide advance notice of at least 30 days before the changes take effect, unless otherwise required by law.

### 14.3 Acceptance of Amended Terms

**Implied Acceptance:** Continued use of AetherX's services after the effective date of any modifications constitutes acceptance of the updated Terms of Use.

**Express Objection:** If a customer does not agree with any changes to the Terms, they must notify AetherX of their objection within the 30-day advance notice period. Customers may choose to terminate their account as an alternative to accepting the amended Terms.

### 14.4 Customer Rights upon Objection

**Account Termination Option:** Customers who object to the modifications may close their AetherX account without penalty by providing written notice to AetherX within the specified objection period.

**Refund and Reimbursement:** AetherX will facilitate the withdrawal of any remaining account balance within a reasonable timeframe upon account termination.

Withdrawal procedures will comply with applicable account closure and compliance protocols.

## 14.5 Amendment Exceptions

**Non-Material Changes:** Minor changes that do not materially impact customer rights, such as updates to improve clarity, formatting adjustments, or typographical corrections, may be implemented immediately without advance notice.

**Regulatory or Legal Compliance:** AetherX may amend these Terms immediately to comply with regulatory or legal requirements, even without advance notice. Affected customers will be notified as soon as practicable in such instances.

## 14.6 Customer Responsibility

**Review of Terms:** It is the customer's responsibility to review the Terms of Use periodically to stay informed of any updates. AetherX will make the latest version of the Terms available on its website and within the platform for easy access.

AetherX is committed to transparency and providing customers with reasonable notice of significant changes, ensuring they have the opportunity to review and understand any modifications before they take effect.

## 15. Governing Law and Jurisdiction

This section specifies the legal framework governing the interpretation, application, and enforcement of the AetherX Terms of Use, along with the methods and venues for resolving disputes within the European Economic Area (EEA).

### 15.1 Governing Law

**Applicable Law:** These Terms of Use, along with any associated agreements, policies, or actions relating to the provision of services by AetherX, shall be governed by and construed in accordance with the laws of the country where AetherX's EEA headquarters are established or the specific jurisdiction indicated by AetherX once licensed.

**Local Legal Compliance:** AetherX will ensure compliance with applicable EEA regulations, including GDPR and other consumer protection laws. Any legal requirements specific to particular EEA member states will be respected in service provision.

### 15.2 Dispute Resolution

**Internal Dispute Resolution:** AetherX is committed to resolving disputes amicably and will provide a structured internal process to address customer concerns or

complaints. Customers are encouraged to contact AetherX customer support as a first step for dispute resolution.

**Mediation:** In cases where internal resolution does not satisfy both parties, AetherX may suggest mediation as a next step. Mediation proceedings will be conducted in the country where AetherX's EEA headquarters are based, unless another mutually agreeable location is determined.

### 15.3 Arbitration

**Arbitration Option:** If mediation fails to resolve the dispute, either party may request arbitration as an alternative to court proceedings. Arbitration will be conducted under the rules of a recognized arbitration body within the EEA, such as the International Chamber of Commerce (ICC), unless otherwise agreed upon by both parties.

**Arbitration Venue and Language:** Arbitration proceedings will take place in the country where AetherX's EEA headquarters are based, and the language used will be English, unless otherwise specified or required by both parties.

### 15.4 Jurisdiction and Court Proceedings

**Exclusive Jurisdiction:** For disputes not subject to arbitration or where arbitration is waived, both parties agree to submit to the exclusive jurisdiction of the courts in the country where AetherX's EEA headquarters are based.

**Consumer Protections:** AetherX customers in the EEA may have additional rights under local laws that allow them to bring actions in their home country courts. This section does not limit customers from exercising such statutory rights.

### 15.5 Limitation of Claims

- **Timeframe for Claims:** All claims arising from or related to the use of AetherX services or these Terms of Use must be filed within one year from the date the claim or cause of action arose, unless otherwise mandated by applicable law.

### 15.6 Notifications for Legal Proceedings

- **Legal Notices:** Any legal notices or claims against AetherX should be submitted in writing to the primary business address of AetherX's EEA headquarters. Customers should include relevant account details and a summary of the dispute or claim for efficient handling.

This Governing Law and Jurisdiction framework is designed to provide a clear, fair, and efficient path for dispute resolution, ensuring customer rights within the EEA are respected while providing structured procedures for legal matters.

