



SolCap, Ltd. | Terms and Conditions

LAST UPDATED: Thursday, November 3rd, 2022.

SolCap, Ltd. ("Solidus Capital") is a British Virgin Island Corporation, incorporated on April 16th, 2021, with Registration Number 2060330, with a Registered Address located at Craigmuir Chambers, Road Town, Tortola, VG 11100, BVI. By applying to become a Customer of Solidus Capital, you acknowledge that you have had the opportunity to read the Solidus Capital Terms of Use and have, in fact, done so and that you agree to be bound by these Terms for so long as you maintain an Account at Solidus Capital through its Platform.

Please read these Terms of Use carefully, as well as any other related document, which will include the agreements between you and Solidus Capital in the provision of the Services indicated below.

PRELIMINARY. -

These "Terms of Use" govern the contract for the provision of the Solidus Capital Services, which include, Over the Counter services on a principal trading basis; Multi-Family Office services; Proprietary Funds services, Multi-Custody services, Platform Integrations, Dollar Cost Averaging services, Tax Reporting, among others; between the Counterparty and Solidus Capital (hereinafter the "Counterparty", and jointly with Solidus Capital the "Parties").

The Counterparty accepts and acknowledges that Solidus Capital may modify, at any time, these Terms of Use, which the Counterparty tacitly accepts. In this sense, each time an update is made to them, and the Counterparty continues to use the Website or Platform; it will be considered that they have tacitly accepted said modifications and that the current version of the terms will retroactively govern any activity carried out by the Counterparty. Similarly, the Counterparty undertakes to review the Terms and their applicability periodically.

The use and access to the Website or Platform are not allowed from those States or jurisdictions with respect to which, in accordance with various legal and regulatory prohibitions, (i) it is not possible to carry out said operations or (ii) in the event that it is considered a risky operation when carrying out in certain jurisdictions and/or Solidus Capital considers that it is not possible to carry out such operations. Some Services may not be available depending on the Counterparty's connection location. Solidus Capital is not responsible for the actions taken by Counterpartys in contempt of this provision, and we reserve the right to stop providing, without prior notice, our Services to said Counterparties.



CLAUSES. -

First: Object

The purpose of this agreement is to regulate the existing relationship between Solidus Capital and the Counterparty, with the understanding that Solidus Capital is an entity that provides Over the Counter services on a principal trading basis; Multi-Family Office services; Proprietary Funds services in the Digital Assets Ecosystem ("DAE") Multi-Custody services, Platform Integrations, Dollar Cost Averaging services, Tax Reporting, among other services.

Second: Consent

The Parties agree that regardless of the signature or absence of the signature of the Terms of Use, they will be considered consent, regardless of whether or not there are any means of acceptance (including without limiting any click or act of express consent), (i) when accessing or making use of the Solidus Capital's Services (as defined below), (ii) accessing Solidus Capital's Website or Platform through <https://www.soliduscapital.io>; or (iii) when using any service provided by Solidus Capital. If the Terms of Use are not acceptable to the Counterparty, the Counterparty must immediately suspend the use of any service, platform, means of provision, or payment operated or administered by Solidus Capital.

The Counterparty acknowledges that the acceptance of these Terms of Use has the same legal effect as if the physical or digital signature had been embodied in an agreement of wills and accepts that their consent will be obtained electronically in the following terms.

Third: Definitions

For the purposes of the Terms of Use, the terms with an initial capital letter will have the meanings indicated below, except on those occasions when they are not in accordance with the text:

"The Site", "Site", "The Platform", "Platform": Means of access to the Services, both on the mobile platform and on the web platform (<https://www.soliduscapital.io>).

"Solidus Capital" "We", "Our", "Company", or other equivalent terms: Entity or related entities that serve as providers of the Services.

"Commission": The rates to which the Services will be subject.

"Registration", "Registry": The registration opened in Solidus Capital for each Counterparty whose purpose is to carry out different transactions by said Counterparties and whose treatment will be indicated in these Terms and Conditions and Privacy Notice.

"Financial Entity": The holding companies and their holding companies of financial groups, credit institutions, brokerage houses, stock exchanges, investment funds, operating companies, mutual fund share distribution companies, credit unions, auxiliary credit organizations, exchange houses, multiple-purpose financial companies, popular financial companies, community financial companies, among others.



"Services": the services provided by Solidus Capital that consist of the provision of liquidity and buying and selling Digital Assets and converting from/to FIAT through computer applications (including mobile applications), internet page interfaces, or any other means of electronic or digital communication, Stewardship and Education on Digital Assets, Custodial Solutions and Implementation Portfolio Customization, Strategy Design Exclusive PE/VC Deal Flow, Investment Feasibility Analysis and; Funds Management and Co-Management consolidation of equities in one basket through a diversified portfolio of private companies in the Digital Assets Ecosystem.

