

BACKOFFICE GENERAL TERMS AND CONDITIONS

Effective date: October 1st 2022

Notice: by using the Website, registering into the SAFIR Backoffice, and acquiring any Product or Service, you as the User agree to be bound by these Backoffice General Terms and Conditions, which may be amended from time to time at the sole discretion of SAFIR. If you disagree, you must not access the Website.

The User confirms to have read, understood and accepted all the clauses contained therein, and expressly accepts, after further personal and analytical review, the following clauses:

- Clause 5: Governing Law, Arbitration, Requests and Claims.
- Clause 7: SAFIR Account.
- Clause 8: Termination of the contractual relationship.
- Clause 9: Fees, Prices, Payments and Retention.
- Clause 10: Shipment and Delivery.
- Clause 11: Defects on delivered products.
- Clause 12: Return and Warranty.
- Clause 13: Liability.
- Clause 14: Blockchain associated risks.

1. Definitions

1.1. In these Backoffice General Terms and Conditions, unless the context otherwise so requires, the following expressions have the following meanings:

- 1.1.1. "Applicable Laws" means the laws that are applicable to the Services in the relevant jurisdictions.
- 1.1.2. "**Account(s)**" means the account you created and hold with SAFIR.
- 1.1.3. "**Credentials**" means your username and passwords (including but not limited to any PIN) for your Account.
- 1.1.4. "**DAP**" Under the Delivered At Place (DAP) Incoterms rules, the Seller is responsible for delivery of the goods, ready for unloading, at the named place of destination. The seller assumes all risks involved up to unloading. Unloading is at the buyer's risk and cost. DAP rules require the Seller to clear goods for export, where applicable, without any obligation to clear the goods for import, pay import duty or carry out import customs formalities.
- 1.1.5. "**Device**" means the equipment, such as laptop, phones, tablets, or any other applicable device, on which you will use the SAFIR Account.
- 1.1.6. "**Backoffice General Terms and Conditions**" means the dedicated Terms and Conditions that apply for the provision of Services in the SAFIR Backoffice
- 1.1.7. "**Incoterm**" refers a series of pre-defined international commercial terms published by the International Chamber of Commerce relating to international commercial law.

- 1.1.8. **"In-House product"** means the Service where SAFIR, the Seller, or a third subcontracted party, houses a non-deliverable mining/hashing device that mines/mints tokens. The device will be stored at a specific, secured, purpose-built facility.
- 1.1.9. **"Intellectual Property Rights"** means copyright (including rights in computer software), patents, trademarks, trade names, service marks, logos, business names (including Internet domain names), design rights, database rights, semi-conductor topography rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)) and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not, and including applications to register, or rights to apply for registration) which may now or in the future subsist anywhere in the world.
- 1.1.10. **"Know Your Customer" or "KYC"** means the set of procedures for verifying User's identity.
- 1.1.11. **"Product/s"** means the items made available on the SAFIR Backoffice for the User to purchase from the Seller using the SAFIR Account.
- 1.1.12. **"SAFIR"** means the company operating this website: SAFIR GROUP INTERNATIONAL LTD. 102 Aarti Chambers, Mont Fleuri, Victoria, Mahe, Seychelles CRN: 234562. Each Service available on the SAFIR Backoffice might be offered by different entities.
- 1.1.13. **"Service/s"** means the resources made available to the User by SAFIR.
- 1.1.14. **"(The) SAFIR Backoffice"** means an internet portal and its Application Programming Interfaces (API), functioning as a marketplace for Users looking to check and acquire Product and Services from the Sellers.
- 1.1.15. **"Seller/s"** means the company that sells Products or Services on the SAFIR Backoffice.
- 1.1.16. **"Website/s"** means any SAFIR web-addresses or domain names that SAFIR may establish.
- 1.1.17. **"User/s"** means any person or organization that buys Products or Services from SAFIR, as well as any visitor of the Website/s.