## 16. Intellectual Property and Branding

This section outlines AetherX's ownership of intellectual property, the limitations on customer use of AetherX's branding, and restrictions on licensing.

### 16.1 Intellectual Property Ownership

**Ownership Rights:** AetherX retains exclusive ownership rights to all intellectual property associated with its services, products, software, designs, trademarks, trade names, logos, patents, proprietary technologies, and copyrighted materials, including but not limited to documentation, website content, software applications, and digital assets.

**Protection and Enforcement:** AetherX will actively protect its intellectual property rights under applicable EEA and international intellectual property laws. Unauthorized use, reproduction, or distribution of AetherX's intellectual property is strictly prohibited.

### 16.2 Permitted Use of Branding

**Limited License for Non-Commercial Use:** AetherX grants customers a non-exclusive, revocable, limited license to display AetherX's branding, including logos and trademarks, solely for personal, non-commercial use in association with AetherX's services. This license is granted only as necessary to access and utilize AetherX services and does not imply any ownership or endorsement.

**Restrictions on Alterations:** Customers may not modify, alter, or misrepresent AetherX's logos, trademarks, or branding in any way. This includes resizing, recoloring, or altering the arrangement of brand elements. Any such modifications are prohibited unless expressly permitted by AetherX in writing.

### 16.3 Prohibited Uses of Intellectual Property

**Commercial Use Restrictions:** Customers are prohibited from using AetherX's branding or intellectual property in any commercial context without obtaining prior, explicit written permission from AetherX. This includes use in advertisements, endorsements, or any activity suggesting an affiliation with AetherX beyond the scope of personal account usage.

**No Endorsement or Partnership Representation:** Customers may not imply or claim any partnership, endorsement, or affiliation with AetherX without prior written consent. Unauthorized representations or claims of association are strictly prohibited and may result in suspension of services or legal action.

### 16.4 Licensing and Third-Party Restrictions

**No Transfer or Assignment:** The limited license granted for the use of AetherX's intellectual property is non-transferable and non-assignable. Customers cannot sublicense, assign, or transfer any rights to AetherX's branding or intellectual property to third parties.

**Third-Party Content:** Any third-party trademarks, logos, or content displayed within AetherX services are the property of their respective owners. Such use does not imply endorsement or association between AetherX and third parties, and customers are required to respect the intellectual property rights of these entities.

## 16.5 Violation Consequences

**Termination of Use:** Unauthorized use of AetherX's intellectual property or branding may result in the termination of customer accounts, restrictions on services, and/or legal action.

**Infringement Liability:** AetherX reserves the right to seek damages, injunctive relief, and other legal remedies available under applicable law to protect its intellectual property and enforce these Terms of Use.

This Intellectual Property and Branding section ensures that AetherX's branding and intellectual property rights are respected, preserving the integrity and reputation of AetherX in compliance with EEA and international intellectual property standards.

## 17. No Investment Advice

This section clarifies AetherX's role and responsibilities concerning investment guidance and outlines customers' responsibility for independent decision-making.

### 17.1 Disclaimer of Investment Advice

**No Advisory Role:** AetherX does not provide investment, tax, legal, or financial advice of any kind. The services and information provided by AetherX are solely for informational and operational purposes related to the use and management of AetherX's digital assets and platform.

**Customer Responsibility:** Customers should not interpret any information or functionality provided by AetherX as an endorsement, recommendation, or suggestion to invest in, buy, sell, hold, or trade digital assets, including AetherX Coins or any other cryptocurrency.

### 17.2 Independent Professional Guidance

**Seek Professional Advice:** AetherX encourages customers to consult qualified professionals for personalized investment, tax, and legal advice. Customers should

evaluate their individual financial objectives, risk tolerance, and market knowledge before making any financial or investment decisions.

**No Assurance on Financial Outcomes:** AetherX makes no representations or guarantees regarding potential outcomes of any transactions involving AetherX Coins or other digital assets, including changes in value, market conditions, or regulatory developments.

### 17.3 Information Provided for Educational Purposes Only

**Educational Content:** Any blog posts, articles, tutorials, or other educational materials provided by AetherX are strictly for informational purposes. Such content does not constitute or substitute for professional advice, nor does it imply any partnership or endorsement of third-party opinions or financial analyses.

