



User Agreement, Terms of Service and Privacy Policy

Hi! Welcome to Yatripay, a digital asset platform operated by and proprietary to Yatri Gen Private Limited, a company (doing business as : YatriPay Platform or Company) having registration credentials as U72900HR2021PTC095994 in India. Please note that all references to YTP Token shall be owned by M/s Yatri Gen Private Limited. You agree and understand that by signing up to Yatripay and opening an account, you are agreeing to enter into this user agreement (the "User Agreement") by and between you and Yatri Gen Private Limited, and be legally bound by its terms and conditions, so please read them carefully.

Please also note that there may be specific terms or conditions applicable to you as a user in a given jurisdiction, as detailed herein. If any term or condition of this User Agreement is unacceptable to you, please do not visit, access, or use Yatripay. Use of the words "we," "us," or "our" in this User Agreement refers to Yatri Gen Private Limited, and any or all of its affiliates

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY CLICKING THE "CONTINUE" BUTTON OR BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE AND ALL TERMS INCORPORATED BY REFERENCE.

Master Summary of Terms of Service

This summary of our Terms of Service offers you an overview of the key terms that apply to your use of our website, transactions and other services. While we hope this summary section is helpful, you should read the **complete Terms of Service** below since they provide important information about how our services work. Please note that we refer to our online service where you can execute transactions and access our services as "**Yatripay**".

Extract from the White paper :

Before the Global Pandemic COVID-19, estimated 339 million individuals were directly or indirectly employed by the Tourism industry accounting for every 1 in 10 jobs globally as individuals, businesses and establishments have heavily invested in this sector. The industry has taken a harsh hit but is definitely meant to be back on its feet once things get back to normal. Yatripay project is committed to bring technological innovations using blockchain which would make travelling convenient and affordable for the masses.

Blockchain happens to be one of the fastest growing technologies in the world. Yatripay (YTP) is the digital currency of Yatripay Blockchain which harnesses the power of Proof of Stake consensus mechanism. We have implemented a network which is fast but secure at same time, evenly distributed but does not lack integrity and on top of that it can be scaled to measure where it can be utilized by enterprises for both payment and retail applications.

- **Eligibility and Acceptable Use**

You must meet certain **eligibility** criteria to use Yatripay. For instance, you must be an adult and there are certain locations from which you may not be able to use some or all of Yatripay. Additionally, there are certain things you cannot do when using Yatripay, such as engage in illegal activities, lie, or do anything that would cause damage to our services or systems. Please see the **acceptable use section** for more details. By signing up to Yatripay and opening an account, you represent and affirm that you are at least 18 years old as an individual, have the legal capacity to enter into this User Agreement by and between you and Yatri Gen Private Limited, and agree to be legally bound by the terms and conditions of this User Agreement in their entirety.

- **Transaction Risks and Disclaimers**

Engaging in any Token trade can be financially risky, and there can be higher financial risks if you engage in any **such transactions**, use any other sophisticated **trading options**, or trade in digital assets that are subject to volatile market price movements. Please don't use Yatripay if you do not understand these **risks** and **enter into trades only when you understand the trading option you are using, the characteristics of the digital asset you intend to trade, and the potential financial risk of loss** trading them entails.

- **Other Important Legal Terms**

There are important legal terms provided below in the complete Terms of Service, including your **indemnification responsibilities**, our **limitation of liability** and **warranty disclaimers**, and your agreement to **arbitrate** most disputes. Please take the time to read these terms carefully. You can always contact us through support if you have any questions at **Contact us** page on Yatripay.com

As used herein, “Digital Asset” means a digital asset (also called a “cryptocurrency,” “virtual currency,” “digital currency,” or “virtual commodity”), such as bitcoin or ether, which is a digital representation of value based on (or built on top of) a cryptographic protocol of a computer network. It also includes our platform's own coin that is a utility token (YTP) and is used for services within the platform to avail privileged services on the platform amongst other use cases that may accrue in future and be informed to you by way of an update to these terms.

YTP (Yatripay) is a digital asset that can be used to obtain access to the Yatripay's dedicated blockchain built on Proof of Authority consensus.

1. Complete Terms of Service

These Terms of Service and any terms expressly incorporated herein ("**Terms**") apply to your access to and use of the websites and mobile applications provided by Yatipay and its wholly owned subsidiaries, if any, (collectively, "**Yatipay**", "**we**", or "**us**"), and the trading, direct sale, staking and other services if any provided by Yatipay as described in these Terms. (collectively, our "**Services**"). Our products and services may be provided through other operating entities that are related to Yatipay other than the two entities stated above.

1. Key Definitions

Capitalized terms not otherwise defined in these Terms will have the following meaning:

1. "**External Account**" means any Financial Account or Digital Asset Account: (i) from which you may load Funds (fiat (if applicable) or non fiat) into your Yatipay Account, and (ii) to which you may transfer Funds from your Yatipay Account if allowed.
2. "**Financial Account**" means any financial account of which you are the beneficial owner that is maintained by a third party outside of the Services, including, but not limited to third-party

payment service accounts or accounts maintained by third party financial institutions.

3. "**Funds**" means Digital Asset and/or Legal Tender.
4. "**Legal Tender**" means any national currency, such as INR or USD, that may be used when such a feature goes live, in connection with a purchase or sale of Digital Assets via the Services, and does not include any Digital Asset.
5. "**Yatripay Account**" means a user account accessible via the Services where Funds may be stored by Yatripay on behalf of a user on its platform under the dashboard of the user.
6. "**Digital Asset**" means bitcoins, ripples and other digital assets like YTP that may be purchased and used on the platform via the Services.
7. "**Digital Asset Account**" means any Digital Asset address or account owned, controlled or operated by you that is maintained outside of the Services, and is not owned, controlled or operated by Yatripay.

2. Eligibility

Yatripay may not make the Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services from certain foreign jurisdictions ("Restricted Locations"). If you are registering to use the Services on behalf of a legal entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf. You further represent and warrant that you: (a) are of legal age to form a binding contract (at least 18 years old in India); (b) have not previously been suspended or removed from using our Services; (c) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party; (d) are not located in, under the control of, or a national or resident of (i) any Restricted Locations, or (ii) any country to which Indian has embargoed goods or services; (e) are not identified as a "Specially Designated National;" (f) are not placed on the Interpol's Denied Persons List; and (g) will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with these Terms.

Yatripay may condition your access or continued access to certain Services (or features of those Services), such as by imposing eligibility requirements. Yatripay will keep you informed of these on its website. Yatripay may require, on an ongoing basis, that you demonstrate to us that you continue to meet these requirements. Yatripay's decisions with respect to eligibility are final.

3. Yatripay Account limitations per person

1. Number of Yatripay Accounts. Yatripay may, in its sole discretion, limit the number of Yatripay Accounts that you may hold, maintain or acquire.

2. Yatipay Account information and security. In order to engage in any trades via the Services, you must create a Yatipay Account and provide any requested information. When you create a Yatipay Account, you agree to: (a) create a strong password that you do not use for any other website or online service; (b) provide accurate and truthful information; (c) maintain and promptly update your Yatipay Account information; (d) maintain the security of your Yatipay Account by protecting your password and restricting access to your Yatipay Account; (e) promptly notify us if you discover or otherwise suspect any security breaches related to your Yatipay Account; and (f) take responsibility for all activities that occur under your Yatipay Account and accept all risks of any authorized or unauthorized access to your Yatipay Account, to the maximum extent permitted by law.

4. Privacy Notice

Please refer to our Privacy Notice for information about how we collect, use and share your information.

5. General Obligations

General Obligations applies to: (i) all transactions completed via the Services, (ii) your purchase and/or utilisation of Digital Assets directly from Yatipay via the Services, and (iii) any transaction in which you load Funds into your Yatipay Account from your External Account.

1. **Conditions and Restrictions.** We may, at any time and in our sole discretion, refuse any trade submitted via the Services, impose limits on the trade amount permitted via the Services or impose any other conditions or restrictions upon your use of the Services for funding your Yatipay Account or for trading without prior notice to safeguard the interest of the platform and for fair transaction policies.

2. **Accuracy of Information.** You must provide any information required when creating a Yatipay Account or when prompted by any screen displayed within the Services. You represent and warrant that any information you provide via the Services is accurate and complete.
3. **Cancellations.** You may only cancel an order initiated via the Services if such cancellation occurs before Yatipay executes the transaction. Once your order has been executed, you may not change, withdraw or cancel your authorization for Yatipay to complete such a transaction. If an order has been partially completed, you may cancel the unfilled remainder if validated by Yatipay. We reserve the right to refuse any cancellation request associated with an order once you have submitted such an order. Normally all orders and transactions are irreversible once initiated. While we may, at our sole discretion, reverse a transaction, if legally possible, under certain extraordinary conditions, a customer does not have a right to a reversal of a transaction.
4. **Insufficient Funds.** If you have an insufficient amount of Funds in your Yatipay Account to complete a transaction via the Services, we may cancel the entire transaction or may fulfill a partial transaction using the amount of Funds currently available in your Yatipay Account, less any fees owed to Yatipay in connection with our execution of the trade.
5. **Taxes.** It is your complete responsibility to determine what, if any, taxes apply to the transactions you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that Yatipay is not responsible for determining whether taxes apply to your transactions or for collecting, reporting, withholding or remitting any taxes arising from any transactions.

6. Yatipay Account Funds

1. **Funding your Yatipay Account.** In order to complete a transaction via the Services, you must first load Funds to your Yatipay Account using one of the approved External Accounts identified via the Services. You may be required to verify that you control the External Account that you use to load Funds to your Yatipay Account. As further described herein, you may be charged fees by the External Account you use to fund your Yatipay Account. Yatipay is not responsible for any External Account fees or for the management and security of any External Account. You are solely responsible for your use of any External Account, and you agree to comply with all terms and conditions applicable to any External Account. The timing associated with a load transaction will depend in part upon the performance of third parties responsible for maintaining the applicable External Account, and Yatipay makes no guarantee regarding the amount of time it may take to load Funds into your Yatipay Account.

