

## TERMS OF USE OF CONSILIUM CRYPTO INC.

Please read carefully the terms of use (hereinafter “**Terms of Use**”) of CONSILIUM CRYPTO INC., company duly incorporated under the *Canadian Business Corporation Act*, whose registered office is located at 350-1, First Canadian Place, in the city of Toronto (M5X 1C1), province of Ontario, in Canada (hereinafter “**Consilium Crypto**”).

Consilium Crypto operates the website <https://consiliumcrypto.ai>, (hereinafter the “**Platform**”), providing institutional-grade trading & risk management tools for digital asset markets.

In deciding to use the Platform and Consilium Crypto’s services, the user, understood as the end user or organization you represent or work for (hereinafter the “**User**” or the “**Users**”) accepts without delay all the Terms of Use indicated below that govern the content and the running of the Platform, including the “**Privacy Policy**” of Consilium Crypto.

These Terms of Use have the effect of legally binding the User and Consilium Crypto (hereinafter the “**Parties**”). The Parties are entitled to invoke these Terms of Use and to take all appropriate and necessary measures to enforce them.

If the User does not accept these Terms of Use, or as the case may be, the Terms of Use as modified from time to time, he must stop using the Platform.

### ACCESS AND USE OF THE PLATFORM

If you browse the Platform, it means that you have read, understood and accepted the Terms of Use.

The Platform is available on all browsers.

### THE SERVICE

The Platform is accessible at all times. The Platform may be temporarily unavailable in case of updates or technical problems. Consilium Crypto is not responsible for any interruption of service or updating. Consilium Crypto will try to make the updates when the affluence of visits on the Platform is at its lowest.

Consilium Crypto does not guarantee that the Platform, or any portion thereof, will function on any particular hardware or devices. In addition, the Platform may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

Consilium Crypto reserves the right to add, delete and modify all content, or parts of it, on the Platform, except for the specific content of the User. Consilium Crypto cannot be held responsible for mistakes, typographical errors or bugs. Each User created in the system owns the content on his account. Consilium Crypto does not delete anything unless a User requests it.

The User undertakes, without limitation, to not:

- Use the Platform in a way that could damage, put out of service, overload or compromise the Platform;
- Disrupt security or otherwise abuse the Platform, or any service, resource systems, servers or networks connected to the Platform or sites affiliated or connected or accessible through them;
- Disturbing or disrupting the use or enjoyment of the Platform by other services or affiliated or linked sites;
- Download, view or otherwise transmit a virus or other harmful, disturbing or destructive computer file or program on the Platform;
- Use a robot, spider or any other automatic device or manual method to control or copy the Platform's pages or its content;
- Transmit e-mails, letter chains, spam messages or other types of unsolicited mass emails through the Platform; And
- Attempt to obtain unauthorized access to the Platform or portions of the Platform to which access is limited. In addition, the User agrees that he is solely responsible for any actions and communications undertaken or transmitted to or on his behalf, and all applicable laws regarding its use or activities on the Platform should be respected.

## **INTELLECTUAL PROPERTY**

Unless otherwise stated, all intellectual property rights (trademarks, copyrights, etc.) (hereinafter the "**Intellectual Property**") related to the Platform are the exclusive property of Consilium Crypto. The User cannot copy or use the material, structure, menu, appearance or characters that appear on the Platform without the explicit consent of Consilium Crypto.

Certain names, words, titles, expressions, logos, icons, graphs, drawings, domain names or other content displayed on the Platform may, among other things, be trademarks or commercial designations, whether registered or unregistered (for the purpose of the following Terms of Use, they are all referred to as "**Trademarks**"). These Trademarks are protected by Canadian and foreign laws applicable to trademarks and are, as the case may be, the exclusive property of Consilium Crypto.

Without limiting its scope, the Intellectual Property elements belonging to Consilium Crypto include, but are not limited to the following elements:

- All logos, drawings, graphs, marks (registered or not), symbols, texts, expressions, words as well as the general content on the Platform;
- All softwares, APIs and materials made available by the Platform;
- All databases made available by the Platform; and
- All the content offered by the Platform for free download.