Solidus Capital will also rely on different third-party services to provide access to Digital Assets Custody, FIAT Custody, Liquidity, Staking, FIAT ON and OFF Ramps, and KYC Verification, with these services having their own terms and conditions to be accepted by the Counterparty.

"User", "You" or "Counterparties": indistinctly, the users of Solidus Capital Services, including without limitation registered Counterpartys, as well as any visitor who uses the Solidus Capital Site, regardless of the level at which their registration is found verified.

Fourth: Solidus Capital Operation Services

Through the continued use of our Site, as well as the acceptance of these Terms of Use, the Counterparty acknowledges and agrees that:

The Counterparty must be registered in accordance with the policies applicable to the type of registration that corresponds (Individual or Entity). In order to register as a Counterparty, you must be at least 18 years old and have the necessary legal capacity to be bound and accept the Terms of Use. In the case of legal entities, only those with the necessary faculties to compromise before Solidus Capital in the celebration of any legal action, after validation of the necessary requirements, may use the functions of our site or our Services. Counterparty's transactions will be understood to have been carried out and, therefore, effective when they have been confirmed by Solidus Capital and not necessarily when the Counterparty has initiated or ordered them. Operations are irreversible once executed. The Counterparty acknowledges and assumes any risk arising from operations under these Terms of Use.

The Counterparty acknowledges that, even when Solidus Capital is at the forefront in terms of technological security, there are various technological and cyber risks, including fraud, that are inherent to the use of electronic or digital means in the financial system, including the operation with Electronic Payment Funds and the use of technological platforms in general for which in no case will Solidus Capital be responsible. The Counterparty acknowledges and accepts that Solidus Capital has no type of insurance for the deposit and/or the Counterparty's resources. Neither the Federal Government nor other entities may be responsible or guarantee the resources of the Counterparties that are used in the Operations they carry out with Solidus Capital or others, nor assume any responsibility for the obligations contracted by Solidus Capital. The operation of the platform could be partially or totally restricted at any time, in a programmed or sudden way, which could generate the non-execution of pending operations, which could cause economic damage to the Counterparty; however, the Counterparty, by accepting these Terms of Use, accepts that Solidus Capital is not and will not be responsible, under any reason and under any circumstances, for damages or losses that



similar or identical situations may cause, for which it is obliged to hold harmless Solidus Capital of any claim that could be presented in this sense or other similar ones. Losses due to fraudulent or accidental transactions may not be recoverable, and additionally, once they have been confirmed, the Counterparty will be obliged to comply with them. Solidus Capital has no responsibility for all those operations carried out by Counterparties when these are fraudulent or accidental or are the result of negligence on the part of Counterparties in the care of their public access keys or private passwords, in accordance with the provisions of the Sixth clause of these Terms of Use. The Services are and will be provided exclusively by Solidus Capital and its related entities, who assume all responsibilities and obligations in accordance with the Terms of Use, and is the owner or has the right to use the interfaces, internet pages, or any other address or link indicated in these Terms of Use, with Solidus Capital being solely responsible for its use in front of Counterparties. The related entities that may provide the Services are Liquid Latam, Ltd., British Virgin Island Corporation, incorporated on June 18th, 2019, with Registration Number 2015591; Solidus Advisors Ltd., a British Virgin Islands ("BVI") Corporation, incorporated on March 3rd, 2021, with Registration Number 2056150 and SIBA Number IBR/AIM/21/0532, as a BVI Approved Investment Manager; SolCap Services LLC, incorporated on June 4th, 2021, with FinCEN Registration Number: 31000208679797, Florida's Office of Financial Regulation Number: FT230000422 with a License Type: Money Services Businesses Part II for the State of Florida only; and Solidus Advisors LLC, incorporated on December 14th, 2021, with FINRA's Central Registration Depository (CRD): 317838.

For the safety of our Counterparts, we do not assume any responsibility, nor will we be liable in any way, for any operation made in terms of the instruction and information provided by the Counterparty. The Counterparty acknowledges and accepts that the transfers to the accounts or wallets of said operation are made under his entire responsibility, and in no case will Solidus Capital be responsible for the said concept.

The only legal tender and release power for those who wish to use the Services, as applicable, will be the legal tender in the United States of America.

THE PRODUCTS AND SERVICES OF SOLIDUS CAPITAL ARE NOT FDIC-INSURED NOR GOVERNMENT-INSURED. NO BANK GUARANTEE.

Fifth: Compliance Policies of KYC and AML/FT Program

Aware of the importance of preventing and controlling the money laundering and terrorist financing risks that could penetrate the business of Digital Assets trading, the goal of Solidus Capital has been the fulfillment with AML/CFT compliance international standards from the beginning of the business.

