



## VENTUREBAY Terms of Service

VentureBay SA

Limited Company

Enterprise Number:

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**Read these terms and conditions ("terms") carefully before using VentureBay's services described below. By utilising the website located at [www.VentureBay.online](http://www.VentureBay.online) ("website") and products offered therein, you acknowledge that you have read these terms and conditions and that you agree to be bound by them.**

**If you do not agree to all of the terms stated herein, you are not an authorised user of these services and you should not use this website or its products. You acknowledge that you have read the VentureBay Risk disclaimers and Privacy policy. VentureBay SA Limited ("VentureBay") reserves the right to change, modify, add or remove portions of these terms at any time for any reason. We suggest that you review these terms periodically for changes. Such changes shall be effective immediately upon posting. You acknowledge that by accessing our website after we have posted changes to these terms, you are agreeing to the modified terms.**

**This document or any other document produced and signed by VentureBay does not constitute an offer or solicitation to sell shares or securities in VentureBay or the website or the products offered.**

**None of the information or analyses presented is intended to form the basis for any investment decision, and no specific recommendations are intended. VentureBay services and the website are not, do not offer and shall not be construed as investment or financial products, but as a software application. Accordingly, this document does not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way.**

**VentureBay expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this document, (ii) any error, omission or inaccuracy in any such information, (iii) any action resulting therefrom, or (iv) usage or acquisition of products available through the website.**

**These terms of service (also known as terms of use and terms and conditions) are effective as of the 1st of April 2022 ("Effective Date").**

This agreement (the "Agreement") is for reference purposes only and in no way defines, limits, construes or describes the extent or scope of such section.

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## **Acceptance of the terms and conditions**

### **Binding Agreement Description**

This Terms of Service (this “Agreement”) is a binding contract between you, an individual user (“user” or “you”), and VentureBay SA. (“VentureBay”, “we”, “us” or “our”) governing your use of www.VentureBay.online and any other websites and/or mobile applications and/or online services or properties owned and operated by VentureBay (collectively, the “Service”).

By accessing or using the Service, you agree that you have read, understood, and agree to be bound by this Agreement. If you do not agree to the terms of the Agreement, you should not use the Service.

If you are accessing the Service on behalf of a business or corporate entity (“Organisation”), then you hereby represent and warrant that you have the authority to bind that Organisation and your acceptance of this Agreement will be treated as acceptance by the Organisation. In that event, “user”, “you” and “your” in this Agreement will refer to the Organisation.

### **Material Terms and Notices**

As outlined in greater detail in this Agreement, and without limiting the express language of this Agreement, you acknowledge the following:

- a. the Service is offered to you, and you may use the Service only as set forth in this Agreement,
- b. the use of the Service may be subjected to separate third-party terms of service and fees, which are your sole responsibility,
- c. you consent to the collection, use, and disclosure of your personally identifiable information in accordance with VentureBay’s Privacy Policy (“Privacy Policy”),
- d. to the fullest extent permitted by law, the Service is provided “as is” without warranties of any kind and VentureBay’s liability to you is limited,
- e. we will resolve disputes arising under this Agreement through binding arbitration. By accepting this Agreement, as outlined in Section 22 of this Agreement, you and VentureBay are each waiving the right to a trial by jury or to participate in a class action.

### **Changes to this Agreement**

You understand and agree that VentureBay may change this Agreement at any time without prior notice. VentureBay will endeavour to provide you with prior notice of any material changes. You may read a current, effective copy of this Agreement at any time by selecting the appropriate link on VentureBay’s website. The revised Agreement will become effective at the time of posting. Any use of the Service after such date will constitute your acceptance of such revised Agreement. If any change to this Agreement is not acceptable to you, then your sole remedy is to stop accessing and using

the Service. The terms of this Agreement will govern any updates VentureBay provides to you that replace and/or supplement any portion of the Service, unless the upgrade is accompanied by a separate revised Agreement, in which case the terms of that revised Agreement will govern. Notwithstanding the preceding sentences of this section, no revisions to this Agreement will apply to any dispute between you and VentureBay that arose prior to the effective date of such revision.

### **Privacy Policy**

Your access to and use of the Service is also subject to VentureBay's Privacy Policy, the terms and conditions of which are incorporated herein by reference.

### **Consideration**

You understand and agree that this Agreement is entered into in consideration of your use of the Service and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

### **Eligibility**

The Service is not for persons under the age of 18 or for any users previously suspended or removed from the Service by VentureBay. If you are under 18 years of age, then you must not use or access the Service at any time or in any manner. By accessing or using the Service, you affirm that you are at least 18 years of age.

### **Definitions**

As used throughout this Agreement, the following terms are defined as follows:

1. **"Account"** or **"VentureBay Account"** means the account of a Customer with VentureBay.
2. **"Account Holder"** shall mean the person and/or entity holding a VentureBay Account on the Platform.
3. **"Affiliates"** shall include, but not be limited to VentureBay SA.
4. **"Agreement"** means this Agreement, together with any Annexures.
5. **"AML Documentation"** or **"Verification Documentation"** means the documentation required to be provided by the Customer as required by the rules and regulations of the South-Africa and other governing jurisdictions.
6. **"Application Form"** refers to the online account registration form that is required to be completed when registering to become a Customer of VentureBay.
7. **"Applicable Laws"** means the laws of the South-Africa.
8. **"AUM"** means the total amount of assets under management.

9. **“Authorised User”** means each person who has been verified by our identity verification systems.
10. **“Broker”** means a person or entity who makes or submits Orders on behalf of other registered individuals or legal entities.
11. **“Funds”** means a group of cryptocurrencies which have been allocated to a particular investment strategy.
12. **“Funds Methodology”** refers to the informational document available comprising the system of methods used for our Funds.
13. **“Funds Technology”** refers to VentureBay’s proprietary investment management technology that allows investors to take direct ownership of multiple Cryptocurrencies and to intelligently manage and store their holdings.
14. **“Business Day”** shall mean any day other than a Saturday, Sunday or official public holiday within the South-Africa.
15. **“CHF”** means Swiss Francs. The legal tender of Switzerland and Liechtenstein.
16. **“Cold Storage”** or **“Cold Storage System”** means the custody of the Cryptocurrencies offline.
17. **“Commission”** or **“Fees”** refers to a payment made to VentureBay in exchange for the use of our services. A full list of VentureBay fees.
18. **“Competent Person”** refers to somebody who is of sound mind that has the knowledge to recognise and to educate themselves about the potential risks of using our Platform.
19. **“Customer”**, **“Your”** and **“You”** means a user of the Platform and/or operates a VentureBay Account.
20. **“Cryptocurrency”** is a digital representation of value (also referred to as a **“Digital Currency”**, **“Virtual Token”**, **“Crypto Token”**, **“Virtual Asset”** or **“Digital Commodity”**). Collectively Cryptocurrencies refers to any Cryptocurrency which we support on the Platform.
21. **“EUR”** means Euros. The legal tender of the European Union.
22. **“European Economic Area”** or **“EEA”** shall mean all EU countries as well as Iceland, Liechtenstein, and Norway.