Unless otherwise stated, all information provided on the Platform belongs to Consilium Crypto and is protected by the applicable laws. In addition, the information cannot be copied, displayed, distributed, downloaded, licensed, modified, published, reproduced, reused, sold, transmitted or used for derivative, public or commercial purposes, without Consilium Crypto's express and written authorization. Information is protected under copyright and trademark legislation in Canada and the countries hosting the Platform.

For further information regarding the authorization to use, reproduce or publish again any information displayed on the Platform, please contact us at the following e-mail address: **info@consiliumcrypto.ai**.

Nothing contained herein shall be construed as conferring any license or right to the User under the copyright or trademark laws.

Unauthorized download, retransmission, copy or modification of intellectual property or data contained on the Platform may contravene laws including trademark or copyright laws, and may expose the User to legal action.

Subject to applicable laws, content created, imported, submitted or stored by the User is the user's property and is responsible for ensuring that he has the rights to use it.

## **EXTERNAL LINKS**

By using a hyperlink, the User may leave the Platform to access external content (hereinafter "**External Websites**"). Consilium Crypto provides Users, in addition to its own content, links to External Websites solely for user friendliness and as information for the User. Consilium Crypto has no control over the content of these websites and is not responsible for their accuracy, completeness, authenticity, news or adequacy. Any liability of Consilium Crypto is excluded, in particular regarding direct or indirect damage or the consequences related to the use of the contents of these External Websites. Consilium Crypto has no influence on the contents of external websites to which the links refer and is free of any responsibility. Consilium Crypto does not require the transmission of information, does not select the recipients of the information transmitted or the information itself, nor does it change it. In addition, Consilium Crypto does not carry out any short-term automatic intermediate backup of these external links under the existing link creation and consultation method. Therefore, the responsibility for the content of External Websites accessible via external links rests exclusively with their operators.

In addition, Consilium Crypto cannot guarantee the absence of any violation of any law, including the absence of any infringement of copyright or trademarks or the rights of third parties by these External Websites or their content, nor there are no viruses or other harmful components.

There is no guarantee as to the authenticity of the documents available on the Internet.

## **SOCIAL MEDIA**

The following conditions apply when you access a social media page, user account, website, network or any application contained in them that has been designed and managed by a social media (individually, a "**Social Media**" and collectively, "**Social Media**").

### **General statement**

By using Social Media pages and submitting a comment, a picture, a video or other item, you (and your parent/legal guardian if you have not reached the age of majority in the territory or province where you reside) agree to be bound by the Terms of Use and Privacy Policy of Consilium Crypto and the terms of use of the third party suppliers of Social Media, and to comply with them. You also agree that Consilium Crypto will copy, edit, publish, translate and distribute your commentaries, photos, videos or other elements published on a Social Media, and this without any counterpart.

### **Terms of use of Social Media**

Some comments and other elements displayed on Social Media pages may not represent Consilium Crypto's opinions. For example, you agree not to publish or submit any information, publications, links or any other item of any kind on the Social Media pages that fall into one of the categories described below:

- Any defamatory content;
- Offensive;
- Counterfeit;
- Obscene;
- Misleading;
- Illegal;
- That otherwise violates the rights (including those related to the protection of personal information) of others;
- Any content that includes advertising;
- Promotional materials or any form of unwanted solicitation;
- Any content whose origin or source is falsified;
- Any financial or personal information about you or another person; and
- Any information that the Company deems to be in contravention of the Terms of Use.

Any information, message, link or item that, according to Consilium Crypto, belongs to one of the above categories will be deleted immediately, and this without liability to Consilium Crypto.

In addition, Consilium Crypto does not take responsibility for filtering messages published on Social Media.

Consilium Crypto disclaims any liability for entities that own or operate Social Media, including any loss or direct or indirect damage resulting from any action or decision taken by you or another social media websites.