This **No Investment Advice** reaffirms AetherX's non-advisory role and emphasizes the importance of customers independently seeking professional advice before making investment decisions.

## 18. Tax Obligations

This section outlines customer responsibilities for tax compliance associated with using AetherX's platform and engaging in transactions involving AetherX Coins or other digital assets.

### 18.1 Customer Responsibility for Tax Compliance

**Individual Tax Obligations:** Customers are solely responsible for understanding, complying with, and fulfilling any tax obligations that arise from using AetherX services, including buying, selling, holding, or transacting AetherX Coins or other digital assets. This responsibility includes calculating, reporting, and remitting any applicable taxes.

**Consult Tax Professionals:** AetherX recommends that customers consult with a tax professional to ensure compliance with relevant tax laws and regulations applicable in their jurisdiction.

### 18.2 Reporting and Record-Keeping

**Transaction Records:** AetherX maintains records of customer transaction histories within the platform, which customers can access as needed to fulfill tax reporting requirements. It is the customer's responsibility to maintain and review these records for tax purposes.

**Disclosure to Tax Authorities:** Customers are responsible for any necessary disclosures to tax authorities based on their transactions involving digital assets on

the AetherX platform. AetherX may comply with applicable legal requests to disclose transaction information to tax authorities if required by law.

### 18.3 No Tax Advice Provided

**No Tax Advisory Services:** AetherX does not provide tax advice or guidance. Information provided on the platform, including transaction records, should not be considered as a substitute for professional tax advice.

## 19. Severability and Entire Agreement

### 19.1 Severability

**Independent Validity of Terms:** If any term, clause, or provision of these Terms of Use is found by a court or regulatory authority to be invalid, unenforceable, or void, that specific term or provision will be considered independent and separable from the rest of these Terms.

**Continued Enforceability:** The invalidity or unenforceability of any single provision will not affect the validity and enforceability of the remaining provisions, which shall remain fully in force and effect.

### 19.2 Entire Agreement

**Complete Understanding:** These Terms of Use, along with any incorporated policies such as the Privacy Policy, Acceptable Use Policy, and any other applicable agreements referenced within, constitute the entire and exclusive agreement between AetherX and the customer.

**Superseding Effect:** These Terms supersede all prior agreements, representations, or understandings—whether written or oral—related to the subject matter herein. Any modifications to these Terms must be in writing and duly communicated in accordance with AetherX’s amendment procedures.

## 20. Contact Information and Support

### 20.1 Customer Support

**Primary Contact:** Customers can reach AetherX Customer Support for inquiries, assistance, or account issues via:

- **Email:** [support@aetx.io](mailto:support@aetx.io)

**Operating Hours:** Customer Support is available Monday through Friday, 9:00 am to 5:00 pm, with extended hours available during high-demand periods or special announcements.

## 20.2 Complaint Resolution Process

**Initial Complaint Submission:** Customers with complaints regarding services or transactions should submit a written complaint through the email or support portal listed above, including details of the complaint, relevant transaction information, and preferred resolution.

**Acknowledgment of Receipt:** AetherX will confirm receipt of the complaint within 48 hours and provide an expected timeline for response, typically within 10 business days.

**Investigation and Resolution:** AetherX will thoroughly investigate complaints and may contact the customer for additional information. Following the investigation, AetherX will provide a written response detailing the findings and any resolution steps.

**Escalation:** If the customer is unsatisfied with the resolution, they may request escalation, in which case the matter will be reviewed by a senior support specialist or, if necessary, submitted to the applicable regulatory authority as specified under the governing laws in these Terms.



# MiCA Redemption Policy

Last Updated: November 4, 2024

## 1. Overview

This **Redemption Policy** outlines the terms under which AetherX users can redeem AetherX Coins (e.g., AETX) under the Markets in Crypto-Assets Regulation (MiCA) framework. This policy ensures compliance with MiCA requirements for Electronic Money Tokens (EMTs) and applies exclusively to eligible users within the EEA.

## 2. Redemption Rights

**Redemption Availability:** AetherX Coins held in AetherX Accounts may be redeemed at any time for the corresponding currency.

**Authorized Use:** Users can redeem only through designated withdrawal options to an approved bank account in the account holder's name.

**Redemption Limitations:** AetherX imposes daily and monthly redemption limits based on user verification levels and regulatory requirements. Updated limits are available in the AetherX account dashboard.