23. **“Execution Price”** means the price at which the Trade is actually made or executed.
24. **“External Address”** or **“External Account”** shall mean an Account Holder’s external Cryptocurrency wallet not held, controlled or custodied by VentureBay
25. **“Factsheet”** refers to informational documents found on the Website relating to a particular Product.
26. **“Fiat”**, **“Fiat Currency”** or **“Fiat Funds”** means any national government-issued currency (for example Rands or Pounds Sterling).
27. **“Financial Account”** means any money services account, such as a current or cheque account, of which you are the beneficial owner that is maintained by third party financial institutions.
28. **“Force Majeure”** shall mean any circumstance which is beyond the reasonable control of the Party giving notice of the force and which could not reasonably have been foreseen by such Party when entering into these Terms, including but not limited to war (whether declared or not), revolution, invasion, insurrections, riots, civil commotion, mob violence, sabotage, blockage, embargo, boycott, the exercise of military or usurped power, fire, explosion, theft, storm, flood, drought, wind, lightning or other adverse weather conditions, epidemic, quarantine, accident, breakdown of machinery or facilities, strike, lockout or labour dispute, server downtime, acts or restraints of government imposition, or restrictions or embargoes on imports or exports.
29. **“Funds”** means supported Cryptocurrency and/or accepted Legal Tender
30. **“Fund Manager”** means an authorised person and legally registered entity who makes or places Orders on behalf of their own investors.
31. **“Global Liquidity Provider”** shall mean a participant in the Global Matching Liquidity Pool where VentureBay is able to source its Cryptocurrencies on behalf of Customers.
32. **“Global Matching Liquidity Pool”** shall include, but not be limited to, all reputable global trading exchanges, private placements, auctions, over-the-counter trading markets, decentralised trading technologies and private dealers.
33. **“KYC Documentation”** means the documentation required to be provided by the Customer in relation to Know Your Customer regulations of the South-Africa and from time-to-time similar regulations of other jurisdictions.
34. **“Legal Tender”** means any national currency, such as South-African Rand, that may be used in connection with the purchase or sale of Cryptocurrencies via the Service, and does not include any Cryptocurrency unless explicitly stated.
35. **“Linked Bank Account/s”** shall mean the account/s elected by an Account Holder when an Account Holder deposits into or withdraws Fiat from its

VentureBay Account, which details may be verified by a third-party identity verification system.

36. **“Mutual Fund”** or **“ETF”** or **“ETN”** or **“ETPs”** or **“Collective Investment Scheme”** refers to any managed investment fund or product, whether tradable on a securities exchange or not, that pools money from multiple investors to purchase securities and other assets. These investors may be retail or institutional in nature.
37. **“Non-Personal Data”** means anonymous data that does not identify you specifically, including data collected automatically when you enter our website. This may include cookies, pixel tags, web beacons, browser analysis tools, web server logs, operating system type, browser type, domain, and other system settings, as well as the language your system uses and the country and time zone of your device. Our server logs may also record the IP addresses of the devices you use to interact with the Website. We may also collect information about a website you were visiting before you came to our website and any website you visit after you leave our website, if this information is supplied to us by your browser.
38. **“Order”** and **“Investment Instruction”** is any electronic instruction from a customer to buy or sell any Cryptocurrencies using the VentureBay system.
39. **“Party”** or **“Parties”** shall mean the Account Holder and/or VentureBay as the context requires.
40. **“Platform”** and **“Portal”** means the online Platform on which the Services are rendered.
41. **“Referral Program”** and **“Rewards Program”** refers to the VentureBay Rewards Program which rewards Customers based on certain criteria as defined in the VentureBay Rewards Terms.
42. **“Referee”** refers to an Account Holder who successfully registers on the Platform via an eligible and valid referral link or code and completed an investment.
43. **“Referrer”** refers to an Account Holder who successfully refers a new Account Holder via an eligible and valid referral code
44. **“VentureBay”**, **“we”**, **“our”** and **“us”** are references to VentureBay SA Limited, a limited company incorporated in South Africa with SA registered number 2022/253217/O7. VentureBay includes all VentureBay-branded websites, applications, services, or tools operated by the Company.
45. **“VentureBay Account”** or **“VentureBay Wallet”** means a software solution and a service integrated into the Platform that enables users to store Cryptocurrencies. A VentureBay Account is required for the acquisition of Cryptocurrencies.
46. **“VentureBay Bundle”** or **“Cryptocurrency Bundle”** or **“Crypto Bundle”** collectively referred to as **“Funds”** refers to VentureBay’s Bundle Technology which offers Customers a means to invest directly in a predefined basket of

cryptocurrencies. Crypto Funds provide exposure to a select group of cryptocurrencies with prespecified weightings.

47. **“Reward”** refers to the monetary incentive which is due to the Referrer and Referee based on meeting the criteria of the “Rewards Program”.
48. **“RSA”** means the Republic of South Africa.
49. **“Services”** shall mean all Order, Investment Report, Storage, Account enquiries and queries relating to the use of the VentureBay Platform.
50. **“Settlement Date”** is the date when a trade is final, and the buyer or seller must make or receive payment respectively. VentureBay trades in real-time with daily payouts so the Settlement Date is the date when an Order is successfully executed.
51. **“Slippage”** refers to the difference between the expected price of a trade and the actual price at which the trade is executed. Slippage can occur at any time but is most prevalent during periods of higher volatility.
52. **“Time”** means all references to the time of day in this Agreement, indicated in the format of a 24-hour clock and in relation to G.M.T.
53. **“Verification”** shall mean the process of verifying that a new or existing account is owned and operated by a specified individual and includes but is not limited to KYC (know your customer), AML (anti-money launder), and PEP (politically exposed persons) checks.
54. **“Wallet”** shall mean an Account Holder’s VentureBay Account
55. **“Website”** means [www.VentureBay.online](http://www.VentureBay.online) or any other website owned or controlled by VentureBay or its Affiliates that connects with it.
56. **“Weightings”** refers to the percentage split of the total value of a Bundle.
57. **“ZAR”** means South African Rands. The legal tender of South Africa.

Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she, they or it, are taken as interchangeable and therefore as referring to the same.

## General

### Products

VentureBay offers a number of products and services, which are published on the Website. VentureBay products and services can be changed and altered at our sole discretion without notice, and these Terms shall apply to all of them, unless stated otherwise in these Terms, on the Website, or in the documentation accompanying a particular product or service.



