

## TERMS OF USE

Terms of Use Disclaimer

## USER AGREEMENT

Last updated: July 23, 2021

My Valuable Player, Inc. (or "MVP") is a corporation registered and authorized to do business in the Philippines with office address at 2634, 26th Floor, SMDC Green Residences Taft Avenue, Manila, Philippines.

The terms "MVP", "Company", "we", and/or "our" shall refer to My Valuable Player, or any of its products or services. The terms "Services" shall refer to any account(s), or product(s), or service(s) availed pursuant to the terms and conditions set herein (the "Terms and Conditions"). The word "you" refers to the user of the Services.

By signing up, opening an account, and/or logging in to your account, you agree to be bound by the Terms and Conditions and all applicable laws, rules and regulations; and you warrant to be fully and wholly bound by these Terms and Conditions in your own free will and deed; and that you fully understand and acknowledge the contents, meaning, implications and effects of the same without limitation or qualification. You warrant that you would not use or access our Services if you had any claim or reservation against any matter in these Terms and Conditions. MVP may amend and/or revise these Terms and Conditions at any time by posting and updating this page. You are bound by any amendments and/or revisions made by the Company, and you should periodically visit this page on which we supply content, products or services available (the "Platform") to review and be updated on any changes made herein to which you are bound.

PLEASE READ THE ENTIRE TERMS AND CONDITIONS CAREFULLY.

IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, YOU SHOULD NOT SIGN UP, OPEN AN ACCOUNT, AVAIL OF ANY SERVICES AND/OR ACCESS THIS PLATFORM.

## TERMS AND CONDITIONS

### 1. GENERAL POLICY

- a. You are required to register on the Platform if you want to use or avail of any of the Services.
- b. By signing up and opening an account with MVP, you affirm that you are at least eighteen (18) years old, and have all the legal capacity to act and enter into an agreement with MVP. Furthermore, you bind yourself to submit the needed documents pursuant to the Company's requirements, including those in relation to the Company's Money Laundering and Terrorist Financing Prevention Program and Know-Your-Customer Policy and as required by law.

c. You are bound by these Terms and Conditions the moment you register as a user of the Platform.

## 2. DEFINITION OF TERMS

a. Account refers to the relationship you have established with MVP, which enables you to conduct a range of transactions such as, but not limited to, placing orders, trading, cashing in and cashing out, as well as sending and receiving of physical assets.

b. Anti-Money Laundering Council (AMLC) refers to the government agency authorized to receive, review, and investigate any covered or suspicious transactions.

c. Bangko Sentral ng Pilipinas (BSP) refers to the government agency authorized to supervise and regulate financial institutions.

d. Downtime refers to a period when the MVP platform is unavailable to use due to system or machine error such as, but not limited to, system update, regular maintenance, loss of power, and other similar incidents.

e. Exchange refers to the platform owned by the Company where users can trade physical assets.

f. Fiat Currency refers to government-issued currency that is designated as legal tender in its country of issuance through government decree, regulation, or law.

g. Order refers to instruction, sent through the Exchange, to buy, sell, exchange or trade physical assets.

h. Securities and Exchange Commission ("SEC") refers to the government agency authorized to regulate and supervise corporations registered within the jurisdiction of the Philippines.

## 3. ACCEPTABLE USE POLICY

a. The Platform and its Services, as well as all the copyright, trademark, patents, and other intellectual properties and any documentation, and any portion thereof, complete or incomplete remain to be the sole property of the Company and/or its licensors. Without the express written consent of the Company, you shall not cause the Platform and its Services and its documentation to be copied, reproduced, translated, exhibited, transmitted, transferred, assigned, marketed, licensed, leased, or sold in any manner or in any form.

b. You may not modify, reverse engineer, translate, decompile, or disassemble the Platform and its Services or any of its parts, derivatives, and forms.

c. You agree to be bound by the following acceptable use policies:

i. You shall use the Platform, any and all of the Services only for their intended purpose, and in accordance with all applicable laws, regulations, and other guidelines issued by government agencies.