About Funds Held In Your Yatipay Account - Be advised that funds held in your Yatipay account are exclusively for the purchase of Digital Assets (YTP). These funds may be utilised for the purposes of availing premium services on the platform. Note that Yatipay shall not pay interest on the balances held however if a staking policy is approved and informed to you then the same shall be applicable.

Digital Assets Only Accounts - Currently you have opened a Yatipay Account designated as Digital Assets Only and does not involve fiat, in this case you may only fund your account with digital assets. Yatipay will not accept fiat to fund a Digital Assets Only Account. If fiat is transmitted to fund such an account, it will be returned to the sender, less applicable transfer fees.

2. **Transferring Funds to an External Account.** Provided that the balance of Funds in your Yatipay Account is greater than any minimum balance requirements if any needed to satisfy any of your open transactions, and subject to the restrictions set forth herein, you may transfer any amount of Funds, up to the

total amount of Funds in your Yatipay Account in excess of such minimum balance requirements, from your Yatipay Account to an External Account, less any fees charged by Yatipay for such transactions when the external withdrawal feature becomes applicable on the platform. In ordinary circumstances you hold the funds in the Yatipay fund account for the purposes of availing of the services and not for any other purpose and the same shall be exclusively utilised for the same purpose only.

3. **Load/Transfer Authorization.** When you request that we load Funds into your Yatipay Account from your External Account or request that we transfer Funds to your External Account from your Yatipay Account, you authorize Yatipay to execute such transactions via its allowed Services.
4. **Rejected Transactions.** In some cases, the External Account may reject your Funds or may otherwise be unavailable to receive your Funds. You agree that you will not hold Yatipay liable whatsoever for any damages resulting from such rejected transactions.

6. Services to transact Digital Assets

This Section applies only when you use the Services to transact in Digital Assets (YTP) for Legal Tender, when applicable, currently not applicable or vice versa, OR to trade Digital Assets (YTP) for another form of Digital Assets.

1. **Authorization.** When you submit a new transaction via the Services, you authorize Yatipay to execute a transaction for offering you premium features of the Platform.
2. **Independent relationship.** You acknowledge and agree that: (a) Yatipay is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity, and (b) no communication

or information provided to you by Yatipay shall be considered or construed as legal advice. You are transacting YTP as per your own will.

3. Trade confirmation. Once the Services execute your transaction, a confirmation will be electronically made available via the Services detailing the particulars of the transaction. You acknowledge and agree that the failure of the Services to provide such confirmation shall not prejudice or invalidate the terms of such transaction of accepting the YTP against the payment made by you to avail it and thereby use the premium services on our platform.
4. Trade options. Please refer to the Transaction Guidelines stated in the website and / or in Terms, for information about the terminology used in connection with the transaction options made available via the Services. If you do not understand the meaning of any transaction or digital asset jargon, we strongly encourage you not to utilize any of those transaction options and refrain from using our service.
5. YTP transaction rates. If you select a transaction to buy or avail YTP, Yatipay will attempt, on a commercially reasonable basis, to execute the transaction on or close to the prevailing market exchange rate when the tokens get listed on an external exchange when applicable, as defined via the Services. However prior to that the YTP price shall be available as per the YTP platform and is a closed ended rate to be used within the platform only. You acknowledge and agree that the transaction rate information made available via our Services may differ from prevailing external market rates if any, made available via other sources outside of the Services.
6. Market volatility (applicable only post listing of YTP). Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any Digital Assets or Legal Tender, the actual market rate at which a market order or trade is executed may be different from the prevailing rate indicated via the Services at the time of your order or transaction. You understand that we are not liable for any such price fluctuations. In the event of a market disruption or Force Majeure event, Yatipay may do one or more of the following: (a)

suspend access to the Services; or (b) prevent you from completing any actions via the Service. Following any such event, when transaction resumes, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event.

7. Transaction Settlement. Subject to the terms and conditions in these Terms, we will use commercially reasonable efforts to settle transactions on a spot basis. However, owing to challenges of blockchain emerging technology and other out of control situations we may make reasonable efforts to ensure the validation of transactions however subject to limitations of blockchain and distributed ledger technology network congestion.

8. Staking and other benefit Transactions. (not yet live but may be made live in future)

1. In accordance with and subject to conditions herein, as part of the Services you may in future receive from Yatipay extensions of staking rewards in the form of Digital Assets (“staking and other benefit transactions”) to avail premium and exclusive features of YTP platform for Digital Assets (YTP) on the Yatipay platform.
2. You acknowledge, represent, warrant and agree that, prior to receiving an extension of such rewards from Yatipay, you will have read our **Staking Rewards Statement** when applicable mentioned in the website and general terms herein, understand the risks involved with staking rewards transactions, and have determined that purchasing and earning of Digital Assets with the use of staking rewards is appropriate for you.
3. Staking Rewards and other benefit on the Yatipay platform are made available under the following terms:
 1. *Staking Credits.* Yatipay agrees to establish for your benefit and in your name a scheme for you to receive Digital Assets from Yatipay to make transactions through your Yatipay Account (your “Margin Account”). Your staking rewards credit is a component of your Yatipay Account.

2. Staking Rewards and Transactions.

1. Subject to the Terms, Yatipay agrees to provide to you, and you may obtain from and return to Yatipay from time to time, staking credits to support YTP transactions (each such provision of Funds, a “staking reward”). No staking reward will occur unless you meet or exceed any minimum balance requirements imposed by Yatipay for your Account. Moreover, notwithstanding anything to the contrary herein, Yatipay is under no obligation to make any staking rewards to you and may decline a request to claim staking rewards in its sole discretion.
2. When you use staking rewards and other benefits to effectuate a transaction, you may be entering into a Digital Asset (YTP) purchase transaction with one or more third-party trader(s) on the Yatipay platform (each a “Counterparty”). For example, you might use the staking rewards from Yatipay to buy more tokens from a Counterparty. In executing such transactions, Yatipay facilitates the transfer of ownership of the applicable Funds from the Counterparty to you (such Funds -- e.g., the YTP in the preceding example -- “Received Assets”) by registering you as the owner of the Received Assets on Yatipay’s internal blockchain based book-entry system.
3. If you are not (or are no longer) eligible to receive staking rewards, each of your then-existing staking rewards will become due and must be terminated:
(i) on or before the 30th day after such credit benefit was made; or (ii) immediately upon loss of eligibility if such Staking reward was made earlier than 30 days prior to the date on which you were no longer eligible.

3. Received YTP Assets. All Received Assets are custodial assets held by Yatipay for your benefit, as described in further detail below:

1. **Ownership.** Title to Received Assets shall at all times remain with you and shall not transfer to Yatipay, except as provided herein. As the owner of the Received Assets in your Yatipay Account, you bear all risk of loss of such Received Assets. None of the Received Assets in your Yatipay Account are the property of Yatipay. Yatipay does not represent or treat Received Assets in your Yatipay Account as belonging to Yatipay. Except as required by a valid court order, or except as provided herein, Yatipay will not sell, transfer, loan, hypothecate or otherwise alienate Received Assets in your Yatipay Account unless instructed by you or as otherwise authorized by these Terms. For the avoidance of doubt, Yatipay makes no warranty that Digital Assets in your Yatipay Account (including Received Assets) are held by you free and clear of any security interest or other lien or encumbrance.
2. **Control.** You control the Received Assets held in your Yatipay Account. At any time, subject to outages, downtime, and other applicable policies and the restrictions described herein, you may withdraw your Received Assets by transferring them to an External Account when such feature is live. Ordinarily it shall be used for availing premium features on the platform and for no other purpose.

4. *Terminating staking rewards Extensions.* To terminate a staking rewards, you must transfer sufficient Funds from your Yatipay Account to Yatipay through the Services. The Funds you use to terminate a staking rewards must be the same asset type as the denomination of the staking rewards (for example, you must terminate a YTP-denominated staking rewards by transferring YTP from your Yatipay Account to Yatipay through the Services). You may terminate a staking rewards by

either: (i) directing immediately available Funds in your Yatipay Account to Yatipay by availment of any premium service; or (ii) selling requisite Collateral Assets (as defined below) if any, or other assets in your Yatipay Account on the Yatipay platform and applying the proceeds to the termination of the corresponding staking rewards. Prior to satisfying the corresponding staking rewards pursuant to the preceding sentence, Received Assets and requisite Collateral Assets may not be otherwise transferred to an External Account or traded on the Yatipay platform.

5. Restrictions on your Yatipay Account subject to satisfaction of your staking rewards obligations.

1. You agree to maintain in your Yatipay Account, at all times during the term of a staking rewards, a specified minimum amount of Funds approved by Yatipay to qualify as collateral ("Collateral Assets"). This minimum amount of Collateral Assets (the "Maintenance Requirement"). This minimum amount of Collateral Assets (the "Maintenance Requirement") will be defined through the Services and you will be notified of any changes to the Maintenance Requirement prior to those changes taking effect. Such notice shall indicate the effective date for those changes.
2. A list of assets approved by Yatipay to be eligible as Collateral Assets will be defined through the Services and certain Digital Assets may only be valued as collateral on a discounted basis. Currently only YTP is approved. You will be notified of any changes to the list of eligible Collateral Assets or discounts applied to the valuation thereof prior to those changes taking effect. Such notice shall indicate the effective date for those changes.

3. For purposes of calculating your compliance with the Maintenance Requirement, Yatipay will calculate (subject to any discounts) the market value of Collateral Assets on a continuous basis based on the prevailing value of each Digital Asset on one or more Digital Asset exchanges, including those operated by Yatipay if any. Yatipay has discretion to select Digital Asset exchanges for purposes of calculating this market value that Yatipay, in its reasonable judgment, believes offers a reasonable valuation of a Digital Asset.
4. You hereby authorize and instruct Yatipay, in the event the value of your Collateral Assets falls below the Maintenance Requirement, to, without further notice to you: (a) place a market order on the Yatipay platform, on your behalf, to sell your Received Assets and apply the proceeds towards terminating your staking reward Extension(s); and/or (b) liquidate such other Funds in your account in the manner and amount practicable, in Yatipay's reasonable discretion, to terminate the staking rewards either in full, or in an amount sufficient, in Yatipay's reasonable discretion, to restore the value of your Collateral Assets to an amount equal to or exceeding the Maintenance Requirement.