## **Website**

The VentureBay Website [www.VentureBay.online](http://www.VentureBay.online) and any reference to "VentureBay", "we" "our" or "us" shall include our employees, officers, directors, representatives, agents, shareholders, Affiliates, subsidiaries, holding companies, related entities, advisers, subcontractors, service providers and suppliers.

The Website shall include any and all associated mobile applications as offered or downloadable from the requisite application stores, together with any Application Programming Interface/s ("API").

## **Regulation**

Our activities in relation to Cryptocurrencies are not regulated in any jurisdiction that we operate in.

## **Terms**

These terms, including any document referenced within these Terms, apply to any Account Holder on the Platform. These Terms govern the Account Holder's relationship with VentureBay.

## **Use of the Platform**

Accessing or using our website or our Platform after signing up for an Account means that you have read, understood, accept, and agree to be bound by these Terms in your individual capacity. Further, you represent and warrant that you have the authority to do so and that in the case of an Account Holder being a natural person, the Account Holder is a Competent Person.

## **Communications**

You agree that we shall communicate electronically, be it via email, the VentureBay chatbot found on the Website, text message or otherwise. We shall deem all correspondence sent to you as having been received. The responsibility lies with you to ensure that we are informed of any change of email address, physical address, account details or telephone number.

## **Products and services**

### **The Service**

#### **Description**

Our Service is intended to provide you with an easy to use and secure Platform through which you can trade Fiat Currencies for cryptocurrencies, and vice versa, or to trade one type of Cryptocurrency for another type of Cryptocurrency, or to trade one type of Cryptocurrency for a basket of Cryptocurrencies, and vice versa.

Our Funds allow you to take direct ownership of the underlying Cryptocurrencies within the Bundle but do not constitute an offer to subscribe for securities, nor an offer to sell shares in any fund, nor a solicitation to buy shares in any fund. Funds should not be

misconstrued as Mutual Funds, ETFs, ETNs, ETPs, Collective Investment Scheme units, nor any similar fund structures.

Our Platform matches your transaction instructions with open Orders found in a Global Liquidity Pool.

We execute trades on your behalf of and under your instruction of the User. We never take legal ownership of your funds.

Our Services may permit you to purchase and/or sell Cryptocurrencies directly from or to us.

Our Services do not allow you to trade one form of legal tender for another form of legal tender.

You may withdraw your Cryptocurrency or Fiat Currency balance if it is supported on the Platform as a withdrawal option, subject to the limitations of this Agreement.

We do not permit the transmission of Cryptocurrencies from one User to another User.

### **Disclaimers**

By registering for a VentureBay Account, you represent and warrant that you have read and understood the disclaimers found at [www.VentureBay.online](http://www.VentureBay.online), or other disclaimers made available via the Service regarding other VentureBay products or services, which are hereby incorporated by reference.

We reserve the right to reject any application for registration at any time for any reason or for no reason at all and without notice to you.

We reserve the right to remove you from our Platform and to remove your Account.

We reserve to sell and return your funds and/or cryptocurrencies if held in any Bundle and/or Cryptocurrency without notice.

We reserve the right to, at our sole discretion, decide which cryptocurrencies to support as part of the Service. The range of Services available to you will depend on the country and/or state from which you access the VentureBay Website, and any other websites and/or mobile applications and/or online services or properties owned and operated by VentureBay.

### **Gains and Losses**

All gains/losses arising from your use of the Service are attributable to you alone.

### **Service Fees**

VentureBay reserves the right to levy service fees on specific actions you make on our Platform. VentureBay reserves the right to adjust

its fee structures at its sole discretion, as found at [www.VentureBay.online](http://www.VentureBay.online).

### **Withdrawals**

Users may withdraw their assets via supported Fiat Currency or Cryptocurrency only, subject to the limitations stated in this Agreement.

## **VentureBay Platform**

### **Description**

The VentureBay Platform is a software platform consisting of a webpage interface and a software interface for purchasing, selling and custodying Cryptocurrencies.

### **Operation of the Platform**

The Platform operates 24/7/365, subject to certain limitations

## **Cryptocurrency Funds**

### **Description**

A Crypto Bundle is a feature which allows Users to purchase multiple Cryptocurrencies simultaneously. Cryptocurrencies held within a Bundle are custodied by VentureBay on your behalf.

### **Regulation and Licensing**

A Crypto Bundle is an unregulated and unlicensed product and does not constitute any financial and/or investment product, and any action, notice, communication, message, decision, managerial act, or omission of the mentioned is not investment advice and/or an investment recommendation and shall not be understood or interpreted as such. Any such content provided by VentureBay or a third-party expert shall be regarded solely as a statement of facts or observation and in no case as investment advice and/or an investment recommendation. A Crypto Bundle is not a security and/or a financial instrument. VentureBay gives no guarantees as to the value of any of the Crypto Funds and explicitly warns Users that there is no reason to believe that Crypto Funds will increase in value and that they might decrease in value or lose their value entirely.

### **Disclaimer**

You acknowledge and understand that you are acquiring Crypto Funds for your own personal use and you understand that Crypto Funds may lose all their value.

### **No solicitation to sell**

This document or any other document produced and signed by VentureBay or any of third-party does not constitute an offer or solicitation to sell and shall not be construed in this way, and may only be construed as an invitation to offer, in all cases, the purchase of Crypto Funds as software solutions.

## **Exchange**

### **Description**

VentureBay enables you to buy or sell certain Cryptocurrencies and/or invest in Crypto Funds on the VentureBay Platform through an exchange service.

### **Conditions**

The exchange service is offered under the conditions, including but not limited to:

#### **Currency transfer**

Money can only be transferred in supported Fiat Currency to or from a bank account held in your name which needs to be the same name registered with us.

#### **Credit/debit cards**

Users can buy Cryptocurrencies using credit/debit card payments, wherein only payment cards which support 5-D Secure protocol can be accepted. Transactions with payment cards that do not support 5-D Secure protocol option will be rejected.

#### **Payment methods**

Available payment methods at any time are listed on our website and may depend on various factors, including your registered location, provided identification information, and limitations imposed by the payment processors.

#### **Authorisation**

By placing an Order to purchase Cryptocurrencies via our Platform, you represent and warrant that:

you are authorised to use the designated payment method and,

you authorise 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 deposited balance may be removed.

#### **Credit card payments**

Credit card payments may be subject to additional internal checks. In the case of any mismatch between the name of the credit card holder and the name of the end User who received such payment we reserve the right to remove the funds and process a refund with a discretionary fee of up to 50% of the value of the funds deposited.

**Availability of Service**

The Service is at any time available only to certain groups of Users, depending on their location, payment method used, verification tier, and other factors.

**Right to undertake checks**

VentureBay reserves the right to perform additional checks and to require additional information and documents under applicable anti-money laundering regulations.