2. Information, Eligibility and Requirements

- 2.1. Access to the SAFIR Website is free of charge. Enhanced or improved Services offered by SAFIR are charged at a premium rate. It is the User's responsibility to make the arrangements necessary in order to access the Website. SAFIR reserves the right to withdraw or amend the Website and any Service provided on the Website at its sole discretion without prior notice.
- 2.2. Using the Services and/or Website means that the User has read, understood, and accepted these Backoffice General Terms and Conditions, and agreed to the terms and notices contained and/or referenced herein at the User's sole discretion and risk.
- 2.3. To be eligible to use the Services, the User must be 18 years or older.
- 2.4. The availability of SAFIR's Website and Services may vary by country. SAFIR offers Services in compliance with the relevant local laws and regulations of the jurisdiction where it operates. SAFIR

does not operate in prohibited jurisdictions. By using SAFIR's Services, the User represents and warrants that is NOT a citizen or resident of the United States of America, Cuba, Iran, North Korea, Syria or from countries that are affected by an EU or UAE embargo, and that is NOT included in a Sanction list such as the OFAC Sanctions list. Citizens or residents of the aforementioned countries, as well as blacklisted people and entities, are not allowed to use the Services. SAFIR maintains the right to select its markets and jurisdictions to operate in, and may restrict, suspend or deny access or usage of its Services in certain countries at any time. SAFIR may amend or suspend part or the entirety of any Service or Product dependant on the changes of the laws or regulations in a relevant country, or for any reason, without prior notice or liability to the User.

- 2.5. The User hereby acknowledges and agrees to indemnify SAFIR, who is held to have no responsibility at all times, against any direct, indirect, consequential, or any damages of any kind, intentionally or unintentionally arising out of or in any way connected with the access or use of Services, including but not limited to those arising from User's personal error and/or misbehaviour.
- 2.6. Images and data of the Website and the SAFIR Backoffice are protected by copyright, and may not be used without the explicit written consent of SAFIR. The Website contains links to third-party websites, which are operated by such third parties. These links are provided purely for the User's convenience, and do not indicate any endorsement of the contents of these pages by SAFIR. SAFIR shall not be responsible for the content of any links, and also does not vouch for the content or the accuracy of the material on the third-party websites. If the User decides to access third-party websites through these links, it's at User's own discretion and risk. The content of the Website and the SAFIR Backoffice has been checked carefully. Nevertheless, SAFIR does not warrant or guarantee the accuracy, completeness and/or timeliness of the information.
- 2.7. SAFIR reserves the right at all times to update the Website/s, the SAFIR Backoffice, and the Backoffice General Terms and Conditions at its own discretion at any time without any notice to the User. YOUR USE OF THE SERVICES AND PARTICIPATION IN SAFIR'S MARKETING PROGRAM SHALL BE DEEMED AS YOUR FULL ACCEPTANCE OF ANY CHANGES THAT MAY APPLY TO THE GENERAL TERMS AND CONDITIONS.
- 2.8. If any part of the Backoffice General Terms and Conditions conflicts with any previous version(s), the updated version shall prevail.

3. Data Protection

- 3.1. As required for implementing the terms under these Backoffice General Terms and Conditions, SAFIR collects, stores and processes personal and company-related data as well as data regarding the purchases and promotional activities of the User, as allowed under the data protection legislation (the SAFIR Privacy Policy is available on the Website).
- 3.2. SAFIR uses internationally recognized security technology to protect the User's data from unauthorized access.
- 3.3. All enquiries regarding information, amendment or deletion of data may be directed through the designated channels provided by SAFIR.

4. Customer support, Helpcenter, Enquiries and Communications

- 4.1. To contact SAFIR, please use the designated channels provided by SAFIR in the SAFIR Backoffice..
- 4.2. When using SAFIR's contact tools (i.e., Helpcenter and/or Support Tickets), or when contacting SAFIR by any other means, the following rules apply, and you must not communicate, submit, or otherwise do anything that:
 - 4.2.1. is sexually explicit;
 - 4.2.2. sexualises minors in any way (including, but not limited to, child sexual abuse material);
 - 4.2.3. is obscene, deliberately offensive, hateful, or otherwise inflammatory;
 - 4.2.4. promotes violence;
 - 4.2.5. promotes, encourages, incites, or supports acts of terrorism;
 - 4.2.6. promotes or assists in any form of unlawful activity;
 - 4.2.7. defamates another person;
 - 4.2.8. bullies, insults, intimidates, or humiliates another person;
 - 4.2.9. discriminates against, or is in any way defamatory of, any person, group, or class of persons; race; nationality; gender; gender identity; sexual orientation; religious or philosophical beliefs; disability; or age;
 - 4.2.10. is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 4.2.11. is dishonest or otherwise likely to deceive;
 - 4.2.12. is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy, or otherwise uses their personal information in a way that you do not have a right to;
 - 4.2.13. misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive;
 - 4.2.14. implies any form of affiliation with SAFIR or any other party where there is none;
 - 4.2.15. infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, designs, patents, trademarks, and database rights) belonging to SAFIR, any of its Affiliates or any other party;
 - 4.2.16. is in breach of any legal duty owed to another party including, but not limited to, contractual duties and duties of confidence.
- 4.3. SAFIR monitors communications made using SAFIR's contact tools.