## 3. Redemption Procedures

- **Initiation:** To initiate redemption, users must log into their AetherX account and select the option. All redemption requests must meet minimum balance thresholds.
- **Verification:** AetherX may require verification of identity or withdrawal details, especially for redemptions above predefined limits.
- **Processing Time:** Standard redemptions are processed within 2 business days. Premium tier users may opt for expedited redemption services for an additional fee, processed within 1 business day.

## 4. Fees

- **Basic Tier:** Standard redemption is free of charge for eligible users under the basic tier. Transaction fees for blockchain network transfers, if applicable, are separate.
- **Premium Tier:** Expedited redemption services for premium tier members incur fees as listed in the AetherX Fee Schedule, subject to market conditions.

## 5. Conditions for Redemption

**User Verification:** Only verified AetherX accounts are eligible for redemption. Users must provide a valid bank account in their name for transfers, and AetherX reserves the right to request further documentation to comply with AML/CFT laws.

**Prohibited Use:** Redemption of funds acquired through prohibited activities (e.g., fraud, money laundering) is restricted and may result in suspension, account termination, and reporting to relevant authorities.

## 6. Suspension and Denial of Redemption

AetherX reserves the right to suspend or deny redemption requests if:

- The account or funds are under investigation for compliance violations.
- The user has outstanding obligations or fees owed to AetherX.
- Required information or verification is pending.

## 7. Regulatory Compliance and Reporting

This redemption policy complies with MiCA regulations, European Union AML and CFT laws, and other relevant directives. AetherX monitors redemption transactions to identify and report suspicious activity in line with regulatory obligations.

## 8. Changes to the Redemption Policy

This policy is subject to change, and updates will be posted on the AetherX website. Customers are encouraged to review it periodically, as continued use of AetherX services constitutes acceptance of any amendments.

For questions or assistance with redemptions, please contact AetherX Support at [support@aetx.io](mailto:support@aetx.io).

# Risk Disclosures

**Last Updated: November 4, 2024**

This document outlines potential risks associated with purchasing, holding, and transacting with digital assets, specifically through AetherX. Users should carefully review these disclosures before using AetherX services, as the volatile and evolving nature of digital currencies (referred to here as "AetherX Coins" or "Digital Assets") carries substantial risk. By using AetherX, users acknowledge their understanding and acceptance of these risks.

## 1. Market and Volatility Risks

**Extreme Volatility:** The value of Digital Assets can fluctuate widely and unpredictably. Market conditions can cause Digital Asset values to rapidly increase or decrease, often resulting in significant loss in short timeframes.

**Market-Dependent Value:** The worth of Digital Assets is derived primarily from participants' willingness to trade fiat currency (e.g., USD or EUR) for Digital Assets. Should this demand wane, the asset's value could deteriorate, potentially to zero.

**Permanent Value Loss:** The Digital Asset market may cease entirely for specific tokens, resulting in complete and permanent loss of value.

**Liquidity Constraints:** Lack of demand or regulatory actions could limit liquidity, making it challenging to buy or sell Digital Assets at desired times or prices, potentially incurring losses.

## 2. Regulatory and Legal Risks

**Regulatory Uncertainty:** The Digital Asset industry faces uncertain regulatory landscapes worldwide. Legislative or policy changes could adversely affect the value, legality, or operability of Digital Assets.

**Global and Local Restrictions:** Government entities (local or international) may impose restrictions, bans, or reporting requirements on Digital Assets, impacting users' ability to transact, transfer, or hold assets.

**Compliance Risks:** AetherX adheres to current legal standards but cannot predict future regulations that could restrict or alter the scope of its services, potentially impacting user access to funds.

**Tax Implications:** Users are responsible for understanding and complying with tax obligations related to Digital Asset transactions. AetherX does not offer tax advice and assumes no liability for users' tax compliance.

### 3. Technology and Security Risks

**Protocol Risks:** Digital Assets are supported by blockchain protocols, many of which are open source. Changes, bugs, or defects within these protocols can affect the functionality, availability, or security of a given Digital Asset.

**Cybersecurity Threats:** Digital Assets are susceptible to hacking, malware, and cyberattacks, which could lead to theft or loss of user funds or sensitive data.

**Custodial Risks:** AetherX utilizes secure, industry-standard wallet management practices, but users acknowledge that custodial accounts are subject to risks such as internal or external attacks, technical malfunctions, or human error.