ii. You shall refrain from seeking to gain unauthorized access or exceed authorized access.

iii. You understand and agree that the Company may require you to divulge the nature of the transaction being facilitated by your use of the Platform and our Services if the Company determines, at its sole discretion, that it is necessary to comply with any applicable law.

iv. You shall refrain from using the Platform and any and all of the Services for the following purposes:

- To violate any law, regulation, or issuance by any competent legal authority;
- To facilitate the sale of any object that is outside the commerce of men;
- To facilitate transactions involving illegal drugs, drug paraphernalia and other controlled substances in accordance with applicable law;
- To cause any harm or damage any part of the Platform or Services;
- To cause any harm or damage to any user of the Platform or Services;
- To facilitate transactions involving the sale of products which endanger the safety, health, and well-being of individuals;
- To facilitate transactions that encourage or incentivize illegal activities;
- To facilitate transactions involving stolen, smuggled, or otherwise illegally acquired goods and/or services;
- To facilitate transactions involving firearms, explosives, ammunition and any other weapon or accessories of the aforementioned items that are prohibited under applicable law;
- To facilitate the infringement of any intellectual property right;
- To facilitate Cybercrimes as defined in R.A. 10175 and other applicable laws;
- To facilitate Child-Pornography as defined in R.A. 9775 and other applicable laws;
- To facilitate prostitution and other sexually-oriented services;
- To facilitate transactions relating to pornography;
- To facilitate money-laundering as defined in R.A. 9160;
- To facilitate terrorism financing or terrorist acts as defined in R.A. 10168;
- To facilitate “get rich quick” schemes, pyramid schemes, or Ponzi schemes;
- To facilitate bribery or corruption of public officers;
- To facilitate any form of ethical, legal, or illegal hacking; and
- To facilitate any form of larceny, theft, robbery, or embezzlement.

#### 4. ADHERENCE TO TRADING RULES

You understand and agree that by opening an Account, signing up or transacting, you are obliged to adhere and observe the Trading Rules imposed by MVP. The Company reserves the right to suspend or terminate your MVP account if it finds that you have violated such rules and regulations.

## 5. RISK DISCLOSURE

You understand and agree that holding Physical Assets comes with risks as the price and value of such assets are subject to market forces. The prices may change rapidly and potentially cause great losses to you. MVP has no control over the pricing and valuation of physical assets, and as such, the Company shall not be liable for any losses you may incur in transacting, dealing, or trading your physical asset. By signing up, you understand and agree that you are transacting in Physical Assets at your own risk.

## 6. AMENDMENTS AND REVISIONS

You understand and agree that MVP reserves the right to amend, revise, update and/or make changes in the terms and conditions as it deems fit. Any changes or updates will be effective immediately upon posting to the Platform. By logging in to your Account, you affirm that you have read and agreed to any update(s), amendment(s), or revision(s) made herein. You must visit this page to see changes to which you are bound. Under certain circumstances we may also elect to notify you of changes or updates to our Terms and Conditions by additional means, such as pop-up or push notifications within the Services or email.

## 7. GOVERNING LAWS AND JURISDICTION

a. You understand and agree that the Terms and Conditions herein shall be governed by and construed in accordance with applicable laws of the Republic of the Philippines, and you agree to submit yourself to the non-exclusive jurisdiction of courts in the Republic of the Philippines.

b. All applicable laws, circulars, rules and regulations, and guidelines of the Bangko Sentral ng Pilipinas (BSP), Anti-Money Laundering Council (AMLC), Securities Exchange Commission (SEC), and such other regulatory bodies shall be deemed incorporated into these Terms and Conditions. As such, you agree that your Account, and Services availed from MVP shall be governed by all applicable laws, circulars, rules and/or regulations issued by any regulatory bodies or agencies in the Philippines.