Consequently, to prevent those risks, Solidus Capital implemented a KYC/AML/CFT & Sanction Policy Program, which has been developed according to the AML/CFT international standards and best practices issued by international organizations such as Financial Action Task Force (FATF), complying with the standards, reports, and filings possible and as well in accordance with the [Association for Digital Assets Markets' \(ADAM\)](#) Code of Conduct, of which Solidus Capital is a Member since June 2021.



Solidus Capital has adopted this AML/FT Program according to the Regulatory Framework, especially based on the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (the "[US Patriot Act](#)").

IMPORTANT INFORMATION ABOUT PROCEDURES FOR REGISTRATION — To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who registers. What this means for you: When you register, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will require your driver's license or other identifying documentation.

Solidus Capital's purposes include conducting liquidity provision and buying and selling Digital Assets via a principal trading basis with a global reach through its Site or Platform and converting from/to FIAT to Stewardship and Education on Digital Assets, Custodial Solutions, and Implementation Portfolio Customization, Strategy Design Exclusive PE/VC Deal Flow, Investment Feasibility Analysis and Funds Management.

The Counterparty acknowledges that Solidus Capital will strictly comply with the requirements that any competent authority may formulate, by virtue of which there may be additional requirements to those established in these Terms of Use, which may relate to the level of both operational risk, legal, reputational, geographic or by preponderant activity, among others. These requirements must fully meet to establish and/or, where appropriate, continue with the provision of the Services. Compliance with the requirements regarding personal data made by the competent authority will be subject at all times to the provisions of our Privacy Notice and current legislation.

In the event that your operation with Solidus Capital is suspected of not complying with any provision of AML/FT, national or international, you accept that Solidus Capital has the right to carry out any necessary or convenient review and audit action, such as requesting and collecting any additional relevant information or documentation, as well as report, at our sole discretion, any activity to any authority and, where appropriate, take any action or carry out any act implicitly or explicitly contemplated in Terms of Use or the legislation applicable, including without limitation the temporary or total suspension of access to the Site and Services.

As part of the implementation of our AML/FT Program, Solidus Capital reserves the right to require any additional information, with the intention of determining or corroborating the transactional profile, whether declared or operated, of its Counterparts as well as the origin and destination of the funds involved in the operations that the Counterparty carries out on our platform or for any other related or convenient purpose and, if the necessary information is not received, Solidus Capital may suspend or terminate the Services and/or the contractual relationship with the Counterparty, including access to our Site. The resources that Counterparties use in Solidus Capital must come from and may be reimbursed in deposit accounts opened in an authorized Financial Institution in accordance with the regulations that are applicable to them; otherwise, prior to legal or judicial resolution in that sense, the Counterparty waives all funds used in Solidus Capital as determined by the competent authorities.



Sixth: Security

THE PROPER USE, MANAGEMENT, AND CUSTODY OF THE SIGNATURES, PRIVATE KEYS, ACCESS CODES, PASSWORDS, AND ANY OTHER DATA OF ACCESS TO THE SITE AND SERVICES ARE THE RESPONSIBILITY OF THE Counterparty. Solidus Capital will not be responsible for the lack of diligence, negligence, or inexperience by the Counterparties in the control and care of these, as well as the possible consequences that this may imply.

For the purposes of the previous paragraph and in terms of the applicable legislation, the data messages that the Counterparty issues or communicates after their authentication will be considered valid for all the effects that may arise and as issued through secure devices and approved by the Counterparty, as well as received in full and without alterations in the servers of Solidus Capital. By the sole fact of accessing the Solidus Capital site and ordering or celebrating any operation, the Counterparty undertakes to respond with all of his patrimonies for the obligations that are attributable to him or those which he has incurred.

Solidus Capital will not be responsible for misusing the authentication forms that the Counterparty uses at its discretion. Solidus Capital is not responsible for Phishing, identity theft, cyber-attacks, or any attack of which the Counterparty is a victim. Nor will it be responsible for acts of third parties that affect the Site, the global internet network, or any other interconnection platform in a general way.

Solidus Capital reserves the right, in any case, and without any communication or explanation, to prohibit access to its Site to any person. Access to the official site of Solidus Capital is the responsibility of the Counterparty, and Solidus Capital shall under no circumstances be responsible for the security of the connection from which the Counterparty accesses.

Seventh: Notifications

The Counterparty accepts that Solidus Capital will take as a means of contact the email address or the telephone number with which they have registered, and this will be the means through which they will receive notices related to the Services and the Solidus Capital platform. The Counterparty accepts as valid all those communications exchanged by electronic means, either for forming voluntary agreements or exchanging notifications.