6. Staking Reward Period. Is the period when the staking rewards are earned on eligibility. However, we may, in our sole discretion, modify any or all existing and/or future Staking Reward Periods (i) in accordance with any information we make available on our website or provide to you in any other manner, or (ii) otherwise in connection with our exercise of any of our rights and obligations under these Terms. You hereby authorize and instruct Yatipay, for (a) place a transaction on the Yatipay platform, on your behalf, to sell your Received Assets and apply

the proceeds to the staking rewards credit on your standing instructions; and/or (b) liquidate such other Funds in your account, in the manner and amount practicable, in Yatipay's reasonable discretion, to terminate the staking rewards holding collateral asset.

7. Payment of Fees; Default.

1. Fees charged on and in connection with any staking rewards shall be at the applicable rates and methods of computation specified in the **Fee Schedule** (the "Staking Fees"). If at any time and for any reason, the staking Fees on any staking reward credits made under these Terms exceeds the maximum rates permitted to be charged by Yatipay to you under applicable law, the parties hereto agree that the staking Fees shall be reduced automatically to the maximum rates permitted to be charged under applicable law.
2. Upon your failure to satisfy the Maintenance Requirement, to make any payment of fees, including staking Fees, when due or to terminate a staking reward when required, or upon otherwise materially breaching this clause, your staking rewards shall be immediately due and must be terminated (and any accrued and unpaid fees thereon and any fees and costs of collection must be paid) and, to the extent permitted by applicable law and in addition to any other remedies available to it, Yatipay, in its sole discretion, may apply the proceeds from the sale of any Digital Assets in your Account, whether such Digital Assets are considered Collateral Assets as defined in the Terms or not, first to the payment of any outstanding fees, commissions, charges or other expenses then due to Yatipay, and then to the termination of your staking rewards. If your Yatipay Account balance becomes negative in any case whatsoever, you agree to pay the amount of Funds owed to Yatipay within 24 hours.

8. Discontinuance of staking rewards Services. In exercising its rights mentioned herein after, Yatipay may, irrespective of any staking rewards credit Period for any outstanding staking rewards, cease making available credit Extensions for certain Digital Assets (YTP) for any or all users. You hereby authorize and instruct Yatipay, without notice to you, as of the date that Yatipay elects, to: (a) liquidate your Received Assets, in the manner practicable, in Yatipay's reasonable discretion, and apply the proceeds to the termination of the staking rewards; and/or (b) liquidate such other Funds in your account, in the manner and amount practicable, in Yatipay's reasonable discretion, to terminate the staking rewards credits in full.

8. Risk Disclosure

1. **Transaction risks.** You acknowledge and agree that you shall access and use the Services at your own risk. The risk of loss in transacting Digital Asset (YTP) can be substantial. You should, therefore, carefully consider whether such transacting is suitable for you in light of your circumstances and financial resources. You should be aware of the following points:
 1. You may sustain a total loss of the Funds in your Yatipay Account, and, in some cases, you may incur losses beyond such Funds.
 2. Under certain market conditions, when YTP shall be listed, you may find it difficult or impossible to liquidate a position. This can occur, for example, when the market reaches a daily price fluctuation limit or there is insufficient liquidity in the market.
 3. One listed, Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders.
 4. All Digital Asset positions involve risk, including a risk to non utilise the YTP token for the intended purpose on the Yatipay platform.

5. The use of leverage can work against you as well as for you and can lead to large losses as well as gains. YTP is in no way an assurance for the promised service though adequate safeguards for quality of service shall be put in place however the digital asset industry is highly volatile and you enter in such transactions at your own risk and for your own risk or rewards with no liability towards Yatipay.

ALL OF THE POINTS NOTED ABOVE APPLY TO ALL DIGITAL ASSET TRANSACTIONS. THIS BRIEF STATEMENT CANNOT, OF COURSE, DISCLOSE ALL THE RISKS AND OTHER ASPECTS ASSOCIATED WITH THESE TRANSACTIONS.

2. **Internet transmission risks.** You acknowledge that there are risks associated with utilizing an Internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that Yatipay shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when trading via the Services, however caused.

9. Digital Asset Terms of Sale This Section applies only when you use the Services to purchase or utilise Digital Assets (YTP) directly from Yatipay, a service available in limited jurisdictions only.

1. **Prices; Availability.** All YTP prices reflect the rates applicable to the purchase or utilisation of Digital Assets alternative form of Digital Assets identified in your purchase order. All Digital Asset sales and purchases by Yatipay are subject to availability, and we reserve the right to discontinue the sale and purchase of Digital Assets without notice.
2. **Quotes.** Prior to completing your purchase of Digital Assets (YTP) from Yatipay, we will provide notice of the amount of Digital Assets you intend to purchase or utilise and the amount of Funds you will be required to pay to Yatipay to receive such Digital Assets. You agree to comply with any terms and conditions provided within such notice to complete your purchase transaction.

3. **Errors.** In the event of an error, whether via our Services, in a purchase order confirmation, in processing your purchase, or otherwise, we reserve the right to correct such error and revise your purchase transaction accordingly (including charging the correct price) or to cancel the purchase and refund any amount received. Your sole remedy in the event of an error is to cancel your purchase order transaction and obtain a refund of any amount charged if applicable.
4. **Payment Method.** Only valid payment methods specified by us may be used to purchase Digital Assets. By placing an order to purchase Digital Assets from Yatipay, you represent and warrant that (a) you are authorized to use the designated payment method and (b) you authorize us, or our payment processor, to charge your designated payment method. If the payment method you designate cannot be verified, is invalid or is otherwise not acceptable, your purchase order may be suspended or cancelled automatically. You agree to resolve any problems we encounter in order to proceed with your purchase order.
5. **No Returns or Refunds.** All sales and purchases of Digital Assets (YTP) by Yatipay via the Services are final. We do not accept any returns or provide refunds for your purchase of Digital Assets from Yatipay, except as otherwise provided in these Terms.

10. Fees

1. **Amount of Fees.** In addition to the fees specified in clause 7 above, you agree to pay Yatipay the transaction fees for trades completed via our Services ("**Fees**") as made available via the **Fees Info ("Fee Schedule")** on website, which we may change from time to time. Changes to the Fee Schedule are effective as of the effective date indicated in the posting of the revised Fee Schedule to the Services, and will apply prospectively to any trades that take place following the effective date of such revised Fee Schedule.
2. **Third-Party Fees.** In addition to the Fees, your External Account may impose fees in connection with your use of your designated External Account via the Services. Any fees imposed by your External Account

provider will not be reflected on the transaction screens containing information regarding applicable Fees. **You are solely responsible for paying any fees imposed by an External Account provider.**

3. **Payment of Fees.** You authorize us, or our designated payment processor, to charge or deduct your Yatripay Account Funds for any applicable Fees owed in connection with trades you complete via the Services.
4. **Collection-Related Costs.** If you fail to pay Fees or any other amounts owed to Yatripay under these Terms and Yatripay refers your account(s) to a third party for collection, then Yatripay will charge you the lesser of an 18% collection fee or the maximum percentage permitted by applicable law, to cover Yatripay's collection-related costs.

11. Electronic Notices

1. **Consent to Electronic Delivery.** You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "Communications") that Yatripay provides in connection with your Yatripay Account and/or use of the Yatripay Services. You agree that Yatripay may provide these Communications to you by posting them via the Services, by emailing them to you at the email address you provide, and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's normal messaging, data and other rates and fees may apply to any mobile Communications. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may also contact us through email support to request additional electronic copies of Communications or, for a fee, paper copies of Communications (as described below).
2. **Hardware and Software Requirements.** In order to access and retain electronic Communications, you will need a computer with an Internet connection that has a current web browser with cookies enabled and 128-bit encryption. You will also need to have a valid email

address on file with Yatripay and have sufficient storage space to save past Communications or an installed printer to print them.

3. **Withdrawal of Consent.** You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support. If you decline or withdraw consent to receive electronic Communications, Yatripay may suspend or terminate your use of the Services. Unsubscribe requests submitted on general email may take up to 10 business days to process.
4. **Requesting Paper Copies.** If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 30 days after the date we provided the Communication to you by contacting support. In order for us to send paper copies to you, you must have a current street address on file with Yatripay. Please note that Yatripay operates exclusively online and it is very burdensome for us to produce paper copies of Communications. Therefore, if you request paper copies, you understand and agree that Yatripay may charge you a processing fee, in the amount described in the Fee Schedule, for each page of Communication requested.
5. **Updating Contact Information.** It is your responsibility to keep your email address and/or mobile phone number on file with Yatripay up to date so that Yatripay can communicate with you electronically. You understand and agree that if Yatripay sends you an electronic Communication but you do not receive it because your email address or mobile phone number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Yatripay will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add Yatripay to your email address book so that you will be able to receive the Communications we send to you. You can update your email address, mobile phone number or street address at any time by logging into your Yatripay Account or by sending such

information to support. If your email address or mobile phone number becomes invalid such that electronic Communications sent to you by Yatripay are returned, Yatripay may deem your account to be inactive, and you may not be able to complete any transaction via our Services until we receive a valid, working email address or mobile phone number from you.

12. Unclaimed Property If for any reason Yatripay is holding Funds in your Yatripay Account on your behalf, and Yatripay is unable to return your Funds to your designated External Account after a period of inactivity, then Yatripay may report and remit such Funds in accordance with applicable state unclaimed property laws.