**Exchange rate errors**

VentureBay does not guarantee the availability of any exchange rate quoted on the Website. You acknowledge that the buy price exchange rate may not be the same as the sell price exchange rate at any given time, and that VentureBay may add a margin or spread to the quoted exchange rate.

**Variable spread**

As stated in these Terms, the exchange of Fiat money for Cryptocurrencies is offered on the basis of a variable spread. A variable spread is a spread that is not constant in value and can cause the price of a Cryptocurrency or Bundle of Cryptocurrencies to be higher or lower in one currency relative to another after accounting for exchange rates. This spread will vary according to market conditions and liquidity changes.

**Right to convert currency**

In the case we receive money from you in any other currency than that which is supported on our Platform, we reserve the right to convert the received money into a supported Fiat Currency before you are able to buy Cryptocurrencies on our Platform.

**Errors**

In the event of an error, whether via the VentureBay Platform, in a purchase Order confirmation, in processing your purchase, or otherwise, we reserve the right to correct such errors and revise your purchase transaction accordingly or to cancel the purchase and refund any amount received.

**Registration****Log-In credentials**

While you may always browse the public-facing pages of the Service without registering, in order to see the status of your investment, including any available performance information, you must create a VentureBay Account ("Account"), which enables access to our Investor Portal. You may only create

an Account and access the Investor Portal once you have satisfactorily completed the registration steps as follows:

- a. Completion of the Customer registration form found on the Platform,
- b. Provided the requisite AML and KYC information alongside any additional information or documents requested by us,
- c. Carefully read, understood and agreed to our [Privacy Policy](#), Risk Disclaimers and this Agreement.
- d. We reserve the right to carry out any additional security checks to the extent required by law to ensure all activity on our Platform is legal. We reserve the right to accept or reject any application for registration at our sole discretion and without notice to you. You will not be permitted to make a deposit under any circumstances until you have been granted access to a verified Account.

### **Account security**

You are responsible for the security of your Account, and for all activities that occur through the use of your credentials. You agree to notify us immediately at [support@VentureBay.online](mailto:support@VentureBay.online) if you suspect or know of any unauthorised use of your credentials.

### **Accuracy of information**

When creating an Account, you agree to provide true, accurate, current and complete information. You agree to update information about yourself promptly, and as necessary, to keep it current and accurate. We reserve the right to disallow, cancel, remove, or reassign certain usernames, emails and personal information in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Account if activities occur on your Account which, in our sole discretion, would or might constitute a violation of this Agreement, or an infringement or violation of any third-party rights, or of any applicable laws or regulations. If messages sent to the email address you provide are returned as undeliverable, VentureBay may terminate your Account immediately without notice to you and without any liability to you or any third party.

### **Confirmation of personal information and additional information as required**

1. Account Holders are required to provide personal information and documentation when opening a VentureBay Account, which personal information we may have verified through a third-party service. These procedures may require, among others, that mandatory KYC (Know your customer) and/or AML (Anti-money laundering) procedures be followed by VentureBay in such verification.
2. An Account Holder's acceptance of these Terms entitles VentureBay to perform such KYC or other verification procedures it may deem necessary without notice or forewarning to an Account Holder.
3. VentureBay also maintains an internal anti-money laundering policy ("AML Policy"). The AML Policy is a risk-based program founded on anti-money

laundry laws and implementing regulations, and guidance required by such laws. The AML Policy may be updated from time-to-time, including the procedures that we use to verify Account Holders' identities.

### **Restrictions on use of the service**

In using our Service, you agree not to:

1. take any action that imposes an unreasonable load on the Service's infrastructure,
2. use any device, software, or routine to interfere or attempt to interfere with the proper working of the Service, or any activity conducted on the Service,
3. attempt to decipher, decompile, disassemble, or reverse engineer any of the software comprising or making up the Service,
4. delete or alter any material that VentureBay or any other person or entity posts on the Service,
5. frame or link to any of the materials or information available on the Service, or download any of our Content,
6. alter, deface, mutilate, circumvent, or otherwise bypass any approved software through which the Service is made available,
7. use any trademarks, photographs, or other content belonging to us or obtained from the Service without our express written consent,
8. provide any false personal information to us,
9. create a false identity or impersonate another person or entity in any way,
10. create a new Account with us, if we have previously disabled an Account of yours,
11. restrict, discourage, or inhibit any person from using the Service, disclose personal information about a third person on the Service or obtained from the Service without the consent of that person, or collect information about Users of the Service,
12. gain unauthorised access to the Service, to other Users' Accounts, names, or personally identifiable information, or to other computers or websites connected or linked to the Service,
13. make available any virus, worm, spyware, or any other computer code, file, or program that may or is intended to disable, overburden, impair, damage, or hijack the operation of any hardware, software, or telecommunications equipment, or any other aspect of the Service or communications equipment and computers connected to the Service,

14. interfere with or disrupt the Service, networks, or servers connected to the Service or violate the regulations, policies, or procedures of those networks or servers,
15. violate any applicable federal, state, or local laws or regulations (including the laws of the jurisdiction in which you are located) or the terms of this Agreement,
16. assist or permit any persons in engaging in any of the activities described above, or

### **Support for cryptocurrencies, tokens and/or assets**

We retain the right, in our sole discretion, to determine whether to support transfer, store or offer a trading pair of a particular cryptocurrency, token or asset and may discontinue or terminate any support of any asset at any time for any or no reason. Unless otherwise required by law or law enforcement, we will make our best efforts to notify our Account Holder of our decision to cease to support an asset. If we cease to support transfer or storage of a specific asset, we will use commercially reasonable efforts to notify Account Holders at least 50 days prior so as to afford the Account Holder with an opportunity to transfer the asset from their VentureBay Account to an External Address prior to our support ceasing. If the Account Holder does not transfer the asset out of their VentureBay Account prior to the cessation of support for such Crypto by us, the funds associated with such Crypto may be lost due to the Account Holder's inability to access, transfer or otherwise control it. We will not be liable to the Account Holder for any losses, liability or expenses related to its decision to cease any support for any asset.

### **Orders and rebalancing**

#### **General**

All VentureBay Order instructions and associated trades are completed with the intention to be perfectly matched, however, given the inherent volatility in Cryptocurrency markets we cannot guarantee this. Due to trade sizing, some transactions require rounding in Order to complete a trade instruction.

#### **Risks of slippage**

Trade slippage may occur despite our best efforts to ensure accurate trade pricing. Slippage relates to buy, sell and rebalancing trades that are both manual and automatic in nature. In certain instances, slippage losses may occur on behalf of the Customer.