Solidus Capital may also use the Counterparty's email address for other communications, including notices regarding the Terms of Use and its operations, as well as any other future communication between the Counterparty and Solidus Capital; however, Solidus Capital will at no time request confidential data from its Counterparts by email or any other means. The Counterparty must keep their email address up to date and will notify any changes to it. Solidus Capital will consider all communications sent to the email address registered by the Counterparty regardless of their effective receipt.



Eighth: Information for the Counterparty Registration and Authorization of Operations

In compliance with the provisions of our AML/FT Program, Solidus Capital will request, among other information, the following details and documentation for the creation of profiles and authorization of operations for both individuals and entities:

- Full Names and Surnames.
- Email Address.
- Contact Telephone Number that the Counterparty uses with Whatsapp as its main means of communication.
- Date of Birth, Place of Birth, Place of Residence.
- Formation documents of the entity and any other related to the current status of its directors and shareholders.
- Proof of Address of Residence.
- Identification (i.e., Passport, Driver's License, ID Card, Voting Credential, among others).
- Proof of Funds.
- Occupation, profession, activity, or business.
- Access to the location when opening the registration or carrying out operations (geolocation, a requirement requested by the financial authorities).
- Upload to the system a copy of a valid official identification with which their identity is accredited, a Selfie, and a proof of address no more than three (3) months old.
- Validation in sanctions lists.
- Income Receipts that justify the Counterparty's activity.
- Additional Financial and Tax Information.
- Expected Transactional Volume.
- Desired Operation ("Buy", "Sell", among others).

Having complied with the information above and documentation requirements, the Counterparty shall be presented with the corresponding binding documents and service agreements which will contain the specific terms and conditions in connection with Solidus Capital's services that may apply to the Counterparty. The preceding does not exempt the Counterparty from delivering or updating the information and/or documentation that Solidus Capital, from time to time, requested by the Compliance Department with the content of the internal risk control and money laundering prevention manuals.

Solidus Capital reserves the right not to allow the registration or deny operations to whom, in its sole discretion, does not meet the above requirements or who, for any other reason, do not meet, in the opinion of Solidus Capital, any of the situations that determined from time to time in attention to the interests of Solidus Capital and compliance with any national or international legislation. The use of data and information is strictly confidential and is described in the Privacy Policy document available on our webpage.



Ninth: Operational Rule

Counterparty acknowledges and agrees that Solidus Capital is not responsible for any event or circumstance that affects any of the institutions it uses to carry out operations.

Operations may be subject to delays, setbacks, and/or conditions affecting their transmission or execution. Even though Solidus Capital has implemented the necessary infrastructure to respond to market needs, Solidus Capital has no control over hardware, software, electronic, or market congestion failures, so the Counterparty acknowledges and accepts that in such cases, Solidus Capital will not be responsible for delays, difficulties or conditions that adversely affect the transmission or execution of orders.

In those cases in which we consider that we are facing an unusual operation or for any other reason that, in our sole discretion, we consider pertinent, we may require that you confirm your request by telephone or by any other means of authentication designated for this purpose.

The Solidus Capital site will only accept the following means of payment: a) Transfer via Wallet: Solidus Capital will request to manually add the Counterparty's public key and address on which Solidus Capital makes a forensic analysis through a third party provider, according to the provisions of Solidus Capital AML/FT policies. Also, Solidus Capital will inform the Counterparty of the corresponding information to receive Digital Assets in the wallets of its property, such as public key and address; b) Wire Transfer: For the Counterparty to use this option, Solidus Capital will request to manually add the following data about their bank account: Routing Number, Account Number, Account Type, Beneficiary Address, Bank Address, and Intermediary Bank, if any.

Tenth: Transfers, Payments, and Purchases

COUNTERPARTY ACKNOWLEDGES AND AGREES THAT SOLIDUS CAPITAL CAN AND WILL REFUSE ANY TRANSACTION, PAYMENT, OR TRANSFER THAT DOES NOT COMPLY WITH SOLIDUS CAPITAL TERMS AND CONDITIONS.

THE COUNTERPARTY AGREES THAT OPERATIONS WITH SOLIDUS CAPITAL CAN ONLY BE DONE WITH THE BANK ACCOUNTS AND/OR WALLETS PREVIOUSLY APPROVED BY SOLIDUS CAPITAL, ANY TRANSACTION MADE WITH ACCOUNTS OR WALLETS NON-REGISTERED AT SOLIDUS CAPITAL WILL CONCLUDE WITH THE REVERSAL OF THE OPERATION, AND SOLIDUS CAPITAL WILL RETAIN, AS PENALTY AND ADMINISTRATIVE FEES, FIVE PERCENT (5%) OF THE AMOUNT OF THE UNAUTHORIZED OPERATION, BEING THE COUNTERPARTY SOLELY RESPONSIBLE FOR ALL THE DAMAGES, EXPENSES AND COSTS THAT THIS UNAUTHORIZED TRANSACTION CAUSES TO SOLIDUS NOTWITHSTANDING THE LEGAL ACTIONS OF WHICH IT IS ENTITLED TO EXERCISE. THE TERMS AND CONDITIONS OF THE OPERATION'S REVERSAL WILL BE SET EXCLUSIVELY BY SOLIDUS.