- 4.4. The User accepts English as the language to be used for all communication with SAFIR.
- 4.5. Any personal information sent to SAFIR (including, but not limited to, your name and contact details) will be collected, used, and held in accordance with the Backoffice General Terms and Conditions, and with SAFIR's obligations under data protection law, as set out in SAFIR's Privacy Policy.

5. Governing Law, Arbitration, Requests and Claims

- 5.1. These Backoffice General Terms and Conditions shall be governed by and construed in accordance with English law. THE APPLICATION OF THE UNITED NATIONS CONVENTION OF CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED.
- 5.2. If any dispute claim, controversy or difference between the Parties arises out of or in connection with this agreement, including any question regarding its existence, validity, interpretation or termination ("Dispute"), then the Parties will attempt to settle it by mediation in accordance with the DMCC Disputes Centre Mediation Rules ("Mediation Rules"), whose rules are deemed to be incorporated by reference into this clause. If the Dispute is not resolved within thirty (30) calendar days after a Party has made a written request for mediation ("Request") in accordance with the Mediation Rules or either Party fails to participate or ceases to participate in the mediation within thirty (30) calendar days after a Party has made a Request, then the Parties agree that the Dispute shall be finally determined by arbitration in accordance with the Arbitration Rules of the DIFC-LCIA Arbitration Centre ("Arbitration Rules"), whose rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one (1), who shall be appointed in accordance with the Arbitration Rules. The seat, or legal place of the arbitration, shall be the DIFC, Dubai, United Arab of Emirates. The arbitration proceedings and award shall be conducted and written in the English language.
- 5.3. Prior to the initiation of a formal Dispute, the Parties shall first attempt to resolve said dispute informally by submitting a Claim ("Claim/s"), as follows:
 - 5.3.1. Any Claims shall be submitted by using the SAFIR Backoffice, inside the Helpcenter, issuing a Ticket to the SAFIR Compliance Team.
 - 5.3.2. The User acknowledges and agrees that the User shall attempt, in good faith, to resolve all Disputes with a Claim, prior to submitting a Request.
 - 5.3.3. The Claim should contain information that will help SAFIR identify the user or transaction pertaining to said Claim. This could include, but is not limited to, public address, transaction ID, IP address, time & date of suspicious activity, etc.
 - 5.3.4. During the Claim process, SAFIR may require the User to provide documentation or other information such as receipts, third party evaluations, police reports, or anything else that SAFIR specifies.
 - 5.3.5. In the event that the Parties are unable to resolve the Claim within sixty (60) calendar days, counting from the date of which the Claim was submitted via the Backoffice, the User may escalate the Claim as a Dispute for resolution in accordance with Clause 5.2.

- 5.4. In case of a Dispute or Claim, the User shall not use any SAFIR support channels that are not intended for dispute resolution to submit enforcement inquiries.
- 5.5. THE USER AND SAFIR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR CLASS-WIDE ARBITRATION OR PRIVATE ATTORNEY-GENERAL ACTIONS OR ANY OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY. Unless expressly agreed by the Parties in writing with a notarised agreement, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.
- 5.6. If any of the policies, terms of conditions of these Backoffice General Terms and Conditions are deemed invalid, void, or for any reason unenforceable, that policies or conditions will be deemed severable and will not affect the validity and enforceability of any remaining policy or condition.