13. Acceptable Use When accessing or using the Services, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not:

Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;

1. Use our Services to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or other illegal activities;
2. Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
3. Use or attempt to use another user's account without authorization;
4. Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;
5. Develop any third-party applications that interact with our Services without our prior written consent;

6. Provide false, inaccurate, or misleading information; and
7. Encourage or induce any third party to engage in any of the activities prohibited under this Section.

14. Feedback We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials regarding Yatripay or our Services that you provide, whether by email, posting through our Services or otherwise ("Feedback"). Any Feedback you submit is non-confidential and shall become the sole property of Yatripay. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but we may have already had the same or a similar idea and we do not want disputes. We also have the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in this section.

15. Copyrights and Other Intellectual Property Rights Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on our website or provided in connection with the Services, including, without limitation, the Yatripay or Yatripay logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "**Yatripay Materials**") are the proprietary property of Yatripay or our licensors or suppliers and are protected by India and international copyright laws and other intellectual property rights laws.

We hereby grant you a limited, nonexclusive and non-sublicensable license to access and use the Yatripay Materials for your personal or internal business use. Such license is subject to these Terms and does not permit (a) any resale of the Yatripay Materials; (b) the distribution, public performance or public display of any Yatripay Materials; (c) modifying or otherwise making any derivative uses of the Yatripay Materials, or

any portion thereof; or (d) any use of the Yatripay Materials other than for their intended purposes. The license granted under this Section will automatically terminate if we suspend or terminate your access to the Services.

16. Trademarks "Yatripay," the Yatripay logo and any other Yatripay product or service names, logos or slogans that may appear on our Services are trademarks of Yatripay, in India and in other countries, and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any trademark, product or service name of Yatripay without our prior written permission, including without limitation any metatags or other "hidden text" utilizing any trademark, product or service name of Yatripay. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Yatripay and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned through our Services are the property of their respective owners. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

17. Third-Party Content In using our Services, you may view content provided by third parties, including links to web pages of such parties, including but not limited to Facebook and Twitter links ("Third-Party Content"). We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

18. Suspension; Termination In the event of any Force Majeure Event, breach of these Terms, or any other event that would make provision of the Services commercially unreasonable for Yatipay, we may, in our discretion and without liability to you, with or without prior notice, suspend your access to all or a portion of our Services. We may terminate your access to the Services in our sole discretion, immediately and without prior notice, and delete or deactivate your Yatipay Account and all related information and files in such account without liability to you, including, for instance, in the event that you breach any term of these Terms. In the event of termination, Yatipay will attempt to return any Funds stored in your Yatipay Account not otherwise owed to Yatipay, unless Yatipay believes you have committed fraud, negligence or other misconduct.

19. Discontinuance of Services We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

20. Disclaimer of Warranties EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY US, OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO OUR SERVICES, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN.

YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS INCLUDING THIRD PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED

MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES.

Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

21. Limitation of Liability

(a) EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL Yatripay, OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR SERVICES OR THE Yatripay MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM Yatripay, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO Yatripay'S RECORDS, PROGRAMS OR SERVICES.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF Yatripay (INCLUDING OUR DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, Yatripay OR TO THESE TERMS EXCEED THE FEES PAID BY YOU TO Yatripay DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY.

22. Indemnity You agree to defend, indemnify and hold harmless Yatripay (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out of or relating to (a) your use of, or conduct in connection with, our Services; (b) any Feedback you provide; (c) your violation of these Terms; or (d) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

23. Applicable Law; Arbitration PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

You and Yatripay agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT. You and Yatripay agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to Yatripay shall be sent to Ankur.Chaturvedi@yatripay.com. You and Yatripay further agree: (a) to attempt informal resolution prior to any demand for arbitration; (b) that any arbitration will occur in India; (c) that arbitration will be conducted confidentially by a single

arbitrator in accordance with the rules of Arbitration Conciliation Act of India; and (d) that the state or federal courts in India have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Terms and the laws of India and applicable Indian law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, you and Yatipay will not commence against the other a class action, class arbitration or representative action or proceeding.

24. Miscellaneous

1. **Entire Agreement; Order of Precedence.** These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with Yatipay for the Services or for any other Yatipay product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with Yatipay, the terms of that other agreement will control only if these Terms are specifically identified and declared to be overridden by such other agreement.
2. **Amendment.** We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion, by posting the amended Terms via the applicable Yatipay websites and mobile applications or by communicating these changes through any written or other contact method we have established with you and updating the "Last Updated" date at the top of these Terms. The amended Terms will be effective immediately thereafter and your use of the Services following the date on which such amended Terms are published will constitute consent to such amendments.
3. **Waiver.** Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

4. **Severability.** The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.
5. **Force Majeure Events.** Yatripay shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from any event beyond Yatripay's reasonable control, including but not limited to flood, extraordinary weather conditions, Covid19, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond Yatripay's reasonable control (each, a "Force Majeure Event").
6. **Assignment.** You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from Yatripay, including by operation of law or in connection with any change of control. Yatripay may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.
7. **Headings.** Headings of sections are for convenience only and shall not be used to limit or construe such sections.
8. **Survival.** Clauses - (Eligibility), (Yatripay Account), (Risk Disclosure), (Fees), (Unclaimed Property), (Feedback), (Copyrights), (Trademarks), (Third-Party Content), (Disclaimer of Warranties), (Limitation of Liability); (Indemnity), (Applicable Law; Arbitration) and this clause (Miscellaneous) shall survive any termination or expiration of these Terms.

25. Jurisdiction-specific Legal Disclosures

Yatripay maintains licences and registrations in certain jurisdictions to provide you our Services. These licences or registrations may impact our provision and your use of our services depending on where you live or are domiciled. Information regarding certain of Yatripay's licences and registrations, or lack thereof, and corresponding disclosures can be found on the **Yatripay website pages**, which is incorporated into these Terms by reference. By creating a Yatripay account, you acknowledge that you have read, understand and agree to those disclosures that are applicable to you.

Disclosure Statement

We are furnishing this document to you to provide some basic facts about purchasing digital assets and to alert you to the risks involved with trading digital assets. Before trading assets, you should carefully review this disclosure statement. Please contact us through support regarding any questions or concerns you may have with your margin accounts.

When you purchase new digital assets (YTP) for existing digital asset or vice versa, you may pay in full with your own funds or by posting assets in your account as collateral, with funds (stakes) provided by Yatipay to you. If the collateral supporting your transaction declines in value by an amount specified by Yatipay, you authorize Yatipay to issue a margin call and/or sell assets in your account, in order to maintain equity in the account that meets or exceeds the minimum margin requirement.

It is important that you fully understand the unique risks involved in transacting in digital assets before determining whether such trading is appropriate for you. These risks include the following:

- **Using YTP to support spot transactions poses a high degree of financial risk and is not suitable for everyone.** The use of leverage can work against you as well as for you and can lead to large losses as well as gains. You should examine your financial objectives, financial resources and risk tolerance to determine whether receiving YTP against the assets in your Yatipay Account is appropriate for you.

- **You can rapidly lose all of the funds you deposit for trading and may lose more funds than you deposit in your Yatipay account.** The prices of digital assets are highly volatile and a decline in the value of assets that are purchased or sold may require you to provide additional funds to us, on short notice or with no notice, to avoid the automatic liquidation of assets in your account(s).
- **You authorize us to sell assets in your account without further notice to you.** If the equity in your account falls below our margin requirements to offer you YTP, you authorize Yatipay to sell assets in your account to cover the deficiency. You will be responsible for any shortfall in the account after such a sale. As Digital Asset markets, applicable when YTP is listed, are open 24 hours a day, 7 days a week, calls and liquidations may occur at any time, including outside of normal business hours.
- **You authorize us to sell your assets without contacting you.** Do not mistakenly believe that we must contact you for a transaction call to be valid, and that we may not liquidate assets in your account unless we have contacted you first. This is not the case. We will attempt to notify you of transaction calls, but we are not required to do so specifically other than what is shown to you on screen during the transaction of YTP. Moreover, even if we have contacted you and provided a specific date by which you must meet a transaction balance, we may still immediately sell assets in your account without notice to you and without waiting for the specific date to meet a requirement.
- **We can increase maintenance requirements with advance notice.** The maintenance requirements may result in the issuance of a maintenance call. Your failure to satisfy the call may cause us to liquidate or sell assets in your account(s). We are not responsible for delays in the release of funds intended to satisfy the call, including but not limited to internal holds on funds exceeding verification limits, delays in the transfer of funds from external accounts maintained by third-party financial institutions, and failure of proper routing of funds through financial networks. The funds will not count towards meeting the maintenance requirements until the funds are released.

These are most applicable in case of staking rewards and locking of funds during the staking period or during the period the offer of premium services under the YTP platform are offered against utilising YTP tokens.

ADDENDUM: STANDARD THIRD PARTY TERMS

Electronic Fund Transfers ("EFTs") and Account Balances. By creating a Yatipay Account and initiating deposits or withdrawals (i.e., EFTs), you agree to the terms of service and privacy policy of our third party providers, if any, whose terms may be incorporated herein by reference. Terms not defined in this section shall be defined in third party providers, if any, own's website on redirect or upon using of third party service.

Our Company may partner with third party or other service providers or a financial services software company, to offer you EFTs. When you create a Yatipay Account, you may also be prompted to sign up for such a User Account if any. You authorize our Company to share your identity and banking information with such third parties to open and support your Yatipay Account as further detailed in our Privacy Policy and third party's Privacy Policy. It is your responsibility to make sure the data you provide us is accurate and complete. Additionally, you are responsible for complying with such third party terms when using your User Account. IT IS YOUR RESPONSIBILITY TO READ AND UNDERSTAND THE THIRD PARTY TERMS, AS IT CONTAINS TERMS AND CONDITIONS RELATING TO YOUR ETF USER ACCOUNT, INCLUDING BUT NOT LIMITED TO

YOUR RIGHTS, LIMITATIONS, REVERSAL AND OTHER LIABILITIES, LIMITATION OF LIABILITY AND BINDING ARBITRATION PROVISIONS.