The counterparty acknowledges that a Trade Quote can be denied to the Counterparty until it provides information on the fund's sources or any documentation required by the Compliance



Department. Counterparty expressly agrees that it's completely forbidden to send or execute any transfer of fiat currency or Digital Assets to Solidus's bank accounts or Wallets without the express authorization, in writing, given by Solidus. **If such transfer is executed, Solidus will not have any responsibility or liability upon the Digital Assets of fiat currency transferred to its bank account or Wallets, and the Counterparty hereby agrees that Solidus will retain, as penalty and administrative fees, five percent (5%) of the amount of the unauthorized operation, for the reversal of said operation, being the Counterparty solely responsible for all the damages, expenses and costs that this unauthorized transaction causes to Solidus notwithstanding the legal actions of which it's entitled to exercise. The terms and conditions of the operation's reversal will be set exclusively by Solidus.**

The counterparty acknowledges that without a Trade Quote that Solidus has duly and expressly confirmed, it's completely forbidden to send or execute any transfer of fiat currency or Digital Assets to Solidus's bank accounts or Wallets. **If such transfer is executed, Solidus will not have any responsibility or liability upon the Digital Assets of fiat currency transferred to its bank account or Wallets; and the Counterparty hereby agrees that Solidus will retain, as penalty and administrative fees, five percent (5%) of the amount of the unauthorized operation, for the reversal of said operation, being the Counterparty solely responsible for all the damages, expenses and costs that this unauthorized transaction causes to Solidus notwithstanding the legal actions of which it's entitled to exercise. The terms and conditions of the operation's reversal will be set exclusively by Solidus.**

The counterparty acknowledges that when a Trade Quote is canceled or the time given to the Counterparty to execute the transaction expires, it's completely forbidden to send or execute any transfer of fiat currency or Digital Assets to Solidus's bank accounts or Wallets, without the express authorization, in writing, given by Solidus. **If such transfer is executed, Solidus will not have any responsibility or liability upon the Digital Assets of fiat currency transferred to its bank account or Wallets; and the Counterparty hereby agrees that Solidus will retain, as penalty and administrative fees, five percent (5%) of the amount of the unauthorized operation, for the reverse of said operation, being the Counterparty solely responsible for all the damages, expenses and costs that this unauthorized transaction causes to Solidus notwithstanding the legal actions of which it's entitled to exercise. The terms and conditions of the operation's reversal will be set exclusively by Solidus.**

Eleventh: History and Record of Operations

Solidus Capital records account for transactional movements that allow identifying Counterparty operations. Solidus Capital strives to provide accurate and truthful information; however, there may be errors in the Counterparty's history and any proof of operation. In the event of an error, the Counterparty has 30 calendar days to make it known to us through info@soliduscapital.io; After this period, it will be understood that the Counterparty recognizes and accepts the history of his Operation without being able to initiate a claim on a subsequent date.



The transferred funds or Digital Assets are the property of the Counterparties; therefore, Solidus Capital only obtains resources derived from the collection of commissions for the execution of the operations carried out by the Counterparties in accordance with these Terms of Use.

Twelfth: Commissions

Each Service offered by Solidus Capital is subject to a fee ("Commission"); however, Solidus Capital reserves the right to change, modify or increase this fee at any time, being able or not to notify the Counterparty in advance regarding any modification.

Thirteenth: Limitation of Liability

The Funds used by the Counterparty are not protected by any insurance or deposit guarantee. All operations are subject to the applicable laws and regulations that apply in connection with the activities carried out by Solidus Capital. Therefore, in the event of Fraud or Disputes, the Counterparty assumes that if chargebacks are warranted, these will be addressed according to the thresholds established by their financial institution or custody service provider and for which Solidus Capital will not have any responsibility or be liable.

The Counterparty acknowledges that all its decisions are made solely and exclusively in his name and account and without interference or advice from any third party. Consequently, each Counterparty is obliged to conduct an independent evaluation regarding the operations that can carry out on the Solidus Capital platform, the Services provided, and any other related circumstances. Solidus Capital will not be liable in any case to the Counterparty for any decision made by the latter, regardless of the loss or damage due to said decision. Any operation that the Counterparty performs on the platform is his sole responsibility.