## 8. NOTIFICATION AND COMMUNICATION

All communications sent by the Company through the Platform, mail, email, SMS, social media accounts, websites, or any other forms of communication shall be deemed to have been fully delivered to you. MVP reserves the right to elect the most appropriate and effective way of communicating with you. You understand and agree that MVP will send notifications, statements, and/or other matters to your last known mailing or electronic mail address on

record. MVP may also communicate with you through a short messaging service (SMS) to the last known mobile phone number appearing on our records. Your contact information on record is deemed updated every time you access or log on to your account.

## 9. REPRESENTATION AND WARRANTIES

a. By accessing our Services, you warrant that:

i. You understand and agree that you have all the appropriate approvals, and authorization necessary to enter into an agreement with MVP.

ii. You also agree not to misuse, abuse, nor subject any part of your account, the Platform, other products or services for purposes other than its intended use.

iii. You affirm that all information, data, and documents which you provided or submitted to MVP are complete, accurate, and true to the best of your knowledge, and you shall immediately inform the Company, in writing, of any changes.

iv. You also affirm that nothing in these Terms and Conditions shall interfere with or will result in a breach of any other agreement you are bound with.

v. The Company will not be liable for the effects, results, functions, uses, or reliability of any of our Services if such warranties are not made.

b. MVP

i. MVP does not warrant and/or guarantee prices of digital assets. You understand and agree that prices of digital assets may rapidly change, increase, decrease or potentially fall zero. MVP does not warrant and/or guarantee any income, interest, or the like arising from any transaction in using the Platform and its Services.

ii. MVP has no control over the products and/or services paid for using this Platform. The Company does not warrant or guarantee that other users you are dealing with will complete a transaction. MVP makes no representation or warranties regarding timelines for complete processing of one transaction as these are dependent upon several factors outside the Company's control.

iii. Furthermore, MVP does not warrant the accuracy, adequacy, or completeness of any information and materials found in the Platform and its Services, and expressly disclaims liability of errors or omission of such information. No warranty is given that the Platform and its Services is free from any virus or other malicious, destructive, or corrupting code, or program. MVP also does not warrant uninterrupted access to any information in the Platform and its Services, or that it will be free from any errors. We make no warranties or representations, express or implied, as to the timeliness, accuracy, quality, completeness or existence of the content and

information posted in the Platform and its Services. We make no warranties or representations, express or implied, for technical accessibility, fitness or flawlessness of the Services. We make no warranties or representations that your use of content and information posted on the Services will not infringe rights of third parties. Linked websites are not maintained nor sponsored by MVP, but merely placed for your convenience; such websites should only be accessed at your own risk.

## 10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

You agree, consent, permit, and authorize MVP to process, store, and/or disclose, all information related to your account whether personal, sensitive, and/or privileged with: (a) third persons and entities engaged by the Company to facilitate account administration and/or implementation; (b) MVP's subsidiaries, affiliates, or such other related companies, to assist the Company in the collection, recording, organization, storage, modification, retrieval, use, consolidation, blocking, erasure, destruction of data, administration, implementation, and servicing of accounts, other products, and facilities; (c) Philippine or foreign government regulatory and/or enforcement agencies for reports relating to your account history including but not limited to your past dues, limit breaches, covered and suspicious transactions, and other reports ordered by such regulatory/enforcement agencies; (d) third parties or entities engaged by the Company, its parent Company, subsidiaries, affiliates or such other related companies under the duty of confidentiality to offer other products and services; (e) service providers or the like entities engaged by the Company to assist in the administration and/or maintenance of its products, facilities, and services; (f) government bodies or agencies having regulatory supervision over MVP; (g) such other persons or entities that the Company may deem to have authority or right to receive disclosure of information such as but not limited to (i) payment channels; (ii) banks and/or remittance companies; and (iii) outsourcing agents for the completion of KYC Policy, and other functions which may be outsourced such as but not limited to printing, processing and distribution of statement of accounts.