**Software Failures:** Digital Assets are stored using software-based protocols that could malfunction, become corrupted, or become obsolete, potentially resulting in asset loss.

### 4. Forks and Network Disruptions

**Blockchain Forks:** Digital Assets may undergo “forks” (divisions into two or more distinct versions of the protocol) due to community disagreements or protocol upgrades. Forks can result in users holding assets on separate chains, which may vary significantly in value.

**Unsupported Forks:** Unless otherwise announced, AetherX does not support all forks or derivatives. Unsupported forks may result in asset loss or inability to access forked assets.

**Network Delays and Failures:** Digital Asset transactions rely on network functionality, which is prone to delays, overloads, or outages. These disruptions can cause transactions to be delayed, lost, or reversed.

### 5. Risks Related to Trading and Liquidity

**Limited Trading Options:** Market access may be restricted by availability of counterparties. In low-liquidity scenarios, users may face challenges in buying or selling assets at fair market value.

**No Guarantee of Buyback:** AetherX may not be able to facilitate buyback or sell orders if there are insufficient counterparties or liquidity. Users may be unable to sell their Digital Assets at times of market stress.

**Price Discrepancies Across Platforms:** Digital Assets are not standardized, and pricing may vary significantly across different platforms. Users may incur losses if price differences are substantial.

## 6. Custody and Asset Ownership Risks

**No Physical or Legal Ownership Guarantees:** Users' ownership of Digital Assets is recorded on a blockchain ledger and does not represent physical ownership or rights against AetherX. Loss of private keys or access credentials can permanently impair access to assets.

**No Insurance Protections:** Digital Assets held with AetherX are not covered by FDIC insurance or other government-backed insurance protections. Users bear full responsibility for any potential losses.

**Third-Party Custodians:** AetherX may rely on third-party custodians to store and manage user assets. Users acknowledge the additional risks associated with third-party custodial services.

## 7. Operational and Technical Dependency Risks

**Dependency on Service Providers:** AetherX's operations depend on third-party vendors, cloud providers, and other technological services, whose failure or withdrawal of services could disrupt access or cause loss of assets.

**Platform Access Risks:** Users' ability to access AetherX accounts may be disrupted by internet issues, denial-of-service attacks, system outages, or platform maintenance.

**Software Bugs and Errors:** Unforeseen bugs or errors in AetherX software could impact users' access, accuracy of balances, or transaction integrity.

## 8. Market Manipulation and Fraud Risks

**Market Manipulation:** Digital Asset markets are susceptible to manipulation, including "pump-and-dump" schemes, wash trading, and spoofing. Such activities may affect market prices and lead to substantial user losses.

**Fraudulent Activities:** Scams and phishing attacks are prevalent in the Digital Asset space. Users should exercise caution with unsolicited offers, emails, and communications that request sensitive account information.

**Lack of Market Oversight:** Digital Asset markets may not be regulated in the same way as traditional markets, meaning users have limited recourse against fraud or manipulation.

## 9. Potential for Complete Loss

**No Guaranteed Returns:** Digital Assets are highly speculative and do not guarantee any returns. Users may experience a partial or total loss of capital.

**Permanent Asset Loss:** Loss of private keys, incorrect wallet addresses, or mishandling of digital wallets could result in irreversible loss of assets.

**AetherX Platform Termination:** In the event of AetherX's insolvency or platform shutdown, users may lose access to assets. AetherX does not guarantee recovery of funds in such cases.

## 10. Legal and Compliance Risks

**Cross-Border Transaction Risks:** International laws and regulations regarding Digital Assets vary and may change over time, impacting the legality or accessibility of Digital Assets across borders.

**Reporting Obligations:** Users must comply with any regulatory or legal requirements related to Digital Asset ownership, transfer, and reporting in their jurisdiction. AetherX is not responsible for notifying users of these obligations.

**Potential Account Freezing or Suspension:** Accounts may be frozen or suspended if suspected of violating terms of use, engaging in suspicious activities, or failing to meet compliance obligations.

## 11. Disclaimer

This disclosure is not exhaustive, and additional risks not detailed here may also apply to Digital Assets. AetherX provides no guarantees regarding the value, usability, or security of Digital Assets and disclaims liability for losses incurred from the inherent risks of participating in the Digital Asset markets.