Fourteenth: Effectiveness

The Terms of Use will be in force indefinitely as long as there is a legal relationship between Solidus Capital and the Counterparty due to the operations carried out by the Counterparty. Once the Counterparty requests the Closure of their Registration, the Terms of Use will remain in force for an additional 60 calendar days.

Fifteenth: Registration and Counterparty Registry

When a Counterparty registers with Solidus Capital, it must provide certain registration data and information to verify the identity. Some of this information may include personal, private, or sensitive data that will receive the treatment established in the privacy notice of Solidus Capital. By completing the online registration form, the Counterparty affirms that they provide true, accurate, up-to-date, and complete information about themselves as required by the registration form. Furthermore, the Counterparty agrees to maintain and update the registration data to keep the information complete, true, accurate, up-to-date, and complete while he is a Counterparty of Solidus Capital.



The registration of more than one same natural or legal person is prohibited since such a fact implies, according to our controls, the partial or total alteration of information to create another registry. The foregoing implies the closure of both registries and the impossibility of returning to operate on the Solidus Capital platform.

Solidus Capital will use the personal data collected from Counterparties to carry out activities aimed at fulfilling the obligations derived from any legal and commercial relationship resulting from the Terms of Use, as well as to provide the best possible Counterparty experience.

Sixteenth: Suspension and/or Closing of Accounts

The Counterparty can cancel his registration at any time, for which he must send an email to info@soliduscapital.io requesting said cancellation. Likewise, the Counterparty must complete a security protocol for the protection of the Counterparty, as required from time to time by Solidus Capital.

Solidus Capital reserves the right to suspend, cancel or modify any aspect of the Account in Solidus Capital, or its availability, at any time without prior notice, without having any responsibility. In addition, Solidus Capital reserves the right to suspend, modify, deactivate or cancel the Counterparty registration, as well as their access to all or part of the Solidus Capital services immediately and without prior notice in cases where: 1. The Counterparty violates any contractual provision or the Terms of Use or the Master Purchase Agreement; 2. The Counterparty is subject to pending litigation, investigation, or government proceedings; 3. There is a reasonable suspicion of a violation by the Counterparty of our AML/CTF policy or has breached any applicable provisions; 4. The Counterparty does not provide us with true, updated, and correct information; 5. If it becomes known that funds used in operations are the product of illegal or criminal activity; 6. For any other reason for which Solidus Capital considers that the Counterparty's registration or the operations carried out represent a risk for Solidus Capital operations, and; 8. For any other cause, at the discretion of Solidus Capital.

In those cases where Solidus Capital proceeds to cancel the account for any of the above-mentioned reasons, Solidus Capital will make reasonable efforts within its control to notify the Counterparty of said situation.

Seventeenth: System Errors

Due to technological factors, scheduled maintenance, or other factors outside or within our control, the Solidus Capital platform or other Services may be temporarily interrupted. Although we will do everything possible to solve said factors where appropriate, the Counterparty accepts that we are not responsible for the damages and losses derived from said interruption and waives any right or action it may have against Solidus Capital.

In no event will Solidus Capital be liable for any loss or damage, including, without limitation, all losses, costs, expenses, loss of profits, loss of income, or expected profit expectations as a result of the failure



of the Solidus Capital Service or the Site, regardless of the cause, period of time or patrimonial affectation.

Solidus Capital reserves the right to reverse any operation that has been carried out as a result of an interruption in service or failure in the functioning of electronic communications, commercial facilities, storage facilities, recording mechanisms, or other components of the Services. In these circumstances, operations will be reviewed on a case-by-case basis, and Solidus Capital will inform through the email address provided by the Counterparty if any operations are affected.

Eighteenth: Industrial and Intellectual Property

The Site and the Services are property of Solidus Capital and/or affiliates or companies belonging to the same Business Group. Likewise, Solidus Capital is the owner of the Services it offers. We reserve all rights over it and any technology associated with it. Any creation, idea, invention, improvement, know-how, concept, algorithm, protocol, data, processes, procedures, methods, techniques, protocols, formulas, systems, tools, compositions, codes, software, prototypes, documents, components, or any other information that is the authorship of Solidus Capital or any Counterparty, but exclusively as a consequence of the use of the Solidus Capital Site, whether or not it is patentable or capable of being under the protection of copyright, or any intellectual property rights or industrial, are the property of Solidus Capital and/or subsidiary and/or affiliate, with Solidus Capital having the right to initiate any action, or take any measure, of any nature, to obtain its registration and the respective protection before any authority (including any Authority in intellectual property).

In the same way, any derivative work, such as, in a descriptive but non-limiting way, a translation, modification, improvement, personalization, adaptation, compilation, or any product that uses any element of our platform as its source will be the property of Solidus Capital and/or subsidiary and/or affiliate, as such we do not grant any license or permission for the reproduction of any derivative work or permission or license for its use by any third party. Where appropriate, any derivative products will be the sole and exclusive property of Solidus Capital and/or its subsidiaries and/or affiliates.