#### **Orders**

- a. All Orders are conducted in accordance with the electronic instructions issued by Users through the Platform. By using the VentureBay Platform, you agree to the following:
- b. You acknowledge and unconditionally consent to VentureBay processing a transaction for the use of the VentureBay Platform.
- c. You authorise VentureBay to transfer any deposited assets and/or funds to an offshore jurisdiction if needed, in order to enable us to act on your instructions with regard to transacting on our platform.



- d. You enable and provide consent to us to:
  - i. act as a digital agent and deal on your behalf,
  - ii. purchase or sell the Cryptocurrencies on your behalf,
  - iii. Bundle transactions with other Clients,
  - iv. authorise any transaction that may be required to purchase or sell the Cryptocurrencies,
  - v. rebalance and reconstitute your Bundle holdings.
  - vi. perform the Services under this Agreement, and
  - vii. enter into transactions on your behalf in order to fulfil our obligations.

#### **Irreversibility of transactions**

Each Order entered on the Platform is irrevocable and binding on the Customer. We cannot and will not reverse an Order to the extent that it has been matched with one or more other Orders.

#### **Matching of Orders**

When a User makes an Order, that Order is “matched” with an available Order in our Global Matching Liquidity Pool. The matching of Orders is subject to the following:

- a. The Platform will only perform full/complete Orders. There will be no partial Order fills. An Order that you make will be executed at the best available price that can be obtained.
- b. Where an Order has not been matched, we may in our sole and absolute discretion cancel the Order.
- c. We shall at all times be entitled to operate on the basis that each Order is correct and does not contain any errors.
- d. Each Order will be confirmed to the Customer using the Platform’s record-keeping functionality which can be viewed by the Customer using the Customer’s Account Portal.
- e. We record the details of every Order undertaken for a customer including the tracking numbers of all Cryptocurrency provided to a customer.
- f. VentureBay has the right at any time to refuse to accept a Customer’s Order without any liability

#### **Rebalancing and Reconstitution**

We reserve the right to periodically rebalance Your Funds according to our [Bundle Methodology](#) or at our sole discretion. In extreme circumstances, we reserve the right to halt or alter the rebalancing procedure at our sole discretion. Any rebalancing trades will be executed at market prices.

#### **Erroneous account crediting**

In the instance where you ascertain that either Fiat Currency or Cryptocurrency has been erroneously credited to your VentureBay Account, you agree to advise us of this as soon as reasonably possible to allow us to investigate, and if deemed necessary, debit your VentureBay Account in order to correct the error.

### **Bank cut-off times**

By using the Platform, you agree and acknowledge that banks have cut-off times, after which they will not accept same-day payment instructions. It is your sole responsibility to make yourself aware of and comply with any applicable cut-off times.

### **Sufficient reserve requirement**

You are required to retain sufficient Fiat Funds or appropriate Cryptocurrency in your VentureBay Account to satisfy any open Orders and applicable VentureBay Fees. In addition, there may be limits on the amounts that you are able to withdraw on a daily or other periodic basis.

## **Fees**

### **General**

A full list of VentureBay Fees can be found at [www.VentureBay.online](http://www.VentureBay.online). VentureBay may charge a fee payable by the User to VentureBay. All Fees defined above are paid to VentureBay in the form of the Fiat Currency or the Cryptocurrencies applicable to that particular transaction.

There are four types of Fees:

- i. a **deposit fee**, payable whenever a deposit in a fee bearing Fiat Currency or deposit method is completed, this is usually defined as a fixed amount or percentage of the transaction value,
- ii. a **trading fee**, payable on the purchase and sale of each Cryptocurrency or Crypto Bundle, that is normally defined as a percentage of the total transaction value,
- iii. a **rebalancing and reconstitution fee**, payable whenever a Crypto Bundle is rebalanced or reconstituted, that is defined as a percentage of the transaction value, and
- iv. a **withdrawal fee**, payable whenever a withdrawal is completed, that is defined as a fixed amount or percentage of the transaction value.

### **Withdrawal Fees**

We shall make withdrawal payments to you in full less any Fees (as defined on our fees page) unless:

- i. we are required by law to deduct sums in respect of taxation, or
- ii. we are or we will be owed amounts which are incurred in respect of transfer charges that may be levied.

### **Right to amend fee structure**

VentureBay reserves the right to change the fees from time to time at our sole discretion.

## **Funding**

1. In order to transact on our Platform, an Account Holder must first fund their Account. The digital currencies accepted on the Website may either be

Cryptocurrencies or Fiat currency in digital form, as accepted by us from time to time.

2. We do not permit any Account Holder to fund their Account by means of a cash deposit or cheque deposit. In this regard, should an Account Holder attend to depositing funds by means of cash or cheque, VentureBay shall charge a handling fee calculated as 20% of the total amount deposited. We also may charge to the Account Holder any and all bank fees incurred as a result of the funding.
3. An Account Holder may receive Cryptos into their VentureBay Account by using the Cryptocurrency address that is generated when selecting a Cryptocurrency to deposit. We are not responsible for any Cryptocurrencies that are sent to the incorrect address.
4. Depositing a Fiat Currency into your VentureBay Account shall only be permitted from a bank account held in your name, as Registered and Verified Account Holder by way of bank transfer, or certain credit and debit cards, as permitted by us from time to time.
5. Prior to funding your Account with Fiat Currency, you shall first obtain a deposit reference code to be used as a reference is that the funds may be identified and allocated to your specific Account. We take no responsibility for the incorrect allocation of funds in the event that the funding code is omitted or recorded incorrectly.

**Withdrawals:**

6. You, as an Account Holder, can withdraw Cryptocurrencies by transferring them from its VentureBay Account to an address not controlled by us. We are not able to reverse any transfers and will not have any responsibility or liability if the Account Holder has sent a Cryptocurrency to an incorrect address, improperly formatted, erroneous or intended for a different Cryptocurrency.
7. In order to withdraw Fiat Funds from your VentureBay Account, when, if and where permitted, an Account Holder will be required to create a Linked Bank Account which is required to be held in the name of the Account Holder. You may then withdraw Fiat Funds from your VentureBay Account into your Linked Bank Account. Under no circumstances shall an Account Holder be permitted to withdraw Cryptocurrencies or Fiat Funds into an External Address or Linked Bank Account which appears on a prohibited list, such as a government or international body sanctions list.
8. We will process withdrawals when requested by the Account Holder shortly after receipt of the requested withdrawal.
9. The Account Holder shall be responsible for:
  - a. paying all fees charged by any third-party service provider associated with any Linked Bank Account or External Address as well as for paying any fees charged by us for any transfer or service provided. We reserve the

right to change or update our fees at any time and will update these fees at the aforesaid link as and when may be required in its sole and absolute discretion. Cryptocurrency deposits from an external wallet to fund a VentureBay Account may incur substantial transaction or mining fees prior to reaching your VentureBay Account. These fees are not charged or levied by us and are borne solely by the sender and are subject to change without notice. We do not accept any responsibility for network-related charges,

- b. ensuring that any deposits or withdrawals are handled in compliance with VentureBay requirements or third-party service provider requirements,
- c. ensuring that the address to which any Cryptocurrency is to be transferred is properly formatted and suitable for the Cryptocurrency being transferred, and
- d. ensuring that there are no errors in any of the deposit or withdrawal instructions. In the event that an Account Holder fails to comply with any of these requirements the transferred Cryptos may be permanently lost.