ADDENDUM: Staking Services ("Staking Addendum")

1.1. General. The Staking Services may be made available by Yatipay to users that fulfill the eligibility criteria in the Terms of Service. By using the Staking Services, you agree that you have read, understand, and accept all of the terms in this Staking Addendum. You further agree and understand that this Staking Addendum is subject to the terms and conditions set forth in the Terms of Service.

1.2. Staking Services. When you buy or hold one of the Digital Assets (YTP) eligible for staking (the "Supported Coins"), you are consenting to such Supported Coins being staked in part or in entirety by Yatipay, or a third party on behalf of Yatipay, in Yatipay's sole discretion (the "Staking Services"). Please refer to your Yatipay Account for further information regarding the Staking Services.

1.3. Opting into Staking Services & Staking Reward Terms. In order to use the Staking Services, you must opt-in by selecting the Supported Coins to stake from your Yatipay Account. By opting-in a portion or your entire balance of Supported Coins, we shall remit to you the applicable percentage of staking rewards attributable to your staked Supported Coins ("Staking Rewards") as detailed in your Yatipay Account. The percentage and timing of such remittances will: (i) be determined by

Yatripay in its sole discretion; (ii) be subject to Yatripay's staking fee; (iii) vary by the Supported Protocol; and (iv) be further detailed in your Yatripay Account. **You agree and understand that Yatripay does not guarantee that you will receive Staking Rewards and that the applicable percentage of Staking Rewards (i) is an estimate only and not guaranteed, (ii) may change at any time in Yatripay's sole discretion, and (iii) may be more or less than the actual Staking Rewards Yatripay receives from the Supported Protocol.**

1.4. Slashing Penalty. A determination by the Supported Protocol that the Staking Service has been erroneously operated may result in a "slashing penalty" and non-payment of the specified Staking Rewards. Yatripay agrees to compensate you for any slashing penalties to the extent such penalties are not a result of (i) your acts or omissions, (ii) Supported Protocol maintenance, bugs, or errors, (iii) acts by a hacker or other malicious actor, or (iv) Force Majeure Events.

1.5. No Guarantee of Staking Services. While Yatripay employs measures to ensure that the Staking Services are accessible 24 hours a day and 7 days a week, Yatripay cannot guarantee uninterrupted or error-free operation of the Staking Services or that Yatripay will correct all defects or prevent third-party disruptions or unauthorized third party access. In the event of such disruptions, any staked Supported Coins may not be generating the Staking Rewards.

Annex D

ADDENDUM: Off-chain Staking Services

Yatri Gen Private Limited, a India company (“Yatripay” and, together with any other Yatripay entities providing you Services under the Terms (as defined herein), “Yatripay,” “we” or “us”) provides you the option to contribute and earn rewards on eligible, available and idle account balances you otherwise maintain in your Yatripay Account (the “Off-chain Staking Program”) subject to the terms and conditions of this Annex (this “Addendum”).

This Addendum incorporates by reference and supplements the Terms of Service (the “Terms”). Capitalized terms used but not defined herein shall have the meanings given to them in the Terms. In the event of a conflict between the Terms and this Addendum with respect to the Off-chain Staking Program, the terms of this Addendum will control.

NO Yatripay ENTITY IS A BANK OR OTHER DEPOSITORY INSTITUTION. YOUR Yatripay ACCOUNT IS NOT A DEPOSIT ACCOUNT OR A BANK ACCOUNT. THE OFF-CHAIN STAKING PROGRAM IS NOT A DEPOSITORY OR BANK PROGRAM. NEITHER YOUR Yatripay ACCOUNT NOR STAKED ASSETS (AS DEFINED HEREIN) ARE COVERED BY INSURANCE AGAINST LOSSES OR SUBJECT TO FEDERAL DEPOSIT INSURANCE CORPORATION (“FDIC”) OR SECURITIES INVESTOR PROTECTION CORPORATION (“SIPC”).

PROTECTIONS OR THE PROTECTIONS OF ANY COMPARABLE ORGANIZATION ANYWHERE IN THE WORLD.

1. The Off-chain Staking Program.

(a) *The Off-chain Staking Program is a separate service from the Staking Services described in Annex above to the Terms.* The Staking Services allow (i) Yatipay or a third party acting on Yatipay's behalf to use Supported Coins as collateral in connection with validating transactions on applicable Proof-of-Stake networks and (ii) eligible Yatipay clients to opt-in to receive a portion of the rewards generated by these transaction validation activities. The Off-chain Staking Program allows you to contribute Available Assets (as defined herein) to us in exchange for the opportunity to earn Rewards (as defined herein).

(b) *Eligible Assets.* A list of assets that are currently eligible for use in the Off-chain Staking Program is available at **request to the Yatipay by email** (each an "Eligible Asset" and collectively, "Eligible Assets"). We may decide to add or remove assets from the list of Eligible Assets at any time in our sole discretion.

(c) *Eligible participants.* The Off-chain Staking Program may be made available by Yatipay to users who fulfil the eligibility criteria of the Terms; provided, however, that you may not use the Off-chain Staking Program if you are located in or a national or resident of: (i) any Restricted Location; (ii) the United Kingdom or the USA; (iii) any jurisdiction in which Yatipay is not authorized to provide the

Off-chain Staking Program; or (iv) any jurisdiction where your use of the Off-chain Staking Program would be illegal or otherwise violate any applicable law or regulation of that jurisdiction (each of the above locations, a “Restricted Jurisdiction”).

Yatripay MAKES NO REPRESENTATION OR WARRANTY THAT THE OFF-CHAIN STAKING PROGRAM IS APPROPRIATE FOR USE IN ALL LOCATIONS, OR THAT THE TRANSACTIONS AND SERVICES DESCRIBED HEREIN ARE AVAILABLE OR APPROPRIATE FOR ENTRY INTO OR USE IN ALL JURISDICTIONS OR BY ALL PARTIES. YOU SHOULD INFORM YOURSELF AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES OF USING THE OFF-CHAIN STAKING PROGRAM WITHIN ALL JURISDICTIONS APPLICABLE TO YOU. Yatripay IS NOT RESPONSIBLE FOR TAX CONSEQUENCES TO YOU OF PARTICIPATING IN THE OFF-CHAIN STAKING PROGRAM.

2. Contributions.

(a) You may contribute Available Assets to the Off-chain Staking Program by selecting the amount and type of Available Assets you wish to “stake” from your Yatripay Account.

(b) You agree to only contribute Eligible Assets to the Off-chain Staking Program that comprise available and idle account balances that you initially deposited into your Yatipay Account for the purpose of trading Legal Tender and Digital Assets on the Yatipay platform and not for participation in the Off-chain Staking Program (such Eligible Assets, “Available Assets”).

(c) Assets you contribute to the Off-chain Staking Program (“Staked Assets”) will be treated as received when displayed as such on the Yatipay website; provided, that we reserve the right to: (i) reject or remove any contribution from the program; (ii) establish minimum or maximum contribution amounts; or (iii) return any Staked Assets, at any time and in our sole discretion. In the event we elect to return Staked Assets to you pursuant to this Section 2(c) above, you agree to promptly Un-stake (as defined herein) the assets and to undertake any other actions we reasonably request in order to facilitate that return. You may not transfer Staked Assets or any interest in Staked Assets prior to Un-staking those assets.

(d) You remain the lawful and beneficial owner of Staked Assets and the beneficial owner of additional assets resulting from any applicable (i) network fork that is supported by Yatipay and (ii) airdrop or similar distribution of Digital Assets that is supported by Yatipay; provided, that Yatipay retains sole discretion and has no obligation to support any particular forks, airdrops or similar distribution and such support remains in all instances subject to the Terms.

3. Rewards.

(a) You may earn rewards on Staked Assets (“Rewards”). Rewards are not guaranteed and the rates and timing of Rewards may vary.

(b) Rewards, if any, will be paid to you by Yatipay Trading, and shall be subject to tax withholding and reporting as required by applicable law.

(c) Reward rates will be determined in our sole discretion based on the type of Staked Asset, market conditions and risk factors. Such rates have no relationship to and may not be competitive with benchmark interest rates observed in the market for bank deposit accounts.

(d) We may make available anticipated Reward rates and payment schedules from time to time on or through the Services (“Anticipated Rates”). Anticipated Rates are forward-looking statements that reflect current expectations regarding future events, involve significant risks and uncertainties, should not be read as guarantees of future performance or results and will not necessarily be accurate indications of whether or not such performance or results will be achieved. Forward-looking statements are in no way a form of advice, solicitation or offering of or for the Off-chain Staking Program and should not be interpreted as such.

(e) All Rewards will be (i) paid to your Yatipay Account in the same asset as the applicable Staked Asset, then (ii) automatically contributed to the Off-chain Staking

Program, whereupon they will be eligible to earn Rewards. In this manner, Rewards may be described as “compounding.”

(f) Rewards will be calculated and paid with the decimal precision described at, as may be updated by us from time to time in our sole discretion.

4. Un-staking.

(a) You may request a complete or partial return of your Staked Assets (“Un-stake”) at any time. Upon receipt of your request, we will initiate the Un-staking process instantly when practicable; provided, that we may require up to seven days after you submit your request to Un-stake to process the transaction. Un-staking limits based on frequency or volume may apply from time to time and will be described on or through the Services.

(b) You must Un-stake Staked Assets before you will be able to push those Funds to an External Account.

5. Our use of Staked Assets.

You grant us the right, to the fullest extent that we may effectively do so under applicable law and without further notice to you, to utilize Staked Assets in our

discretion; provided, that the quantity and type of your Staked Assets will be returned to you when you Un-stake in accordance with the terms of this Addendum.

6. Risks.

The Off-chain Staking Program is risky. Before participating in the Off-chain Staking Program, it is important to understand its specific and unique risks. The Staking Program is not for everyone. You should examine your objectives, financial resources and risk tolerance to determine whether contributing Funds to the Off-chain Staking Program is appropriate for you. Some, but not all, of the risks and uncertainties associated with the Off-chain Staking Program are:

(a) No Yatipay entity is or is regulated as a bank or other depository institution. Your Yatipay Account is not a deposit account or a bank account. The Off-chain Staking Program is not a depository or bank program. Staked Assets are not covered by insurance against losses or insurance protections or the protections of any comparable organization anywhere in the world.