All materials and data on the site and any other website owned, operated, licensed, or controlled by us will be considered private information and will be the intellectual property of Solidus Capital and/or a subsidiary and/or affiliate, for which we reserve all rights about them. All materials included in the site, including without limitation compilations of data and software, are the property of Solidus Capital and/or subsidiary and/or affiliate and are protected by copyright laws.

All third-party trademarks (including logos and icons) referenced here by SolCap, are the property of their respective owners. Unless specifically identified as such, SolCap's use of third-party trademarks does not indicate any relationship, sponsorship, or endorsement between SolCap and the owners of these trademarks. All references by SolCap to third-party trademarks are for identification purposes only in connection with the investment in underlying funds.

Solidus Capital respects the intellectual property rights of others and requests that the users do the same. Pursuant to 17 U.S.C. § 512(i) of the United States Copyright Act, as amended, Solidus Capital



has adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Site who are repeat infringers. Solidus Capital may terminate access for participants or users who are found repeatedly to provide or post protected third-party content without necessary rights and permissions. DMCA Take-Down Notices. If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Site infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C § 512) ("DMCA") by sending the following information in writing: (1) The date of your notification; (2) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (3) A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (4) A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work; (5) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address; (6) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (7) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Counter-Notices. If you believe that your User Content that has been removed from the Site is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information: (1) Your physical or electronic signature; (2) A description of the content that has been removed and the location at which the content appeared before it was removed; (3) A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and (4) Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in Wyoming and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received, Solidus Capital may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member, or user, the removed content may (at the discretion of Solidus Capital) be reinstated on the Site in 10 to 14 business days or more after receipt of the counter-notice.

Nineteenth: Links to Other Sites and/or Materials

As part of the Site or Platform, you may be provided with links to third-party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Site subscribers. **Solidus Capital has no control over Third Party Sites and Third-Party Applications, Software or Content** or the promotions, materials, information, goods, or Sites available on these Third-Party Sites or Third-Party Applications, Software, or Content. Such Third Party Sites and Third Party Applications, Software, or Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by Solidus Capital, and it is not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or



other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Including, linking to, or permitting the use or installation of any Third-Party Site or any Third-Party Applications, Software, or Content does not imply approval or endorsement by Solidus Capital. If you decide to leave the Site and access the Third-Party Sites or to use or install any Third-Party Applications, Software, or Content, you do so at your own risk, and you should be aware that Solidus Capital Terms & Conditions no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

Twentieth: User Consent to Receive Communications in Electronic Form

For contractual purposes, you (a) consent to receive communications from Solidus Capital in an electronic form via the email address you have submitted; and (b) agree that all Terms & Conditions, agreements, notices, disclosures, and other communications that Solidus Capital provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The previous does not affect your non-waivable rights. Solidus Capital may also use your email address to send you other messages, including information about and special offers. You may opt out of such email by changing your registration settings or sending an email to info@soliduscapital.io. Opting out may prevent you from receiving messages regarding Solidus Capital, the Site.

Twenty-First: No Warranties: Release

Solidus Capital makes no express or implied warranties, covenants, or representations of any kind with respect to the site, any services offered thereon, site content, third-party content, or any other content. Solidus Capital expressly disclaims all warranties of any kind, express, implied, statutory or otherwise, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, about the site, the services offered thereon, the site content, third party content, and any other content, and any product or service furnished or to be furnished from or on the Site. We do not warrant: that the functions performed by the Site will be uninterrupted, timely, secure, or error-free; or that defects in the Site will be corrected; or the accuracy or completeness of third-party content or any other content; or that any errors in the site content, third party content or other content will be corrected. The Site, the services offered thereon, and the Site content and other content are provided on an “as is”, “where is”, “as available,” and “with all faults” basis. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights; you may also have other legal rights that vary from state to state.

In no event will Solidus Capital be liable for any damages whatsoever, including, but not limited to, any direct, indirect, general, special, compensatory, incidental, consequential, exemplary, or other damages arising out of (i) your conduct in connection with use of the site, the services offered thereon or this agreement (ii) inability to use the site or the services offered thereon, the site content or any other content, (iii) any transaction conducted through or facilitated by the site; (iv) any claim attributable to errors, omissions, or other inaccuracies in the site, the services, the site content and/or any other