10. VentureBay may impose limits on the amount of any deposits or withdrawals, or suspend or terminate the ability to transfer Cryptocurrencies into or out of an Account Holder's VentureBay Account in order to comply with applicable laws or regulations, an order from law enforcement or other governmental authority, or otherwise at VentureBay's discretion.

#### 11. Use of external entities

- a. For certain countries, VentureBay may use external entities, which may or may not be affiliated with VentureBay, for the purposes of successfully exchanging and/or trading Fiat Currency to Cryptocurrency, or vice versa, in order to fulfill your Order to withdraw from your Account.

#### 12. Payment deductions

- a. We shall make payments in the relevant Fiat Currency and Cryptocurrency to you and shall credit your Account in full unless:
- b. it is required by law to deduct sums in respect to taxation, or
- c. we are owed amounts which are incurred through transfer charges that may be levied.

#### 13. Acceptance of Responsibility

- a. By using the VentureBay Platform, you agree to the following:
- b. You warrant that you are fully responsible for any Cryptocurrency wallet that you have linked to your VentureBay Account for the purposes of receiving Cryptocurrency withdrawn from the Platform, and
- c. You warrant that you are fully responsible for any Cryptocurrency wallet that you use for the purposes of sending Cryptocurrency deposited to

your VentureBay Account. If you receive a deposit that you did not initiate, you must inform us at the first available opportunity after becoming aware of the deposit.

### **Rewards programme**

VentureBay reserves the right to offer promotional programs at our sole discretion. These programs are subject to the separate Promotional Terms and Conditions that can be found on the VentureBay Website.

### **No financial advice**

Under no circumstances does any information contained on the VentureBay Website, or provided to you through your VentureBay Account by any means or by any employee, agent or affiliate of VentureBay, constitute financial, investment or other professional advice.

You are solely responsible for any decisions to buy, sell or store Cryptocurrencies. Any such decisions ought to take into account your risk tolerance and financial circumstances. Always consult your legal or tax professional in relation to your specific situation.

### **Customer representations**

#### **Warrant**

You represent and warrant as at the date of each transaction that:

- i. you are acting as principal in respect of the Order and are not acting for another person,
- ii. you have full power and authority to enter into the Order and are the beneficial owner of all monies paid or to be paid free from any charge or encumbrance,
- iii. the information provided by you in relation to the Order (and all KYC and AML documentation provided by you) is, at the time of the Order, complete, accurate, current and not misleading and that any further information requested by us is complete, accurate, current and not misleading in all material respects,
- iv. you have not relied upon any representation or warranty given by any other person (including without limitation VentureBay) in entering into the Order, and
- v. if you are married in community of property, or become married in community of property, or any similar marital status, you confirm and warrant that your spouse is aware of the implications of using Our Platform. We will not be held liable for any ultra vires or unapproved actions, including if Cryptocurrencies are purchased or sold without proper marital consent.

#### **Commingling**

You acknowledge that invested funds may be commingled with those of other Customers of ours.

**Fiduciary rights**

You shall have no fiduciary rights or claims against VentureBay's banking partners, Cryptocurrency exchanges, or e-wallet service providers in respect of any of our funds held in such accounts.

**Interest payments**

You acknowledge that VentureBay is under no obligation to pay interest on any funds held on your behalf in any Account.

**Your conduct**

By using the VentureBay Platform in any capacity, you agree to the following:

**Malware**

You agree not to upload, post, email or otherwise send or transmit any material that contains viruses, Trojan horses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Platform.

**Password protection**

You agree and undertake to keep your username and password confidential, not to disclose your password to any other person and not to permit any other person to log in to the Platform using your username and password.

**Networks and Servers**

You agree not to interfere with the servers or networks connected to the Platform or to violate any of the procedures, policies or regulations of networks connected to the Platform, including these Terms and Conditions.

**General**

You also agree not to:

- i. attempt to reverse engineer or sell, export, license, modify, copy, distribute or transmit the VentureBay Platform to any third party, or jeopardise the correct functioning of the Platform, or otherwise attempt to derive the source code of the software (including the tools, methods, processes and infrastructure) that enables or underlies the Platform,
- ii. attempt to gain access to secured portions of the Platform to which you do not possess access rights,
- iii. impersonate any other person while using the Platform,
- iv. conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the Platform,
- v. resell or export the software associated with the Platform,
- vi. use the Platform to generate unsolicited advertisements or spam; or
- vii. use any automatic or manual process to search or harvest information from the Platform, or to interfere in any way with the proper functioning of the Platform.

**Restriction, suspension and termination**

By using and accessing the Platform, you agree that We reserve the following rights:

The right to refuse or prevent your access to the Platform in accordance with applicable laws for any reason at any time if in our sole and absolute discretion, you violate or breach any of these Terms,

The right to suspend, amend, disable or terminate your Account without giving you notice or any reason,

The right to cancel or amend any Order without notice to you. Where an Order is canceled or amended, we will effect a refund as deemed appropriate in our sole discretion,

The right to amend or update the Platform, fees, any Order, billing methods or these Terms, and

The right to report you to the relevant authorities or other judicial body if we believe in our sole and absolute discretion that your conduct whether in using the Platform, making an Order for any goods or otherwise is or may be unlawful.

## **Intellectual property rights**

### **License**

Our Service is licensed, not sold, to you for use only under these Terms. Subject to your complete and ongoing compliance with this Agreement, we will grant you a personal, limited, revocable, non-transferable license to access and use our Service solely for your personal use as permitted by this Agreement.

### **Content**

The content that you may access on or through our Service, including, without limitation, any text, graphics, photos, software, and interactive features, may be protected by copyright or other intellectual property rights and owned by us or one of our third-party licensors. You may not copy, reproduce, upload, republish, transmit, create derivative works of, publicly perform, or distribute any materials from our Service in any way without prior express written permission from a VentureBay team member. You may not modify or use any materials obtained from or available through our Service.

### **Marks**

The trademarks, design marks, service marks and logos used and displayed on our Service are our registered and unregistered trademarks or service marks. Other product and service names located on the Service may be trademarks or service marks owned by third parties. Nothing on the Service or in this Agreement should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on this Service without our prior express written consent. You may not use the Trademarks to disparage VentureBay or the applicable third party or in any manner, using commercially reasonable judgment, that may damage any goodwill in the Trademarks. You may not use any trademarks as part of a link to or from any service without our prior express written consent.