6. SAFIR Backoffice

- 6.1. To use some Services, the User has to register and create a User account in the SAFIR Backoffice through the Website.
- 6.2. All included content, such as text, graphics, logos, button icons, images, audio clips, digital downloads and data compilations, is proprietary content protected by Intellectual Property laws.
- 6.3. SAFIR is a platform provider of licensed Products available on the SAFIR Backoffice. The contract formed at the completion of a purchase is solely between the User and the Seller ("Seller"). For the avoidance of doubt, SAFIR only provides a platform where third-party entities can list their goods, services and other products. SAFIR intermediates in the transaction, providing security to the User and the Seller, but it shall never be understood as either the Buyer or the Seller. In addition to these Backoffice General Terms and Conditions, the User shall have other contractual relationships with different entities that offer Services on the SAFIR Backoffice.

7. SAFIR Account

- 7.1. When registering in the SAFIR Backoffice:
 - 7.1.1. Users shall fulfil all mandatory Know Your Client ("KYC") requirements and provide accurate personal information for identity verification purposes.
 - 7.1.2. Users shall accept these Terms, the Privacy Policy, and any other SAFIR Backoffice rules and instructions when they are communicated by SAFIR to the User.
- 7.2. By registering in the SAFIR Backoffice:
 - 7.2.1. Users acknowledges that they are adults as per law in their jurisdiction, and in any event not younger than 18 years old.

- 7.2.2. Users guarantee that they have full capacity and the knowledge to enter into and agree to these Backoffice General Terms and Conditions.
- 7.2.3. The User does not have any other account.
- 7.2.4. The User complies and agrees with all the Backoffice General Terms and Conditions included herein, specially Clauses 5, 7, 8, 9, 10, 11, 12, 13 and 14.
- 7.3. USERS ARE SOLELY RESPONSIBLE FOR KEEPING THEIR ACCESS AND LOGIN CREDENTIALS SAFE, INCLUDING SAFEGUARDING ANY ACCOUNTS AND/OR DEVICES LINKED TO THEIR SAFIR ACCOUNT. SAFIR SHALL NOT BE LIABLE FOR ANY LOSSES CAUSED BY UNAUTHORIZED ACCESS OR TRANSACTIONS, NOR FOR USERS' INABILITY TO RECOVER THEIR ACCOUNTS.
- 7.4. Users are encouraged to follow SAFIR's recommendations, such as activating their 2 Factor Authentication or connecting their mobile wallet for authentication purposes, to keep their Account safe.
- 7.5. SAFIR Accounts can only be used by the account holder registered in accordance with the KYC. If a User is aware of an unauthorized use of his or her Account, he or she must inform SAFIR's dedicated Account Recovery team immediately. SAFIR shall use its best endeavours to act promptly to freeze the Account, and only subject to the User successfully completing a security and identity verification process shall the User be able to re-activate the Account.
- 7.6. The User may close their Account via the SAFIR Backoffice, by using the instructions provided in the Helpcenter. Under certain circumstances (e.g., digital assets) the User shall not be able to close the Account unless they renounce to certain Services as they might be connected to a blockchain and therefore be irreversible.
- 7.7. In the event a User Account is closed, the following provisions shall apply.
- 7.8. If the Account the User wishes to close is empty or by other means inactive, or the User did not conduct any transactions using that Account, then the User may self-close the Account by using the account closing functionality available at the SAFIR Backoffice. The User acknowledges and accepts that in the event that the Account is closed, the User will have no further access to or right to request from SAFIR copies of historical data of the closed Account.
- 7.9. In the event that the User wishes to close their Account, and at that point there are In-House Products that have been acquired, then the User acknowledges and accepts that by closing that Account the User waives all legal rights to the In-House Products purchased under that Account, and all associated benefits to such In-House Products.

8. Termination of the contractual relationship

- 8.1. USERS ACKNOWLEDGE THAT SAFIR SHALL HAVE THE RIGHT WITH NO LIABILITY TO IMMEDIATELY CLOSE OR FREEZE ACCOUNTS, OR LOCK THE DIGITAL ASSETS OR FUNDS IN THE ACCOUNT AND SUSPEND ACCESS TO THE SAFIR BACKOFFICE, IF SAFIR DETECTS ANY SUSPICIOUS ACTIVITY OR VIOLATION OF THESE TERMS (e.g., providing inaccurate information when registering).