## **NOTICE OF NON-RESPONSIBILITY, EXCLUSION OF WARRANTY AND COMPENSATION**

Consilium Crypto does not guarantee the accuracy, completeness, quality, relevance or content of the information on her Platform. This information is provided "as is" without any guarantee or condition whatsoever, except in territories that do not allow the exclusion of guarantees.

Consilium Crypto is not responsible for the content filed on the Platform by users and any damage that may result. Each User is responsible for the content they exchange on the Platform and cannot use the Platform for purposes contrary to applicable laws in Quebec and Canada.

Except in cases where the *Consumer Protection Act* is applicable, Consilium Crypto cannot be held liable for any direct, indirect, special, accessories and subsequent damages, or any other damage of any kind, including loss of revenue, profit or anticipated economic benefits resulting from the use or inability to use the Platform, the information, documents and software contained in it, with its content, even though Consilium Crypto has been warned of the possibility of such damage or even if such damage can be reasonably foreseen.

As a User, you will compensate Consilium Crypto, and, if applicable, its directors, its officers, shareholders, associates, employees, agents, consultants and other stakeholders of Consilium Crypto, and absolve them of any liability for all claims, liability, losses and costs (including legal costs) attributable to the use of the Platform and/or the violation of these Terms of Use, whether that violation of you or any third-party user of your account.

You may not use or export the information nor any copy or adaptation of the information in contravention of applicable laws or regulations.

## **APPLICABLE LAW AND COMPETENT COURTS**

The Platform and its content are managed by Consilium Crypto from its offices in the province of Ontario in Canada. The Platform and its content, these Terms of Use and your use of it are all governed by the applicable laws of Ontario and Canada, without giving effect to any principle relating to the conflict of laws.

You agree that all issues and disputes concerning the Platform and your use of it should first be brought in front of a mediator and, in the absence of compromise, decided by the courts of the province of Ontario.

In addition, any court decision that any provision of these Terms of Use is void or unenforceable has no effect on the other clauses.

## **CHANGING THESE CONDITIONS**

Consilium Crypto occasionally updates these Terms of Use. The continued use of the Platform is your agreement with regard to these Terms of Use and to its updates.

The User accepts and acknowledges that Consilium Crypto reserves the right, at any time and without prior warning, to modify, change or update the Terms of Use.

However, when the *Québec Consumer Protection Act* applies, Consilium Crypto will notify thirty (30) days before the amendment of these Users comes into force. If the User refuses these changes and wishes to terminate the contract, he will have no more than thirty (30) days after the amendments come into force to send a notice to Consilium Crypto and resolve, without charge or penalty, his obligations to Consilium Crypto.

If you object to any changes to these Terms of Use, please stop using the Platform. Consilium Crypto will try, as far as possible, to inform users of any changes made to these Terms of Use. However, it is your responsibility to review them regularly to be informed of any changes that may be made.

## **CONTACT PERSON**

If you have any questions or comments regarding any content of the Platform, please contact us at **info@consiliumcrypto.ai**.

# CONSILIUM CRYPTO PRIVACY POLICY

## INTRODUCTION

With the advent of new communication tools, it is necessary to pay special attention to privacy. That is why we, CONSILIUM CRYSTO INC. (hereinafter “**Consilium Crypto**”), are seriously concerned about the privacy of your personal information and are committed to respecting the confidentiality of the information we collect.

Consilium Crypto is committed to complying, in accordance with applicable laws, the obligations concerning the collection and processing of personal and confidential information obtained in connection with the operation of a business in order that everyone can benefit from privacy.

The privacy policy (hereinafter the “**Policy**”) describes the information that we may collect from users, who are understood to be the end user or the organization you represent or you work for (hereinafter the “**User**” or “**Users**”), in our activities, the purposes for which we collect it, and the circumstances under which we can pass them on to third parties. In addition, this Policy indicates the User’s rights to collect, use or disclose their personal information. Consilium Crypto agrees not to collect, use or disclose the User’s personal information other than in accordance with this Policy and applicable laws in Canada and Ontario.

## SCOPE OF THIS POLICY

When the User browses Consilium Crypto’s website (hereinafter the “**Platform**”), he agrees to the terms and conditions of this Policy. If the User continues to use the Platform after a new version of this Policy has been posted there, he consents to the changes and will be bound by them.