Your consent shall likewise be deemed to extend agreement on any law subsequently enacted pertaining to the processing, storing, sharing, updating, and disclosure of any personal information or such other information that may be required for the purposes enumerated above.

## 11. DATA PRIVACY

a. You understand and agree that MVP will be collecting information including but not limited to personal information. You can only access this website with respect to your personal information. You are not allowed to access the personal information of persons other than yourself.

b. MVP Data Privacy Policy explains the process of collecting, protecting, using, sharing, storage, retention and disposal of personal information of its customers, and is deemed to be incorporated in these terms and conditions. It also includes the rights of the clients about their

personal and other information which were provided as required in the opening and maintaining of the MVP account.

c. You understand and agree that MVP reserves the right and authority to retain all the information you disclosed to the Company subject to all applicable laws, rules and regulations pertaining to retention periods. Furthermore, the Company reserves the right to delete, destroy, or otherwise dispose of all information in any manner allowed by law without notice.

## 12. COPYRIGHT AND TRADEMARKS

a. The Service is protected to the maximum extent permitted by copyright laws, other laws, and international treaties and/or conventions. Content displayed on or through the Platform and Service is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, other laws, and international conventions. You understand and agree that all information you see and/or read on this website is copyrighted unless otherwise disclosed. You agree not to copy, use, and/or distribute any information, in any manner, without the written approval of MVP except when this Terms and Conditions expressly allows you to. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service. MVP neither warrants nor represents that your usage of any materials displayed on this website will not infringe the rights of third parties.

b. All trademarks, service marks, trade names, logos, and icons displayed on this website are registered and unregistered marks of MVP. You shall not reverse engineer, decompile, or disassemble such trademarks and nothing in this website should be construed as a grant of any license or right to use any mark displayed on this website without written consent of MVP. Our intellectual property rights to our resources in any of its forms, including the Company logo, belong to us and may not be used without our express written consent.

## 13. DISPUTES, RESOLUTIONS AND LIABILITIES

### a. Provision of Service

i. MVP shall provide services in an “as is” and “commercially available” condition and does not offer any form of warranty with regards to the Service’s reliability, stability, accuracy and completeness of the technology involved. MVP shall be deemed as merely an avenue of transactions where physical asset information can be acquired and transactions related to the same can be conducted.

ii. MVP has no control over quality, security or legality of the physical asset involved in any transaction, truthfulness of the transaction information, or capacity of the parties to any transaction to perform their obligations under the rules.

iii. You must carefully consider the associated investment risks, legal status and validity of the transaction information and investment decisions prior to your use of the MVP Services provided.

b. Limitation of Liability

You acknowledge and agree that, MVP shall not be liable for any of your losses caused by any of the following events, including but not limited to:

- i. Losses of profits, goodwill, usage or data or any other intangible losses;
- ii. Use or failure to use MVP Service;
- iii. Unauthorized use of your account or unauthorized alteration of your data by third parties;
- iv. Your misunderstanding of MVP Service; and
- v. Any other losses related to MVP Service which are not directly attributable to the Company.

In no event shall MVP be liable for any failure or delay of service resulting from regular network maintenance or external factors such as power failure, natural disaster, service provider-side problems or governmental acts.

c. Indemnification

You agree to indemnify and hold harmless MVP, its affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims and damages, including attorneys' fees, fines or penalties imposed by any regulatory authority arising out of your breach or our enforcement of this Agreement. This shall also apply to your violation of any applicable law, regulation, or rights of any third party during your use of the MVP's Service.

d. Termination of Agreement

You agree that we have the right to immediately suspend your account (and any accounts beneficially owned by related entities or affiliates), freeze or lock the funds in all such accounts, and suspend your access to the Exchange if we suspect any such accounts to be in violation of the Terms of Service, Privacy Policy, AML/CTF acts or any applicable laws & regulations. MVP shall have the right to keep and use the transaction data or other information related to such accounts. The above account controls may also be applied in the following cases:

- The account is subject to a governmental proceeding, criminal investigation or other pending litigation;
- We detect unusual activity in the account;



- We detect unauthorized access to the account
- We are required to do so by a court order or command by a regulatory/government authority

MVP shall have the right to directly terminate this agreement by cancelling your account, and shall have the right to permanently freeze and/or cancel the authorizations of your MVP account and withdraw thereof the corresponding MVP account under any of the following circumstances:

- after MVP terminates services to you,
- you allegedly register or register in any other person's name as an MVP user again, directly or indirectly;
- the main content of user's information that you have provided is untruthful, inaccurate, outdated or incomplete;
- when this agreement and its corresponding rules or annexes, is amended, you expressly state and notify MVP of your unwillingness to accept the amended service agreement;
- any other circumstances where MVP deems it should terminate the services.

#### 14. INDEMNITY

a. You will indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from and against any and all claims, demands, judgments, costs, awards, expenses (including reasonable attorneys' fees) and liabilities, and damages of any kind arising out of or related to: (a) your breach or alleged breach of these Terms and Conditions, use of any of MVP's services, or any representation, warranty, and/or covenant made by you; and (b) any breach or alleged breach of any applicable laws by you or any of your representatives.

b. MVP is released from any claims, demands, and damages of any kind arising from disputes between you, third persons or other user(s) of the products and services offered by the Company.

#### 15. NO INVESTMENT ADVICE

a. You understand and agree that the information on this site is solely intended to inform users of the nature of MVP's business, products and services. It is not intended, and does not constitute any form of investment advice, or legal or tax advice, or an offer to purchase or invest in any kind or type of physical asset. Any information on this site should not be construed as an

endorsement, recommendation, or sponsorship of any company offering to sell or purchase physical assets.

b. You also understand and agree that there are inherent risks in relying, using or retrieving any information from this site. MVP encourages you to evaluate any information you may encounter from this site and to seek help or guidance from appropriate professionals to evaluate any product, service or opinion.

c. You understand and agree that MVP is designed to integrate services by its clients' other physical asset exchanges, or banks, or financial institutions, not to replace their services. MVP may, from time to time, advise you regarding non-investment matters but you must only rely on your professional adviser rather than any information MVP shares.

d. You acknowledge that any requests for information are unsolicited and any information provided shall neither constitute nor be construed as investment advice by MVP to you, nor constitute the formation of an investment advisory relationship, or any other client relationship. MVP advises you to seek independent advice from a qualified professional.

e. You further understand and agree that MVP does not guarantee suitability or potential value of any physical asset, or information source.

## 16. PHYSICAL ASSETS

a. MVP supports specific Physical Assets. The Company reserves the right to elect which physical assets will be available, and it may change the same from time to time. The Company shall not be held liable for any damage or loss you may incur by transacting or attempting to transact a Physical Asset which it does not or ceases to support.

b. MVP shall not reverse or cancel any Physical Asset accepted and/or confirmed on the Exchange, but the Company reserves the right to reverse or cancel any potential high-risk transactions, including those made using reversible payment methods.

## 17. ASSUMPTION OF RISK

a. You accept the risks associated with the use of MVP's online Platform and its Services in transacting Physical Assets such as, but not limited to:

- Failure of software;
- Hacking of servers;
- Failure or interruption of internet connection;
- The introduction of malicious software;
- Failure of security of your Wallet address and Private Keys;
- Exchange Rate fluctuations;
- Failure or refusal to provide functionality to Physical Assets particularly those involving technical changes to any Physical Assets;

- Failure of communication; and
- Service disruptions.

b. To mitigate these risks the Company will exert reasonable efforts to secure its system and to verify the accuracy of the information in the Platform and its Services.