## **Rectification of errors in transactions**

We may, at its option and discretion, attempt to correct, reverse or cancel any withdrawal, deposit, transfer, purchase or sale transaction with respect to which we have discovered that there was an error, whether such error was by you, us or a third party. The Account Holder hereby authorises us to attempt any such correction, reversal or cancellation as contained herein. We provide no guarantee or warranty that any such attempt will be successful and will have no responsibility or liability for the error or any correction attempt.

## **Default of agreement**

### **General**

Without limiting any other provision contained herein, we reserve the right to terminate, close out or reverse an Order without notice to you if:

- a. you materially breach any of these Terms and Conditions or fail to comply with your obligations to us or are in breach of any statute, regulation, rule or guideline applicable to you or us, or
- b. it becomes or may become unlawful for us to maintain or give effect to all or any of the obligations under these Terms or otherwise to carry on our business or if we are requested to close out an Order by any regulatory authority whether or not the request is legally binding or we, in our sole and absolute discretion, consider it desirable or necessary to do so for your own protection, or
- c. in the event that you become unable to meet your obligations as they become due or have a bankruptcy petition or similar action presented against you or you propose a form of compensation arrangement to your creditors or if you cease or threaten to cease all or part of your business, or
- d. any of the events specified above or anything comparable thereto occurs under the laws of any applicable jurisdiction.

## **Security and asset custody**

Although we have taken measures to protect the information and Accounts of all our Users, we will not be responsible for any loss or consequences caused by your failure to comply with the below Account Security provisions.

### **Key storage**

We securely store your private keys, in a combination of online and offline storage according to first-grade security protocols. As a result of our security protocols, it may be necessary for us to retrieve private keys or related information from offline storage in order to facilitate a transaction in accordance with your instructions, and you acknowledge that this may delay the initiation or crediting of such transaction.



**Third-party access**

Whilst we have implemented commercially reasonable technical and organisational measures to secure your personal information from unauthorised use, we cannot guarantee that unauthorised third parties will never be able to defeat these measures. You acknowledge that you provide your personal information at your own risk. Full details may be found on our Privacy Policy page.

**User risks**

We implement industry standard protections. Nevertheless, there are account-level risks that are created by individual user actions. We accept no liability for user-level risks. By using our Platform, you agree to independently take safety precautions to protect your own Account and Personal Information.

**Sharing passwords**

You shall be solely responsible for the safekeeping of your VentureBay Account, password and relevant details and for all activities under your VentureBay Account.

**Account use**

You are the only person who may use and operate your Account. We reserve the right to suspend, freeze or cancel Accounts that are used by persons other than the persons whose names they are registered under. Accordingly, we will not take legal responsibility for these Accounts.

**Other**

You hereby agree that:

- a. You will notify us immediately if you are aware of any unauthorised use of your VentureBay Account by any person or any other violations to the security rules,
- b. You will strictly observe the security, authentication, dealing, charging, withdrawal mechanism or procedures of the Website/Services, and
- c. You will log out from the Website by taking proper steps at the end of every visit.

**Cryptocurrency title**

All Cryptocurrencies held in your Account are custodial assets held by VentureBay for your benefit. Among other things, this means that:

**Title and associated risks**

Your title to any Cryptocurrency shall at all times remain with you and shall not transfer to VentureBay. As the owner of Cryptocurrencies in your VentureBay Account, you shall bear all risk of loss of such Cryptocurrency. We shall not have any liability for fluctuations in the Fiat Currency value of Cryptocurrencies held in your Cryptocurrency Account.

### **Control**

You control the Cryptocurrencies held in your Account. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your Cryptocurrency by sending it to a different blockchain address provided that is managed and controlled by you.

### **Blockchain addresses**

In order to securely custody assets, we may use shared blockchain addresses, controlled either directly by us or an affiliated entity held on behalf of you and/or held on behalf of us. We shall not have any obligation to segregate Cryptocurrencies owned by you from Cryptocurrencies owned by other Customers or by any affiliate of VentureBay using blockchain address.

### **Consent to electronic communications**

By using the Service, you consent to receiving certain electronic communications from us as further described in the [Privacy Policy](#). Please read the Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications relating to the Service or this Agreement that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

### **Privacy and data protection**

You provide us with information when you register for an Account. We collect information relating to you, for example on your usage and purchase history. Any information that you submit or that we collect when you are using the Platform is subject to our [Privacy Policy](#), the terms of which are hereby incorporated into these Terms. After you have withdrawn your full funds balance from your VentureBay account your account data, including transaction histories, will remain accessible for the period of 5-years. Thereafter, your personal data may be deleted and removed from our database.

### **Feedback and complaints**

VentureBay continually seeks to evaluate and develop our product and welcome feedback from the user community. Any feedback submissions made to VentureBay or our employees about any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively "Feedback") are subject to the following terms, regardless of the contents of any accompanying communications. Accordingly, by sending Feedback to us, you agree that:

### **Obligations**

We have no obligation to review, consider, or implement your feedback, or to return to you all or part of any feedback for any reason.

## **Non-confidentiality**

Feedback is provided on a non-confidential basis, and we are not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way, and

## **Permissions**

You irrevocably grant us perpetual and unlimited permission to reproduce, distribute, publicly display, communicate to the public, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), make available, create derivative works from, retransmit from external sites, and otherwise exploit and use the feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody feedback, whether in whole or in part, and whether as provided or as modified.

## **Complaints**

If you feel dissatisfied with any aspect of our service, then in the first instance please contact us at [support@VentureBay.online](mailto:support@VentureBay.online)

We will immediately carry out an independent investigation of your complaint.

## **Dispute resolution**

### **Generally**

In the interest of resolving disputes between you and VentureBay in the most expedient and cost-effective manner, you and VentureBay agree that any dispute arising out of or related to this Agreement or your use of the Service will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This Agreement to arbitrate disputes includes all claims arising out of or in any way related to this Agreement or your use of the Service, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement. You understand and agree that, by entering into this Agreement, you and VentureBay are each waiving the right to a trial by jury or to participate in a class action and that this Agreement shall be subject to, governed by and construed in accordance with English law and the arbitration act of 1996.

### **Exceptions**

Notwithstanding Section 24.1 above, you and VentureBay 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.

### **Arbitrator**

Any arbitration between you and VentureBay will be governed by the Arbitration Act of 1996 and any **other relevant legislation** (collectively, "Arbitration Rules") of the **relevant authority ("acronym")**, as modified by this Agreement.