The information we collect is necessary when we provide a service to the User he has requested. By providing us with this information, the User consents to it being collected and used in the manner defined in this Policy.

## COLLECTION OF PERSONAL INFORMATION

Consilium Crypto may obtain personal information from the User when he safeguards personal information on the Platform, or, if necessary, by otherwise transmitting personal information, including creating a User account and choosing a password, logging in as a User registered with the Platform, launching a product search, requesting a service, providing information in their account, communicating with us by phone, email or otherwise, or by filling out a form to participate in a contest, an inventory application, a promotion or a survey.

We collect the following information from the User, when they sign up:

- Last name and first name;

- Phone number; and
- Email.

The User's personal information will not be retained beyond the reasons for the collection. Data deletion occurs when the User deletes his account. The User will then have thirty (30) days to recover his data, otherwise Consilium Crypto will delete it permanently.

The Platform is designed for use by adults only as understood in the province of Ontario. Consilium Crypto does not knowingly collect personal information from persons under the age of 18.

For more information on the protection of your personal information and your related rights, you may contact the Office of the Privacy Commissioner of Canada or the Information and Privacy Commissioner of Ontario.

- Office of the Privacy Commissioner of Canada [www.privcom.gc.ca](http://www.privcom.gc.ca)
- Information and Privacy Commissioner of Ontario <https://www.ipc.on.ca>

## **FORMS AND INTERACTIONS**

The User's personal information may be collected through forms, i.e.:

- Registration on the Platform Form;
- Resources download Form;
- Contact Form; and
- Assistance Form.

Consilium Crypto also uses cookies, as shown in the “**Automatically Exchanged Data**” section. Consilium Crypto can also keep a record of the product of interests to the User and obtain information about it from current or future divisions or companies that are part of Consilium Crypto.

Consilium Crypto may use the User's personal information to:

- Process User requests and orders and answer their questions;
- Stay in contact with the User and provide him with a personalized service at all time; and
- Conduct market and performance research to assess the customer service, measure the performance, enhance the experience provided to the users and improve the products.

If the User does not subscribe to our newsletter, he will not receive any emails from Consilium Crypto, except in specific cases (e.g. tracking or expiry of his subscription, followed by his free trial, participation in a contest, etc.).

User's information is also collected through the interaction that can be established between the User and the Platform and can be used for the following purposes:

- Provide services to the User;
- Providing personal information to business partners;
- Manage customer relations and business relationships; and
- Sending information letters.

## **ADVERTISING INFORMATION**

Consilium Crypto will only contact you if you wish. If you prefer not to receive any advertising information from us or if you do not want us to use your personal information to enhance your experience as a User, please let us know by contacting contact in the “**Right of opposition and withdrawal**” section.

Do not forget to include your full name and the email address you used when you registered or made a purchase with us. There may be a processing time for an email or mail request, and you may continue to receive communications from Consilium Crypto in the meantime.

## **THIRD-PARTY SERVICES**

Consilium Crypto will be able to use third-party services in the management of its business and its Platform. In no way is Consilium Crypto liable for any harm that may have come from these third-party services. To find out the terms of use of these services, we invite the User to consult their respective website.

Consilium Crypto prohibits and is not responsible for the resale or use by third parties of the opt-ins obtained through the Platform by event organizers. If you have agreed to share your contact information with partner organizations, then we will share them with them. We do not sell or rent our lists.

## **AUTOMATICALLY EXCHANGED DATA**

We collect certain information when exchanging between the User's computer and our server. Cookies allow the User to connect to the Platform. This is mainly the following information :

- Domain name;
- IP address;
- Navigation history; and
- User's language.

Most of the information transmitted automatically does not allow us to know the identity of the User. They are only collected because of the technological requirements inherent in Internet browsing. Most browsers automatically accept cookies, but it is usually possible to change this

behaviour. However, if the User chooses to refuse witnesses, he may not be able to identify himself or use certain functions of the Platform.

The use of such information allows us to improve the service, to personalize the User experience and better track a request and order.