## 18. ACCOUNT OPENING, MAINTENANCE, AND CLOSURE

### a. Account Opening

i. You must register to be given an Account.

ii. You understand and agree that upon signing up with MVP you are at least eighteen (18) years old (or of legal age in the place where you reside) and have all the legal capacity and consent to understand the risks involved in transacting physical assets, and to enter into an agreement with MVP.

iii. You further understand and agree that to transact, buy and/or sell physical assets through MVP, you shall provide the required documentary requirements, and shall undergo identity verification. You also authorize MVP to make necessary inquiries to validate the information you provided.

iv. You understand and agree that if you are a student of at least eighteen (18) years old, who has never been employed, whether part time or full time, either through self-employment or employment by any entities in exchange of monetary and other benefits, you shall only be allowed to open an account with MVP provided that all the necessary information and documentary requirements under the Company's KYC Policy are met. Provided further, that you are only allowed to upgrade your limit up to Tier 2 as defined in the Platform and its Services.

v. You understand and agree that if you are not a Filipino, you shall only be allowed to open an account with MVP provided that all the necessary information and documentary requirements under the Company's KYC Policy are met. Provided that you are only allowed to upgrade your limit to Tier 2 as defined in the Platform and its Services. Provided further that Cash-Out options shall be limited to interbank transfer to a Philippine-based bank or over the counter transactions within the Philippines.

vi. You understand and agree that opening an Account with MVP does not constitute opening a bank account, and that the services being provided by MVP are not financial instruments. As such, you are not entitled to be paid any interests, and no government insurance is extended to protect your Account.

vii. You understand and agree that your Account is personal and non-transferrable. You are only entitled to open one account under your verified name and identification documents. MVP reserves the right to suspend or close any or all multiple accounts you may or are suspected to

have been opened even without prior notice. You also understand and agree that you are the sole person who should know the password, and other authentication key to your Account. You should not share or disclose your password to anyone. MVP shall not be liable for any loss or damage arising from your negligence in protecting your Account. You understand and agree that you have sole responsibility in ensuring your Account's security.

viii. MVP reserves the right to refuse any account opening, transaction, or order if you are in violation of these Terms and Conditions, if required by law, if ordered by court or any regulating or enforcement agency, or if the Company has reasonable belief that your order or transaction is erroneous, invalid, or otherwise suspicious. The Company further reserves the right to refuse account opening, transaction, or order, even after funds are debited from your account if it suspects that the transaction is involved or highly related to money laundering, financing of terrorism, fraud, or any financial crime.

b. Know Your Client ("KYC") Program

You understand and agree that you must submit yourself to the Company's KYC Policy in order to fully enjoy the benefits of the exchange platform. MVP reserves the right to delay, suspend, and/or terminate any order or transaction if you have not submitted any KYC documents, or if further verification is necessary to establish your true identity. Transaction will resume or be completed upon submission of requested identification documents or transaction information and until MVP is satisfied that there is no suspicious activity in your Account.

c. Fees

MVP reserves the right to collect fees in the form of cash or physical assets, in exchange for the services you obtain from MVP, to maintain your account, or to withhold necessary fees that the government may require such as taxes.

d. Transaction Limits

You understand and agree that your account is subject to transaction limits. You may increase your limits by adhering to MVP's internal policies, which may include submission of corresponding KYC requirements, and verification of such documents. MVP reserves the right to increase or decrease your transaction limits as it deems necessary.

## 19. ACCOUNT SUSPENSION AND TERMINATION

a. You understand and agree that MVP reserves the right to suspend your account if, in its reasonable opinion, after thorough assessment and evaluation, it finds that: (i) you have not submitted any of the KYC or identification requirements that the Company requires you to submit; (ii) you have committed any of the predicate crimes defined in any anti-money laundering law; or, (iii) any transaction or your Account is reasonably linked to money laundering activities, financing of terrorism, or fraud as defined under the existing laws, rules and

regulations. Furthermore, the Company also reserves the right to suspend your account upon the order of any court within Philippine jurisdiction or any regulating agency.

b. MVP reserves the right to restore your account access only upon: (i) full submission of requested information; (ii) your submission of KYC documents; (iii) your compliance with the Company's Data Privacy Policy or other terms and conditions imposed by the Company; or (iv) the Company's finding that there exists no factual or legal basis to prevent the restoration of the access to your account.

c. Lastly, MVP reserves the right to terminate your account for non-compliance with the company's KYC Policy, Data Privacy Policy or any other terms and conditions imposed by the Company or under this Agreement.