(b) Yatipay does not offer securities services, is not registered under the securities laws of any jurisdiction and the provision of the Off-chain Staking Program has not been and will not be registered under the securities laws of any jurisdiction or otherwise approved by securities regulators in any jurisdiction.

(c) Legislative and regulatory changes or actions at the state, federal or international level may adversely affect: (i) the use, transfer, and value of Staked Assets; (ii) the operations and profitability of the Off-chain Staking Program; (iii) the tax treatment of the Off-chain Staking Program; and (iv) your ability to Un-stake Staked Assets in a timely manner or at all.

(d) Rewards for Staked Assets are not guaranteed and we reserve the right to adjust Reward rates in our sole discretion.

7. Fees.

We reserve the right to charge you fees in connection with your participation in the Off-chain Staking Program. A schedule of these fees, if any, will be made available on or through the Services (“Fees”). Fees are subject to change, at our sole discretion, and you are solely responsible for accessing the fee schedule prior to participating in the Off-chain Staking Program.

8. Representations and Warranties.

You represent and warrant that, as of the Effective Date and as of any date thereafter that you contribute Funds to the Off-chain Staking Program:

- (a) You have full power and authority to agree to this Addendum and, in doing so, will not violate any other agreement to which you are a party;
- (b) The provisions of this Addendum constitute legal, valid and binding obligations enforceable against you in accordance with its terms;
- (c) You are eligible to participate in the Off-chain Staking Program as provided in Section 1(c);
- (d) You do not reside in and are not a citizen of a Restricted Jurisdiction;
- (e) You were not, in any manner or form, solicited to participate in the Off-chain Staking Program prior to (i) your creation of a Yatipay Account or (ii) your election to participate in the Off-chain Staking Program;
- (f) All assets you will contribute to the Off-chain Staking Program are Available Assets;
- (g) You: (i) have read and understand this Addendum in its entirety; (ii) acknowledge and accept the risks associated with participating in the Off-chain Staking Program, including those risks described above; and (iii) were given the opportunity to ask questions of and receive answers from us concerning the terms and conditions of the Off-chain Staking Program prior to participating or agreeing to participate; and
- (h) All representations and warranties you made upon your acceptance of the Terms were and remain true and complete.

9. No advice; Independent relationship.

(a) Without limiting anything in the Terms, Yatipay makes no representation or warranty, express or implied, to the full extent not prohibited by applicable law, regarding the advisability of your participation in the Off-chain Staking Program. Neither Yatipay, nor any of its respective officers, directors, employees and affiliates is providing advice, including legal, financial, investment or tax advice, in connection with the Off-chain Staking Program or your determination to participate in it.

(b) Nothing in this Addendum shall be deemed or is intended to be deemed, nor shall it cause you and Yatipay to be treated as partners, joint venturers, or otherwise as joint associates for profit. Yatipay in no way acts in any fiduciary capacity or advisory capacity to you and nothing in this Addendum shall be deemed or is intended to be deemed, nor shall it cause, any fiduciary or advisory relationship between you and us to exist.

ADDENDUM: Instant Buy/Sell Services (“Instant Buy/Sell Addendum”)

1.1 General. Yatipay may make Instant Buy/Sell Services to users that meet the eligibility criteria in the Terms of Service. Your use of the Instant Buy/Sell Services, confirms that you have read, understand, and accept all of the terms in this Instant Buy/Sell Addendum. This Instant Buy/Sell Addendum is subject to the terms and conditions, as they may be updated from time to time, set forth in the Terms of Service.

1.2 Instant Buy/Sell Services. You may use the Instant Buy/Sell Services to buy, sell, or convert between Digital Assets and YTP. Your use of the Instant Buy/Sell Services must comply with the relevant instructions on the Yatipay platform. If Yatipay cannot complete your transaction for any reason (such as price movement, failure of the Yatipay Exchange to respond, or an order exceeding the minimum or maximum order size), Yatipay may reject the order and notify you of such rejection. Yatipay bears no liability for rejecting an Instant Buy/Sell transaction.

1.3 Transaction Price. You will be presented with a price valid only during a specific time period when initiating a transaction. Yatipay may cancel any transaction not confirmed by you within the time period.

1.4 Fees. Transactions using the Instant Buy/Sell Services are subject to fees. You are presented with the applicable fees before entering into the transaction. Your confirmation of the transaction constitutes agreement to pay all such applicable fees. You will not be charged any such fees in the unlikely event your transaction is rejected.

1.5 No Guarantee of Instant Buy/Sell Services. While Yatipay employs measures to ensure that the Instant Buy/Sell Services are accessible 24 hours a day and 7 days a week, Yatipay cannot guarantee uninterrupted or error-free operation of the Instant Buy/Sell Services or that Yatipay will correct all defects or prevent third-party disruptions or unauthorized third party access. Yatipay may at its sole discretion reject any pending transaction, whether confirmed by the user or not, in the event of

such disruptions. Yatripay bears no liability for rejecting an Instant Buy/Sell transaction.

ADDENDUM: Funding Methods

1.1 "Verified External Account" means any account other than your Yatripay Account(s) of which you are the beneficial owner. This includes, but is not limited to, payment service accounts, deposit or checking accounts maintained by financial institutions, or Digital Asset Accounts, of which you are the owner. Verified External Accounts may be used to make deposits into your Yatripay Account, or to withdraw Funds from your Yatripay Account. Periodically, we may require you to verify that your account complies with any and all Yatripay AML/KYC requirements.

1.2 General. Yatripay may permit you to fund your Yatripay Account using other Digital Assets. Your funding of your Yatripay Account confirms that you have read, understand, and accept all of the terms in this Addendum. This Addendum is subject to the terms and conditions, as they may be updated from time to time, set forth in the Terms of Service.

1.2 Funding Method. You may fund your Yatripay Account from a Verified External Account. Your use of the funding method must comply with any instructions presented to you on the Yatripay platform. Your linked account will be

debited when you initiate payment. Your Yatripay Account may not, however, reflect credit immediately after you initiate payment.

Transfers may be delayed. A contracted third party processor or Yatripay may reject the transfer. Yatripay is not liable for any delayed or rejected transfer. Funding by Digital Asset is subject to all terms and conditions set forth by your financial institution or holding Wallet issuer, and you may incur fees that are charged by your financial institution or holding Wallet issuer in conjunction with such funding.

PRIVACY AND DATA PROTECTION WITH KYC

1. Introduction

As part of our business operations, we collect personal information from our clients and prospective clients in order to provide them with our products and services, and ensure that we can meet their needs when providing these products and services, as well as when providing them with any respective information.

Your privacy is of utmost importance to us, and it is our policy to safeguard and respect the confidentiality of information and the privacy of individuals. This Privacy Notice sets out how Yatripay API products and services provided in India; its affiliates and subsidiaries (collectively, the Yatripay Entities - “Yatripay”, “the Company”, “We”, “Us”, and the trading and direct sales services provided by Yatripay (collectively the “Yatripay” or “platform”), collects, uses and manages the personal information we receive from you, or a third party, in connection with our provision of services to you or which we collect from your use of our services and/or our website. The Privacy Notice also informs you of your rights with respect to the processing of your personal information.

Our Privacy Notice is reviewed regularly to ensure that any new obligations

and technologies, as well as any changes to our business operations and practices are taken into consideration, as well as that it remains abreast of the changing regulatory environment. Any personal information we hold will be governed by our most recent Privacy Notice.

Please note that if you are an employee of the Company, a contractor to the Company or a third-party provider, your personal information will be used in connection with your employment contract or your contractual relationship, whichever applies.

This Privacy Notice applies to the processing activities performed by Yatipay to the personal information of its clients and its potential clients and website visitors.

We may amend this Privacy Notice at any time by posting the amended version on this site including the effective date of the amended version. We will announce any material changes to this Privacy Notice on our website.

2. Definitions

2.1 As used herein, the following terms are defined as follows:

2.1.1 “Digital Asset” is a digital representation of value (also referred to as “cryptocurrency,” “virtual currency,” “digital currency,” “crypto token,” “crypto asset,” or “digital commodity”), such as bitcoin, XRP or ether or YTP, which is based on the cryptographic protocol of a computer network that may be (i) centralized or decentralized, (ii) closed or open-source, and (iii) used as a medium of exchange and/or store of value.

2.1.2 “Yatipay Account” means a user-accessible account offered via the Yatipay platform Services where Digital Assets are stored by Yatipay.

2.1.3 “Yatipay Platform Services” means Yatipay-branded websites, applications, services, or tools operated by Yatipay group companies.

2.1.4 “We,” and “Us” refers to Yatipay.

2.1.5 “Personal Information” or “Personal Data” or “your data” refers to any information relating to you, as an identified or identifiable natural person, including your name, an identification number, location data, or an online

identifier or to one or more factors specific to the physical, economic, cultural or social identity of you as a natural person.

3. Your Data Controller

Our products and services are provided through local operating entities or global entities under the same management.

The Company you are contracting with is your Data Controller, and is responsible for the collection, use, disclosure, retention and protection of your personal information in accordance with our global privacy standards, this Privacy Notice, as well as any applicable national laws. The Company uses encryption to protect your information and store decryption keys in separate systems. We process and retain your personal information on our servers in multiple data center locations, including India and dynamic servers elsewhere in the world.

4. How do we protect personal information?

The Company respects the privacy of any users who access its website, and it is therefore committed to taking all reasonable steps to safeguard any existing or prospective clients, applicants and website visitors.

The Company keeps any personal data of its clients and its potential clients in accordance with the applicable privacy and data protection laws and regulations.