This information is also used for:

- Process User requests and orders and answer their questions;
- Stay in contact with the User and provide him with a personalized service at all time; and
- Conduct market and performance research to assess the customer service, measure the performance, enhance the experience provided to the users and improve the products.

These control files are multiple, some expire when the User closes his browser and no longer have any effect while others can be retained.

## **INTERNATIONAL COMMUNICATIONS**

In some situations, user data may pass through servers outside of Canada. The User recognizes this and absolves Consilium Crypto of the consequences of such a transfer.

## **SHARING PERSONAL INFORMATION**

Consilium Crypto undertakes not to market personal information collected without the User's express consent. The only situation where personal information can be sold is a partial or total transfer of the business to a third party. In such a case, the information transferred as assets of Consilium Crypto will be subject to the same guarantees as that of this Privacy Policy.

Unless otherwise stated in this Policy, the personal information that the User provides will not be passed on to third parties without his permission. However, we sometimes share this information with partners.

If the User does not wish to have his personal information shared with third parties or partners, he or she may object at any time, as mentioned in the next section.

## **RIGHT TO OBJECT AND WITHDRAW**

We are committed to offering the User a right to object and withdraw their personal information.

The right of objection is defined as the opportunity for Users to refuse to have their personal information used for certain purposes mentioned at the time of collection.

The right to withdraw is defined as the ability of Users to request that their personal information no longer appears, for example, in a mailing list.

The User is also entitled to request access to the personal information we have collected about him and to correct it as necessary by contacting the contact person, whose contact information will be found in the section "**Contact person**" below.

## **ANTI-SPAM LAW**

Consilium Crypto complies with the dispositions of the *Canadian Anti-Spam legislation* (CASL). To withdraw your consent or to stop receiving electronic information or communication, please contact us at the following e-mail address: **info@consiliumcrypto.ai**.

## **SECURITY**

The personal information that Consilium Crypto collects is stored in a secure environment. Consilium Crypto has taken appropriate measures to preserve the confidentiality of personal information and protect it from loss or theft, as well as access, communication, reproduction, use or modification including their sensitivity and the purposes for which they are employed. In addition, Consilium Crypto requires that each employee, agent or representative of Consilium Crypto comply with this Policy.

To ensure the security of the User's personal information, Consilium Crypto uses, among other things, the following measures

- SSL (Secure Sockets Layers) protocol;
- Protected access to servers and computers;
- Confidentiality agreements with its employees;
- Use of password-protected data networks; and
- Encrypted and secure electronic communications.

Consilium Crypto is committed to maintaining a high level of security by integrating the latest technological innovations to ensure the confidentiality of the User's transactions in order to ensure the protection of his data and prevent them from being accessed, used or disclosed without authorization.

However, as no mechanism provides maximum security, there is always a risk when using the Internet to transmit personal information. If a password is used to protect the User's account and personal information, it is his responsibility to keep it confidential.

## **CONTACT PERSON**

You may exercise your rights provided in this Policy or you may address any other question or complaint regarding Consilium Crypto's privacy practices by contacting us:

E-mail: [info@consiliumcrypto.ai](mailto:info@consiliumcrypto.ai)

## **AMENDMENT OF THIS POLICY**

We occasionally update this policy. The continued use of the Platform is the User's agreement with regard to this Privacy Policy and its updates.

The User accepts and acknowledges that Consilium Crypto reserves the right, at any time and without prior warning, to modify, change or update the Policy.

However, when the Consumer Protection Law applies, Consilium Crypto will notify thirty (30) days prior to the entry into force of the modification of the present Users of the Platform. If the User refuses these changes and wishes to terminate the contract, he will have no more than thirty (30) days after the amendments come into force to send a notice to Consilium Crypto and resolve, without charge or penalty, his obligations to Consilium Crypto.

If the User has any changes to this Policy, he must cease all use of the Platform. Consilium Crypto will attempt, as far as possible, to inform users of any changes made to this Policy. However, it is the User's responsibility to review them regularly to be informed of any changes that may be made.