content, (v) unauthorized access to or alteration of your information, or data, or (vi) any other matter relating to the site, the services offered thereon or any other content, even if we have been advised of the possibility of such damages. If you are dissatisfied with the site, the services, the site content, any other content, or the terms of use, your sole and exclusive remedy is to cease using the site. Some states do not allow the exclusion or limitation of liability for consequential or incidental damages; therefore, some of the above limitations may not apply to you. In such states, the site's liability is limited, and warranties are excluded to the greatest extent permitted by law but shall, in no event, exceed one hundred US dollars (US\$100.00). Notwithstanding the foregoing, federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the reader may have under federal or state securities laws. If you have a dispute with Solidus Capital, you release Solidus Capital (and its members, directors, officers, employees, contractors, consultants, and agents) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute. You agree to indemnify and hold Solidus Capital (and its members, directors, officers, employees, contractors, consultants, and agents) harmless from any claim or demand, including attorney fees, made by any third party due to or arising out of (a) your breach of this agreement, or your violation of any law or the rights of a third party (b) your use, misuse, or inability to use the site, the services, or the site content or any violation by you of this agreement. You specifically acknowledge and agree that Solidus Capital is not liable for any site user's conduct.

Twenty-Second: Miscellaneous

By using the Site, Platform or requesting or receiving Solidus Capital's Services, each of the Counterparty's declares that (i) they are empowered to accept and comply with the Terms of Use, (ii) compliance with the Terms of Use does not contravene any provision that is applicable to it, or any contract or agreement to which it is a party, (iii) it has obtained and is in force any authorization necessary to comply with the Terms of Use, (iv) it is not part of any litigation or controversy that may have adverse effects with respect to their obligations under the Terms of Use, (v) both any voluntary agreement and the Terms of Use constitute valid and enforceable obligations against them, in accordance with their terms, (vi) they are legally able to grant your consent electronically regarding these Terms of Use: and (vii) there is no law or regulation that restricts or prohibits the use of our Services in the jurisdiction, Country or State of where the Counterparty lives, is located or where the servers from which its connection originates are located.

Similarly, the Counterparty undertakes to indemnify Solidus Capital, as well as their respective officers, directors, collaborators, and employees (and keep them in peace and safe from damages, costs, expenses, or losses, including reasonable attorneys' fees) for conflicts that arise or are related to the breach by the Counterparty of any of its obligations derived from the Terms of Use or the applicable legislation.

Each Counterparty that uses the Services of Solidus Capital undertakes to indemnify and hold harmless Solidus Capital with respect to any loss or damage that affects Solidus Capital as a consequence of any fact, act, or omission of the related Counterparty with access to the Services and



it is agreed that to compensate for such damages, Solidus Capital may exercise its rights against the Counterparty in accordance with the applicable legislation, as long as the damage and/or loss is compensated.

If any provision of the Terms of Use is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

These Terms of Use and the rights and obligations provided herein may not be transferred or assigned by Counterparties in any way, but we reserve the right to assign this, transfer, or assign the information that we have collected from you on the occasion of an assignment to subsidiaries, affiliates, controllers or entities of the same business group or as a consequence of any other operation.

For the interpretation, compliance, and execution of the Terms of Use, the parties agree that the laws of the State of New York, USA, will be applicable and submit to the jurisdiction and competence of the courts in New York, USA, waiving in this act those that by operation of law, jurisdiction or residence could correspond to him, by reason of his domicile or for any other cause.

The Counterparty acknowledges that a digital version of the Terms of Use, together with the respective data chain, will be admissible as a probative instrument in judicial or administrative proceedings and that the titles of the sections of the Terms of Use are for convenience only, and do not regulate the meaning or interpretation of any provision of the Terms of Use.

For the convenience of the parties, the Terms of Use may be signed electronically or digitally; the copy owned by each of the parties, whether in electronic format, scanned, or by any digital means, will be considered an original, and the two that, as a whole, will constitute a binding agreement for both parties.

Solidus Capital may take any legal action deemed appropriate. If your violation of these Terms & Conditions causes harm to others, you agree to hold Solidus Capital harmless against any liability for that harm.

Solidus Capital reserves the right, but has no obligation, to monitor the materials posted on all areas of the Site or to limit or deny a user's access to the Site or take other appropriate action if a user violates these Terms & Conditions or engages in any activity that violates the rights of any person or entity or which Solidus Capital deems unlawful, offensive, abusive, harmful or malicious. Solidus Capital shall have the right to remove any such material that, in its sole opinion, violates or is alleged to violate the law or this agreement or which might be offensive or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State, and local law. If you become aware of misuse of our Site, please contact us at info@soliduscapital.io.

The Counterparty declares that he has read the provisions of the Terms of Use and that he understands the scope of his obligations and rights derived from them, thus assuming the



obligations that derive from his consent, not acting error of law or fact, violence, intent, bad faith, deceit, injury, disability or any other vice that could affect consent.

Twenty-Third: Contact and Support

You can contact us through the Website <https://www.soliduscapital.io> / by selecting the option "Contact us" or by email at info@soliduscapital.io