We have the necessary and appropriate technical and organisational measures and procedures in place to ensure that your information remains secure at all times. We regularly train and raise awareness for all our employees to the importance of maintaining, safeguarding and respecting your personal information and privacy. We regard breaches of individuals' privacy very seriously and will impose appropriate disciplinary measures, including dismissal from employment. We have also appointed a Data Protection Officer, to ensure that our Company manages and processes your personal information in compliance with the applicable privacy and data protection laws and regulations, and in accordance with this Privacy Notice.

The personal information that you provide us with when applying to open an account, applying for a role within the Company, or when using our website,

is classified as registered information, which is protected in several ways. You can access your registered information after logging in to your account by entering your username and the password that you have selected. It is your responsibility to make sure that your password is only known to you and not disclosed to anyone else. Registered information is securely stored in a safe location, and only authorised personnel have access to it via a username and password. All personal information is transferred to the Company over a secure connection, and thus all reasonable measures are taken to prevent unauthorised parties from viewing any such information. Personal information provided to the Company that does not classify as registered information is also kept in a safe environment and accessible by authorised personnel only through username and password.

5. Information we may collect about you

In order to open an account with us, you must first complete and submit a “create account” form to us by completing the required information. By completing this form, you are requested to disclose personal information in order to enable the Company to assess your application and comply with the relevant laws (including their regulations).

The information that we collect from you is as follows:

- a. Full name, residential address and contact details (e.g. email address, telephone number, fax etc.);
- b. Date of birth, place of birth, gender, citizenship;
- c. Bank account information, credit card details, including details about your source of funds, assets and liabilities, and such other information as may be asked;
- d. Trading account balances, trading activity, your inquiries and our responses;
- e. Information on whether you hold a prominent public function (PEP) (like politician);
- f. Verification information, which includes information necessary to verify your identity such as a passport, driver’s licence or Government-issued identity card);
- g. Other Personal Information or commercial and/or identification information – Whatever information we, in our sole discretion, deem

necessary to comply with our legal obligations under various anti-money laundering (AML) obligations, **such as under the European Union's 4th AML Directive and the India Bank Secrecy Act (BSA).**

6. Information we collect about you automatically.

- a. Location Information – Information that is automatically collected via analytics systems providers to determine your location, including your IP address and/or domain name and any external page that referred you to us, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system, and platform;
- b. Log Information – Information that is generated by your use of Yatripay platform Services that is automatically collected and stored in our server logs. This may include, but is not limited to, device-specific information, location information, system activity and any internal and external information related to pages that you visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our Website or App (including date and time; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page;

7. Information we receive about you from other sources.

We obtain information about you in a number of ways through your use of our services, including through any of our websites, the account opening process, webinar sign-up forms, event subscribing, news and updates subscribing, and from information provided in the course of on-YTP support service communications. We also receive information about you from third parties such as your payment providers and through publicly available sources. For example:

- a. The wallets you use to transfer funds to us will provide us with your basic personal information, such as your name and address, as well as your financial information such as your wallet details;

- b. Your business partners may provide us with your name and address, as well as financial information;
- c. Advertising networks, analytics providers and search information providers may provide us with anonymized or de-identified information about you, such as confirming how you found our website;
- d. Credit reference agencies do not provide us with any personal information about you, but may be used to corroborate the information you have provided to us.

8. **General Provisions**

Personal Information you provide during the account creation process will be retained for one year, even if your registration is incomplete or abandoned.

9. **Lawful basis for processing your personal information**

We will process your personal information on the following bases and for the following purposes:

Performance of a contract

We process personal data in order to provide our services and products, as well as information regarding our products and services based on the contractual relationship with our clients (i.e. so as to perform our contractual obligations). In addition, the processing of personal data takes place to enable the completion of our client on-boarding process.

In view of the above, we must verify your identity in order to accept you as our client and we will use your personal data in order to effectively manage your trading account with us. This may include third parties carrying out credit or identity checks on our behalf. The use of your personal information is necessary for us to know who you are, as we have a legal obligation to comply with “**Know Your Customer**” and customer due diligence regulatory obligations.

Compliance with a legal obligation

There are a number of legal obligations imposed by relevant laws to which we are subject, as well as specific statutory requirements e.g. anti-money laundering laws, financial services laws, corporation laws, privacy laws and tax laws. There are also various supervisory authorities whose laws and regulations

apply to us. Such obligations and requirements imposed on us necessary personal data processing activities for identity verification, payment processing, compliance with court orders, tax laws or other reporting obligations and anti-money laundering controls.

These obligations apply at various times, including client on-boarding, payments and systemic checks for risk management.

For the purpose of safeguarding legitimate interests

We process personal data so as to safeguard the legitimate interests pursued by us or by a third party. A legitimate interest is when we have a business or commercial reason to use your information. Example of such processing activities include the following:

- a. Initiating legal claims and preparing our defense in litigation procedures;
- b. Means and processes we undertake to provide for the Company's IT and system security, preventing potential crime, asset security and access controls;
- c. Measures for managing the business and for further developing products and services;
- d. Sharing your data within the Yatripay group of companies for the purpose of updating and/or verifying your personal data in accordance with the relevant anti-money laundering compliance frameworks, and
- e. Risk management.

10. To provide you with products and services, or information about our products and services, and to review your ongoing needs.

Once you successfully open an account with us, or subscribe to information, we must use your personal information to perform our services and comply with our obligations to you. It is also in our legitimate interests to try to ensure that we are providing the best products and services so we may periodically review your needs based on our assessment of your personal information to ensure that you are getting the benefit of the best possible products and services from us.

To help us improve our products and services, including support services, and develop and market new products and services.

We may, from time-to-time, use personal information provided by you through your use of the services and/or through client surveys to help us

improve our products and services. It is in our legitimate interests to use your personal information in this way to try to ensure the highest standards when providing you with our products and services and to continue to be a market leader within the cryptocurrency financial service industry.

To investigate or settle enquiries or disputes

We may need to use personal information collected from you to investigate issues or to settle disputes with you because it is our legitimate interest to ensure that issues and disputes get investigated and resolved in a timely and efficient manner.

To comply with applicable laws, subpoenas, court orders, other judicial process, or the requirements of any applicable regulatory authorities

We may need to use your personal information to comply with any applicable laws and regulations, subpoenas, court orders or other judicial processes, or requirements of any applicable regulatory authority. We do this not only to comply with our legal obligations but because it may also be in our legitimate interest to do so.

To send you surveys

From time to time, we may send you surveys as part of our client feedback process. It is in our legitimate interest to ask for such feedback to try to ensure that we provide our products and services at the highest standard. However, we may from time to time also ask you to participate in other surveys and if you agree to participate in such surveys we rely on your consent to use the personal information we collect as part of such surveys. All responses to any survey we send out whether for client feedback or otherwise will be aggregated and depersonalised before the results are published and shared.

Data analysis

Our website pages and emails may contain web beacons or pixel tags or any other similar types of data analysis tools that allow us to track receipt of correspondence and count the number of users that have visited our webpage or opened our correspondence. We may aggregate your personal information with the personal information of our other clients on an anonymous basis (that is, with your personal identifiers removed), so that more rigorous statistical analysis of general patterns may lead us to providing better products and services.

If your personal information is completely anonymised, we do not require a legal basis as the information will no longer constitute personal information. If your personal information is not in an anonymised form, it is in our legitimate interest to continually evaluate that personal information to ensure

that the products and services we provide are relevant to the market.

Marketing purposes

We may use your personal information to send you marketing communications by email or other agreed forms (including social media campaigns), to ensure you are always kept up-to-date with our latest products and services. If we send you marketing communications we will do so based on your consent and registered marketing preferences.

Internal business purposes and record keeping

We may need to process your personal information for internal business and research purposes as well as for record keeping purposes. Such processing is in our own legitimate interests and is required in order to comply with our legal obligations. This may include any communications that we have with you in relation to the products and services we provide to you and our relationship with you. We will also keep records to ensure that you comply with your contractual obligations pursuant to the agreement (“Terms of Service”) governing our relationship with you.

Legal Notifications

Often the law requires us to advise you of certain changes to products or services or laws. We may need to inform you of changes to the terms or the features of our products or services. We need to process your personal information to send you these legal notifications. You will continue to receive this information from us even if you choose not to receive direct marketing information from us.

11. Disclosure of your personal information

The Company will not disclose any of its clients’ confidential information to a third party, except: (a) to the extent that it is required to do so pursuant to any applicable laws, rules or regulations; (b) if there is a duty to disclose; (c) if our legitimate business interests require disclosure; (d) in line with our Terms of Service; (e) at your request or with your consent or to those described in this Privacy Notice. The Company will endeavour to make such disclosures on a “need-to-know” basis, unless otherwise instructed by a regulatory authority. Under such circumstances, the Company will notify the third party regarding the confidential nature of any such information.

As part of using your personal information for the purposes set out above, the Company may disclose your personal information to the following:

- Any members of the Company, which means that any of our affiliates and subsidiaries may receive such information;
- Any of our service providers and business partners, for business purposes, such as specialist advisors who have been contracted to provide us with administrative, financial, legal, tax, compliance, insurance, IT, debt-recovery, analytics, research or other services;

12.

If the Company discloses your personal information to service providers and business partners, in order to perform the services requested by clients, such providers and partners may store your personal information within their own systems in order to comply with their legal and other obligations.

We require that service providers and business partners who process personal information to acknowledge the confidentiality of this information, undertake to respect any client's right to privacy and comply with all relevant privacy and data protection laws and this Privacy Notice.

13. Where we store your personal data

Our operations are supported by a network of computers, servers, and other infrastructure and information technology, including, but not limited to, third-party service providers. We and our third-party service providers and business partners store and process your personal data in India and elsewhere in the world.

14. Privacy

Yatripay has self-certified, operating in India, as per the India Supreme Court Judgement to adhere to the Privacy Framework for all personal information received, collected, used, retained and transferred from users to us in reliance on the Privacy. If there is any conflict between the terms of this Privacy Notice and the Privacy Principles, the Privacy Principles shall govern.