- 8.2. The aforementioned right shall also apply in the following event:
- 8.2.1. If required by a public authority.
 - 8.2.2. If required by a court order.
- 8.3. If a SAFIR account will be closed, Users will have fifteen (15) calendar days to withdraw all digital assets, unless the account has been closed due to a public authority order or court request. In this event, SAFIR will hold the assets until given further instructions from the public authority or court.
- 8.4. SAFIR SHALL NOT BE LIABLE IN WHOLE OR IN PART FOR ANY PERMANENT OR TEMPORARY SUSPENSION OR TERMINATION OF ANY ACCOUNT.

9. Fees, Prices, Payments and Retention

- 9.1. The User agrees to pay any fees determined by SAFIR that may be applicable and associated with their use of a particular Service, purchase of a Product, or a type of transaction conducted on the SAFIR Backoffice.
- 9.2. The User agrees that, in some cases, the transaction amount will also include fees, charges and value added tax (VAT) as may be applicable in the relevant jurisdiction payable on such transaction, and it is the User's responsibility prior to approving the processing of a transaction to review the final amount(s) of such transaction.
- 9.3. SAFIR reserves the right to amend or change any fee or charge applicable to the Services without prior notice to the User.
- 9.4. The User is solely responsible for keeping up to date with any changes in fees and charges. SAFIR will not be liable for any losses, costs, or any other form of damage caused by its changes to fees or charges.
- 9.5. Unless expressly stated otherwise, all prices published on the SAFIR Backoffice are exclusive of taxes of any nature. The User shall be liable to comply with their relevant local applicable tax laws and regulations when acquiring the Services. The User is solely responsible for any applicable taxes which may be payable for purchasing SAFIR's' Products or Services.
- 9.6. The User shall bear and incur all supplementary costs (e.g., DAP related costs) which are not included in the price and can also be subject to changes, errors and misprints. SAFIR reserves the right to amend or add any charges or surcharges on individual payment type.
- 9.7. SAFIR reserves the right to change the price of Services or Products sold through its platform at its sole discretion. If a Service or Product is acquired, the User shall not be affected by the increase or reduction of the price unless it was clearly mispriced. SAFIR shall bear the burden of proof if there was a mispriced Service.
- 9.8. In case of transactions involving digital currencies or tokens, the User must be the beneficial owner of the digital currency, the sending address or the destination address for each transaction. The given addresses shall not be associated with terrorism, fraud, scam or any type of illegal activity.

- 9.9. The User authorizes SAFIR to credit the payments received to their Account. The User also authorizes SAFIR to follow the payment instructions that SAFIR receives from the User. When SAFIR receives a payment instruction, the User authorizes SAFIR to debit or charge the Account on the User's behalf.
- 9.10. SAFIR shall not incur any liability if it is unable to complete any payments initiated by the User for any reason beyond SAFIR's control, including the existence of any one or more of the following circumstances:
- 9.10.1. If, through no fault of the Services, the User does not have sufficient funds to complete the payment or transaction;
- 9.10.2. The payment processing center is not working properly and the User knows or has been advised by SAFIR about the malfunction before they execute the payment;
- 9.10.3. The User has not provided SAFIR with the correct information, or information that the User provided becomes incorrect; and/or
- 9.10.4. Circumstances beyond the reasonable control of SAFIR (such as a Force Majeure event) occur, even if foreseeable or foreseen, that prevent the proper execution of the payment.
- 9.11. SAFIR rejects the right to credit funds into the User Account, or to process transfer(s) from the User Account if the information required in relation to the transaction is inaccurate or incomplete. SAFIR shall not be held liable for any loss the User may incur as a result of such rejection.
- 9.12. The User agrees to bear the risks associated with IT systems, such as the failure of hardware, software and Internet connections, or with the Blockchain Protocol, such as any malfunction, unintended function, unexpected functioning of or attack on the Blockchain protocol. The User confirms that they recognize the significant market and legal uncertainty regarding the usage of Services (e.g. transactions in Bitcoin and Cryptocurrencies) and hence shall bear all the risks, costs and consequences involved herein. SAFIR shall not be held liable for any loss the User may incur as a result of such or similar events.
- 9.13. SAFIR has the right to accept, refuse to process, to cancel or to reverse any transaction from the User at its sole discretion without being held liable to the User for any loss or damage that may be caused.