### **Notice Process**

You and VentureBay further agree:

- a. to attempt informal resolution prior to any demand for arbitration,
- b. that any arbitration will occur in South-Africa,
- c. that arbitration will be conducted confidentially by a single arbitrator, and
- d. that the courts in South-Africa, 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, 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 the South-Africa, without giving effect to any conflict of law 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 VentureBay will not commence against the other a class action, class arbitration or representative action or proceeding.

### **Jurisdiction**

Any dispute or claim arising out of or in connection with such matters, including non-contractual disputes or claims, will be subject to the exclusive jurisdiction of the courts of South-Africa.

### **No Class Actions**

You and VentureBay agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and VentureBay agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### **Modifications to this Arbitration Provision**

Except as otherwise provided in this Agreement, if VentureBay makes any future change to this arbitration provision, other than a change to VentureBay's address for notice, then you may reject the change by sending us written notice within 50 days of the change to VentureBay's address for notice, in which case this arbitration provision, as in effect immediately prior

to the changes you rejected, will continue to govern any disputes between you and VentureBay.

### **Enforceability**

If any court or competent authority decides that any part of these Terms are invalid, unlawful or unenforceable to any extent, such term shall to that extent only, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.

### **Limitation of liability and disclaimer of warranties**

1. The provisions in this section 25 apply to the fullest extent permitted by law. VentureBay, and their respective Affiliates, officers, directors, employees, agents, suppliers and licensors (collectively, "VentureBay parties") make no warranties or representations about the Service and any content available on the Service, including, but not limited to, the accuracy, reliability, completeness, timeliness, or reliability thereof. VentureBay parties will not be subject to liability for the truth, accuracy, or completeness of any content or any other information conveyed to any User, or for errors, mistakes or omissions therein, or for any delays or interruptions of the data or information stream from whatever cause. To the fullest extent permitted by law, as a User, you agree that you use the Service and any content at your own risk.
2. We do not warrant that our Service will operate error free.
3. The Service and all content are provided on an "as is" and "as available" basis without any warranties of any kind. To the fullest extent permitted by law, we disclaim all warranties, including, but not limited to, the warranties of title, merchantability, non-infringement of third-party rights, and fitness for a particular purpose.
4. In no event will any VentureBay party be liable for any special, indirect, punitive, incidental, or consequential damages, lost profits, or damages resulting from lost data or business interruption resulting from, or in connection with, the use or inability to use the Service and any content, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if such VentureBay party has been advised of the possibility of such damages

### **Third party disputes**

VentureBay is not affiliated with any service provider, or other third party service, and any dispute you have with any service provider, third party service, or other third party, including, without limitation, any other User of the Service, is directly between you and such third party, and, to the fullest extent permitted by the law, you irrevocably release VentureBay Parties from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

### **Indemnification**

To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless VentureBay Parties from and against any claims, actions, or demand, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your access to, use, or misuse of VentureBay Content or the Service. VentureBay will provide notice to you of any such claim, suit, or proceeding. VentureBay reserves the right to, at your expense, assume exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting VentureBay's defense of such matter, you shall at all times have the option to participate in the matter or litigation other than those governed by [Section 22](#) of this Agreement, including, but not limited to, participation through counsel of your own selection, if desired, at your own expense.

### **Termination of this agreement**

VentureBay reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Service at any time and for any reason without prior notice or liability. VentureBay also reserves the right to change, suspend, or discontinue all or any part of the Service at any time without prior notice or liability.

### **Contact us**

If you would like to contact us in connection with your use of the Service, please contact us by email at [support@VentureBay.online](mailto:support@VentureBay.online)

### **Disclaimer**

1. Before deciding to invest in a specific Cryptocurrency and/or Bundle, Investors should consider all information about the Crypto Product, trading history, risk profile, fees, other pertinent information and their entire financial situation. In doing so, you should bear in mind all aspects and factors including, but not limited to, the risk nature of the Crypto Product and their investment objectives.
2. When using Cryptocurrencies or Funds, you are aware that neither is a regulated investment product offered by VentureBay. A Bundle is not categorised under any investment services in the currently valid and applicable legislation. VentureBay does not provide any investment advice nor any investment recommendation within its Cryptocurrencies service. You are using VentureBay at your own risk and VentureBay and its Affiliates, employees and Users will not be liable for any losses that you may sustain as a result of you using Cryptocurrency related products. VentureBay does not guarantee the future performance of your investment, any specific level of performance and the success of any Cryptocurrency. Investment strategies are subject to various market, currency, economic, political and business risks. Investment decisions may not be profitable and may result in the loss of your entire invested amount. Past performance is not a guarantee or prediction of future performance.

3. In making a decision to invest in a Cryptocurrency, you understand that investing in Cryptocurrencies is highly speculative and that you could sustain significant losses. Please note that we are unable to provide any guarantee as to the performance of any particular investment, portfolio or strategy. You as an investor remain, at all times, solely responsible for both monitoring, selecting and assessing the suitability of the Cryptocurrencies you invest in and the overall performance of the asset(s).
4. To the fullest extent permissible by law, neither VentureBay nor any of our Affiliates will be liable for (i) any loss that you may suffer due to a Bundle that you elected to invest in or (ii) specifically any loss arising from any investment decision made or other action taken or omitted in good faith by any Crypto Bundle Manager. Nothing in these Terms will waive or limit any rights that you may have under any applicable laws which may not be waived or limited.

### **Risks**

1. You understand that Cryptocurrencies, the Platform, blockchain technology and any other associated and related technologies are new and untested and outside of VentureBay's exclusive control.
2. You understand that adverse changes in market forces or the technology thereof, broadly construed, will excuse VentureBay's performance under these terms.
3. You acknowledge that you have read and understood the Risk Disclaimers on the VentureBay website.

### **Regulatory status**

1. VentureBay is not a financial institution and is currently not under the supervision of any financial supervisory authority. VentureBay does not provide any licensed financial services, such as investment services, fund management, portfolio management or investment advice. Our crypto products are unregulated. VentureBay is closely following changes in legislation in the most relevant jurisdictions and undertakes to act accordingly if changes impact the operations of the Platform and/or any of our products.
2. This document and/or any other document produced and signed by VentureBay, as well as the Website, the Platform, and any of their content, does not constitute an offer or solicitation to sell shares or securities.
3. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended. VentureBay services and the Website and the Platform are not, do not offer, and shall not be construed as investment or financial products, but as a software application.

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2. All fees and charges payable by you are exclusive of any taxes, and if certain taxes are applicable, they shall be added on top of the payable amounts. Upon our request, you agree to provide us with any information we request to determine whether we are obligated to collect VAT from you, including but not limited to your VAT identification number. If any deduction or withholding is required by law, you will be required to notify us and pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, is equal to the amount we would have received if no deduction or withholding had been required. Additionally, you agree to provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.