Under Privacy, we are responsible for the processing of personal information we receive, collect, use, retain and subsequently transfer to a third party service provider or business partner acting for or on our behalf. We may not be liable for ensuring that the third parties we engage also support our Privacy commitments. Yatripay commits to cooperate and comply with the advice of the regulatory authorities to whom you may raise a concern about our processing of your personal information pursuant to Privacy, including to the panel established by the Indian authorities. This is provided at no cost to you.

15. Disclosures for National Security or Law Enforcement

Under certain circumstances, we may be required to disclose your personal information in response to valid requests by public authorities, including to meet national security or law enforcement requirements.

16. Transfers of personal information outside of India

We may transfer your personal information outside India to other Company subsidiaries, service providers and business partners (i.e Data Processors) who are engaged on our behalf. To the extent that we transfer your personal information outside of India, we will ensure that the transfer is lawful and that Data Processors in third countries are obliged to comply with the GDPR General Data Protection Act 2016. If transfers of personal information are processed in the US, we may in some cases rely on applicable standard contractual clauses, binding corporate rules.

17. Transfers of Personal Information outside of your country

By using our products and services, you consent to your Personal Data being transferred to other countries, including countries that have differing levels of privacy and data protection laws than your country. In all such transfers, we will protect your personal information as described in this Privacy Notice, and ensure that appropriate information sharing contractual agreements are in place.

18. Privacy when using digital assets and blockchains

Your funding of USDT, bitcoin, XRP, ether, and other Digital Assets, may be recorded on a public blockchain. Public blockchains are distributed ledgers, intended to immutably record transactions across wide networks of computer systems. Many blockchains are open to forensic analysis which can lead to deanonymization and the unintentional revelation of private financial information, especially when blockchain data is combined with other data. Because blockchains are decentralized or third-party networks which are not controlled or operated by Yatipay or its affiliates, we are not able to erase, modify, or alter personal data from such networks.

19. Data Retention

Safeguarding the privacy of your personal information is of utmost importance to us, whether you interact with us personally, by phone, by email, over the internet or any other electronic medium. We will hold personal information, for as long as we have a business relationship with you, in secure computer storage facilities, and we take the necessary measures to protect the personal information we hold from misuse, loss, unauthorised access, modification or disclosure.

When we consider that personal information is no longer necessary for the purpose for which it was collected, we will remove any details that will identify you or we will securely destroy the records. However, we may need to

maintain records for a significant period of time (after you cease being our client). For example, we are subject to certain anti-money laundering laws which require us to retain the following, for a period of 7 years after our business relationship with you has ended.

- A copy of the records we used in order to comply with our client due diligence obligations;
- Supporting evidence and records of transactions with you and your relationship with us.

20.

Also, the personal information we hold in the form of a recorded information, by telephone, electronically or otherwise, will be held in line with local regulatory requirements (i.e. 7 years after our business relationship with you has ended or longer if you have legitimate interests (such as handling a dispute with you)). If you have opted out of receiving marketing communications we will hold your details on our suppression list so that we know you do not want to receive these communications.

We may keep your data for longer than 7 years if we cannot delete it for legal, regulatory or technical reasons.

21. Cookies

When you use our products and services, we may make use of the standard practice of placing tiny data files called cookies, flash cookies, pixel tags, or other tracking tools (herein, “Cookies”) on your computer or other devices used when engaging with us. We use Cookies to (i) help us recognize you as a customer, collect information about your use of our products and services, to better customize our services and content for you, and to collect information about your computer or other access devices to ensure our compliance with our AML obligations.

22. Your rights regarding your personal information

The rights that are available to you in relation to the personal information we hold about you are outlined below.

Information

If you ask us, we will confirm whether we are processing your personal information and, if so, what information we process and, if requested, provide you with a copy of that information within 30 days from the date of your request.

Rectification

It is important to us that your personal information is up to date. We will take all reasonable steps to make sure that your personal information remains accurate, complete and up-to-date. If the personal information we hold about you is inaccurate or incomplete, you are entitled to have it rectified. If we have disclosed your personal information to others, we will let them know about the rectification where possible. If you ask us, if possible and lawful to do so, we will also inform you with whom we have shared your personal information so that you can contact them directly.

You may inform us at any time that your personal details have changed by emailing us at Ankur.Chaturvedi@yatripay.com. The Company will change your personal information in accordance with your instructions. To proceed with such requests, in some cases we may need supporting documents from you as proof i.e. personal information that we are required to keep for regulatory or other legal purposes.

Erasure

You can ask us to delete or remove your personal information in certain circumstances such as if we no longer need it, provided that we have no legal obligation to retain that data. Such requests will be subject to the contract that you have with us, and to any retention limits we are required to comply with in accordance with applicable laws and regulations. If we have disclosed your personal information to others, we will let them know about the erasure request where possible. If you ask us, if possible and lawful to do so, we will also inform you with whom we have shared your personal information so that you can contact them directly.

Processing restrictions

You can ask us to block or suppress the processing of your personal information in certain circumstances such as if you contest the accuracy of that personal information or object to us processing it. It will not stop us from storing your personal information. We will inform you before we decide not to agree with any requested restriction. If we have disclosed your personal information to others, we will let them know about the restriction of processing if possible. If you ask us, if possible and lawful to do so, we will also inform you with whom we have shared your personal information so that you can contact them directly.

Data portability

In certain circumstances you might have the right to obtain personal information you have provided us with (in a structured, commonly used and machine readable format) and to re-use it elsewhere or ask us to transfer this to a third party of your choice.

Objection

You can ask us to stop processing your personal information, and we will do so, if we are:

- Relying on our own or someone else's legitimate interests to process your personal information except if we can demonstrate compelling legal grounds for the processing;
- Processing your personal information for direct marketing; or
- Processing your personal information for research unless we reasonably believe such processing is necessary or prudent for the performance of a task carried out in the public interest (such as by a regulatory or enforcement agency).

23. Automated decision-making and profiling

If we have made a decision about you based solely on an automated process (e.g. through automatic profiling) that affects your ability to access our products and services or has another significant effect on you, you can request not to be subject to such a decision unless we can demonstrate to you that such decision is necessary for entering into, or the performance of, a contract between you and us. Even if a decision is necessary for entering into or performing a contract, you may contest the decision and require human intervention. We may not be able to offer our products or services to you, if we agree to such a request (i.e. end our relationship with you).

24. Changes to this Privacy Notice

Our Privacy Notice is reviewed regularly to ensure that any new obligations and technologies, as well as any changes to our business operations and practices are taken into consideration, as well as that it remains abreast of the changing regulatory environment. Any personal information we hold will be governed by our most recent Privacy Notice.

If we decide to change our Privacy Notice, we will post those changes to this Privacy Notice and other places we deem appropriate so that you are aware of

what information we collect, how we use it, and under what circumstances, if any, we disclose it.

25. Our products and services are not available to children

Our products and services are not directed to persons under the age of 18, hereinafter “Children”, “Child” and we do not knowingly collect personal information from Children. If we learn that we have inadvertently gathered personal information from a Child, we will take legally permissible measures to remove that information from our records. The Company will require the user to close his or her account and will not allow the use of our products and services. If you are a parent or guardian of a Child, and you become aware that a Child has provided personal information to us, please contact us at Ankur.Chaturvedi@yatipay.com and you may request to exercise your applicable access, rectification, cancellation, and/or objection rights.

26. If you have a complaint

Any questions, complaints, comments and requests regarding this Privacy Notice are welcome and should be addressed to support@yatipay.com.

We respect your privacy and we are committed to ensuring that you are adequately informed on how you can manage your cookies.

What are Cookies?

Cookies are small data files. When you visit a website, the website sends the cookie to your computer. Your computer stores it in a file located inside your web browser.

Cookies do not transfer viruses or malware to your computer, because the data in a cookie does not change when it travels back and forth, it has no way to affect how

your computer runs. Instead they act more like logs (i.e. they record user activity and remember stateful information), and get updated every time you visit a website.

We may obtain information about you by accessing cookies sent by our website. Different types of cookies keep track of different activities. For example, session cookies are used only when a person is actively navigating a website. Once you leave the website, the session cookie disappears. For a more detailed list of cookies we use, please see the relevant section below.

Why are Cookies useful?

We use functional cookies to analyse how visitors and clients use our website, as well as track and improve our website's performance and function. This allows us to provide a high-quality customer experience by quickly identifying and fixing any issues that may arise. For example, we might use cookies to keep track of which website pages are most popular and which method of linking between website pages is most effective.

Another use of cookies is to store your login sessions, meaning that when you log in to your account to deposit funds, a "session cookie" is set so that the website remembers that you have already logged in. If the website did not set this cookie, you will be asked for your login details on each new page as your progress through the funding process.

In addition, functional cookies for example, are used to allow us to remember your preferences and identify you as a user, ensure your information is secure and operate more reliably and efficiently. For example, cookies save you the trouble of typing in your username every time you access our trading platform, and recall your preferences.

Here are some of the functions our cookies provide us with:

- Verifying your identity and detecting the country you are currently visiting from;
- Checking browser type and device, and
- Tracking which site the user was referred from.

Types of Cookies we use

1. **Functional cookies:** These cookies are essential for the running of our website. Without these cookies our website would not function properly. These are saved temporarily as login information and expire once the browser is closed.
2. **Analytical cookies:** The information provided by analytical cookies allows us to analyse patterns of visitor and client behaviour and we use that information to enhance the overall experience or identify areas of the website which may require maintenance. The information is anonymous (i.e. it cannot be used to identify you and does not contain personal information such as your name and email address), and it is only used for statistical purposes. Behavioural cookies are similar to analytical and remember that you have visited the website and use that information to provide you with content which is tailored to your interests.

Manage Cookies

You can delete cookies any time you want by using the settings in your web browser. You can also choose to disable cookies from your web browser, but this would mean that our website and other websites that you access may not function properly. If you do this, a potential result is that you may not be able to sign in. Further information on deleting or controlling cookies can be found at www.aboutcookies.org