10. Shipment and Delivery

- 10.1. If applicable, SAFIR will use its reasonable efforts to ensure the shipment and delivery of the Products from the Seller to the User.
- 10.2. There is no entitlement to pick up the goods at or from any storage or SAFIR office addresses.
- 10.3. For all goods to be shipped, the User ensures that the address provided during the order or registration process is accurate and the User covers the cost and risk associated with shipping to that given address.
- 10.4. Physical products will be delivered to the delivery address specified by the User, depending on availability, and in accordance with Incoterm DAP. Furthermore:

- 10.4.1. SAFIR or the Seller shall bear any existing or future taxes, levies or duties on customs, freight or shipping imposed by country of origin.
- 10.4.2. THE USER SHALL BEAR ANY EXISTING OR FUTURE TAXES, LEVIES OR DUTIES WHETHER ON CUSTOMS, FREIGHT OR SHIPPING IMPOSED BY COUNTRY OF DESTINATION.
- 10.5. In-House products supported by a physical product will remain with the Seller, manufacturer or service provider and shall be maintained by them on behalf of the User.
- 10.6. The User shall be entitled to a replacement if the delivered good arrives damaged. The User must check the delivered goods immediately for correctness, completeness, and integrity. Damage to the delivered goods must be reported to the executing transport company, the Seller, and SAFIR as soon as possible, but no later than fourteen (14) natural days after delivery.

11. Defects on delivered products

- 11.1. The Seller shall remedy any manufacturing and material defects in the goods.
- 11.2. The Seller's liability is limited to defects which appear during the applicable warranty period, starting from the date of the delivery of the invoice.
- 11.3. In the event of damaged delivered goods, Users shall have the right to a repair or a replacement, subject to the specific terms of the purchased Services.
- 11.4. In the event of damaged delivered goods that provide a private key and/or a seed security phrase when activated, in order to get a repair or a replacement, the product shall never be activated. A penalty fee shall apply if the good has been activated. Subject to the specific terms and conditions of the product, the User shall check the specific terms and penalty fee for damaged delivered goods..

12. Returns and Warranty

- 12.1. SAFIR provides no general right of return and/or exchange. In the event of any return or exchange requests, the decision is exclusively with the Seller of the Service, in accordance with the specific terms and conditions of said Service.
- 12.2. If a return or exchange request is granted, the Seller shall request the User to send the product with all accessories in the original packaging at the User's own cost and risk back to the Seller, who will reverse the transaction after receiving the product, or will send the User a replacement product in exchange. SAFIR may or may not facilitate the transit of goods between the Buyer and the Seller, in accordance with the specific terms and conditions of the Service.
- 12.3. SAFIR is not the Seller of the products sold through its Services. While SAFIR works to ensure that the product information on its Backoffice is correct, actual product packaging and materials may

contain more and/or different information to that displayed on the SAFIR Backoffice. All details about products on the SAFIR Backoffice is provided by the Sellers for information purposes only. SAFIR recommends that the User doesn't rely solely on the information presented on the SAFIR Backoffice. SAFIR also recommends reading the labels, warnings and manuals provided for Services purchased through the SAFIR Backoffice before using them. SAFIR shall not be held responsible for any warranty claims of products sold through the SAFIR Backoffice. Any warranty claims shall be addressed with the Seller of the product.