## 20. PHYSICAL ASSET OPERATION AND PROTOCOLS

### a. Operating rules

i. You understand and agree that in cases of changes in operating rules, MVP may temporarily suspend its service and operations, without notice, and the Company, in its sole discretion, may subsequently configure or reconfigure its systems or decide not to support the new protocol entirely.

ii. Should MVP decide to stop supporting the new protocol, the Company shall give you an opportunity to withdraw your assets.

iii. The Company assumes no responsibility of any kind over an unsupported branch of a new protocol. The Company does not commit to support or provide any functionality respecting any technical, commercial, or governance changes made in any physical asset.

### b. Facilitating Transactions

i. You understand and agree that MVP will only process orders, sales, or purchases of supported physical assets in accordance with your instructions. The Company does not guarantee the identity of any user, receiver, or third parties. You understand and agree that you shall be solely responsible in verifying information of your transaction (including the correct addressing information) before sending any instructions to MVP. Once you submit your instruction through the Platform, your order will be unconfirmed pending sufficient verification of the transaction by the Exchange. The Company shall calculate fees at its discretion.

ii. MVP reserves the right not to process conversion of physical assets to fiat currency.

## 21. EXCHANGE SERVICES

### a. Placing and Matching Orders

- i. You understand and agree that MVP operates as an exchange that facilitates buying and selling of Physical Assets.
- ii. You may use your Account to place orders to buy and/or sell Physical Assets by placing your orders through the platform.
- iii. All orders that are filed, executed, matched, or completed shall be recorded on the exchange ledger immediately.
- iv. An order receipt shall be sent to your designated email address after you placed your order; and a trade receipt will be sent after your order is filled.  
Order receipt shall indicate the date of your order; the type of order placed; identification document presented, amount and pricing information.  
Trade receipt shall contain the trade date; trade type; identification document presented; and all fees charges.
- v. Orders, once executed, are final and irreversible.

#### b. Cashing-In of Funds

- i. You can cash-in your fiat currency by transferring them to MVP through various payment channels elected by MVP such as, but not limited to, banks, remittance centers, or other facilities.
- ii. You also understand and agree that you must have sufficient balance in your account before being able to place an order. No order shall be placed unless your account has sufficient funds to satisfy an order.
- iii. You acknowledge that any order that exceeds the amount of available funds in your account will be rejected. Those which are erroneously processed shall be reversed.
- iv. You also acknowledge that once you place your order, the full amount of funds required, including any applicable fee, are placed on hold until your order is filled, expired, or cancelled.
- v. You acknowledge that prior to placement of any order, you should review the amount of physical assets to be bought or sold; its purchase price or sale proceeds; any fees associated with your order; and the net proceeds to be transferred in your fiat account.

#### c. Reviewing Orders

- i. You also acknowledge that MVP reserves the right to require all orders to complete automated compliance checks.

ii. If your order is flagged for review due to fraud, illicit activities linked to money laundering, financing of terrorism or any predicate crime defined under the Anti-Money Laundering Act, it will undergo manual compliance review and approval. MVP may require confirmation of your order through a telephone, or other forms of authentication prior to the execution of such order.

iii. The Company shall not be liable for any delay arising from a flagged order and it also reserves its right to cancel any flagged order.

d. Cancelling Orders

i. You agree and understand that it is your sole responsibility to cancel any order you no longer want to be filled except in cases where the Company has reserved its right to cancel such order/s.

ii. Furthermore, you acknowledge that you cannot cancel an order prior to its partial or complete fulfillment, and that MVP will not be liable to you for the completion of an order you submitted for cancellation.