13. Liability

- 13.1. THE USER HEREBY AGREES TO INDEMNIFY SAFIR AGAINST ANY LOSSES THAT IT MAY INCUR DURING SHIPPING OR AFTER DELIVERY OF PRODUCTS, CLAIMS FOR DAMAGES ARISING FROM THE IMPOSSIBILITY OF PERFORMANCE, FROM BREACH OF CONTRACT, FROM FAULT AT THE CONCLUSION OF THE CONTRACT AND FROM UNLAWFUL ACTS.
- 13.2. SAFIR shall not be liable to the User for any direct, indirect or consequential damage (including loss of goodwill, loss of profit, loss of any contract, loss of opportunity, loss of anticipated profits or revenue or costs of capital) resulting from User's use or misuse of the Services.
- 13.3. To the extent permitted by law, the User shall indemnify, defend, and hold SAFIR and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including, but not limited to, reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the User, arising from a breach of any warranty, representation, or obligation hereunder.
- 13.4. Force Majeure: For the purpose of this provision, Force Majeure means any event beyond the control of the parties. Such events include, but are not limited to, acts of God, fire, flood, earthquake, storm, hurricane or other natural disaster, loss of power and or telecommunications connectivity, cyberattack, pandemics, war, invasion, act of foreign enemies, hostilities regardless of whether war is declared, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, embargo or government prohibition or regulation preventing the manufacture, sale, import, export, possession or use of devices. A party is not liable to the other for failure to perform the party's obligations if such failure is as a result of Force Majeure.
- 13.5. Nothing in these Backoffice General Terms and Conditions, expressed or implied, is intended to confer upon any third-party any rights, remedies, obligations, or liabilities under or by reason of these Backoffice General Terms and Conditions.
- 13.6. SAFIR focuses on direct sale to Users and prohibits sales by professional and institutional resellers. Sales by resellers refer to the Users who resell products purchased through SAFIR Services to their direct Users under their own invoice. If SAFIR acknowledges that a User resells products purchased through the SAFIR Backoffice, SAFIR reserves the right to prohibit that User the use of the SAFIR Backoffice.
- 13.7. Marketing and promotional activities using SAFIR referral links and promotional materials are allowed and not considered to be resale.

14. Blockchain associated risks

- 14.1. Due to the irreversible nature of distributed ledger technologies and the inseparably private-key and security words of blockchain-related products and services, "blockchain tech" acquisitions are irreversible. Therefore, the User acknowledges that sales of digital assets on the SAFIR Backoffice are final and irreversible.
- 14.2. The User should be aware of the specific risks associated with digital assets and related products and services, and carefully weigh whether the risks are acceptable based on their personal preferences and financial situation.
- 14.3. When a User purchases a Service related to digital assets, the User acknowledges they are aware of the following risks:
 - 14.3.1. **Extreme Price Fluctuations:** many digital assets suffer from sudden and extreme price fluctuations and are speculative in nature, as their price is often based solely on consumer demand (i.e., there may be no asset backing the project or other tangible value). You can lose a large amount of money or even all the money you have invested. Extreme price fluctuations also make many digital assets unsuitable as a store of value or as a medium of exchange or payment.
 - 14.3.2. **Misleading Information:** some digital assets and related products are advertised to the public in an aggressive manner, using marketing material and other information that may be unclear, incomplete, inaccurate or even deliberately misleading. For example, social media advertising may be very brief and focus only on the potential gains and not on the high risks. You should also be wary of social media influencers who typically receive a financial incentive to market certain digital assets and related products and services, so their communications may be biased.
 - 14.3.3. **Lack of Protection:** most digital assets, and the sale of related products or services, are not regulated in most jurisdictions. In these cases, you will not enjoy the rights and protections available to consumers of regulated financial services, such as complaint or redress mechanisms.
 - 14.3.4. **Product Complexity:** some products offering exposure to digital assets are very complex and sometimes have features that can increase the magnitude of losses if adverse price fluctuations occur. Given their complexity, these products are not suitable for many consumers.
 - 14.3.5. **Fraud and Malicious Activity:** there are numerous fake digital assets and scams whose sole purpose is to deprive you of your money through the use of various techniques, such as phishing.
 - 14.3.6. **Market Manipulation, Lack of Price Transparency and Poor Liquidity:** the pricing of digital assets and the execution of transactions on the platforms are often not transparent. In addition, the holding of certain digital assets is highly concentrated, which may affect prices or liquidity. Therefore, you may not get a fair price or deal when buying or selling digital assets, or you may not be able to sell your digital assets as quickly as you would like in the absence of a potential buyer. Market manipulation has been reported on multiple occasions.

- 14.3.7. Cyber-Attacks, Operational Risks and Security Issues: the distributed ledger technology that underpins digital assets carries specific risks. Several digital assets issuers and service providers, in particular digital assets exchanges and e-wallet providers, have suffered cyber-attacks and serious operational problems. Many consumers have lost their digital assets or suffered losses due to such attacks and service disruptions or lost the private keys with which they access their assets.