e. Processing Orders

i. You understand and agree that we do not guarantee that any order you place will be filled. You further acknowledge that any of your orders may be subject to delays, difficulties, and other conditions affecting its transmission or execution, which the Company has no control including but not limited to electronic failure, slow internet connection, or market congestion. MVP shall not be liable to any damage arising from any delay or error in processing or completing your order.

ii. You acknowledge that any order placed during the Company's declared holidays, system updates, downtimes, or any period in which it cannot process any order, will be handled once the exchange resumes operation.

iii. You acknowledge that MVP reserves the right to decline or cancel any order, at any time, if your order is placed during downtime, or if your order is found to be materially unmarketable. Furthermore, you acknowledge that it is your sole responsibility to review any of your transaction, history, order receipts, and trade receipts on a regular basis to ensure compliance in the above provisions.

## 22. STORAGE OF PHYSICAL ASSETS AND FIAT CURRENCIES

a. You may elect to use the Platform to store or keep your assets temporarily until such time you transfer it in your own bank account or wallet.

b. MVP shall have policies in place to ensure security and protection on the Platform. However, you understand and agree that there are residual risks and that using the platform to store your

physical assets and fiat currencies entails inherent risks that may result in potential loss of stored assets and MVP shall not be liable for any loss or damage arising from such act.

- c. Furthermore, you acknowledge that MVP has not encouraged you, for security reasons, to keep assets in the Platform except in order to fund or fulfill transaction obligations. You acknowledge that you are leaving and storing your assets within the Platform at your own risk.
- d. MVP reserves the right to charge storage fees.

## 23. WITHDRAWALS AND ENCASHMENT

- a. You understand and agree that MVP has third-party service providers or different payment channels such as, but not limited to, banks, remittance centers, or other facilities capable of disbursing cash.
- b. MVP does not own any of these third-party service providers and only has a client-service provider relationship. As such, the Company has no control over the requirements that these service providers may set to process encashments or receipt of money.
- c. You authorize MVP to use these channels in order to fulfill your requests to withdraw or return your money. MVP shall not be held liable for any damage or loss arising from your transaction with these payment channels.
- d. You understand and agree that high volume or large withdrawals may not always be immediately available. Such transactions are subject to availability of funds of the third-party service providers, banks, and the asset storage policy of the Company, and as such, MVP or any third-party service provider may require you to wait or set an appointment in order to withdraw your assets.

## 24. APPLICABLE FEES AND CHARGES

- a. You understand and agree that MVP reserves the right to charge you with applicable fees for any service, product, account maintenance, and other chargeable fees, such as, but not limited to, conversion fees, cash-out fees, cash-in fees, trading fees, and the like.
- b. You acknowledge that the table of fees and other fees displayed on the Platform shall apply, unless a different agreement pertaining to fees are provided or made available to you by the Company. MVP reserves the right to change the rates at its own discretion and as deemed necessary.
- c. You further understand and agree to pay all the fees incurred related to the use of the Platform and its Services.

## 25. PROHIBITED TRANSACTIONS



You understand and agree that MVP will not allow Account opening, transactions, or orders involved in/with the following:

- a. Fraud or any false, deceptive, inaccurate or misleading information about physical assets, its users, or third parties for pecuniary gains or other ends;
- b. Investment schemes, pyramid schemes, ponzi schemes, networking, deceptive charity schemes, multi-level marketing programs, or other similar schemes;
- c. Drugs, illegal narcotics, controlled substances, or other similar substances that may present public health risk;
- d. Weapons sales, sales of unlicensed firearms, and other certain weapons;
- e. Adult services and media, prostitution, sale of illegal pornographic materials, or any form of human trafficking;
- f. Unauthorized financial institutions, unlicensed money service business, unlicensed financial services, unlicensed investment houses/brokers, and other/similar unregulated financial operations;
- g. Stolen goods or any goods which the holder or seller does not have clear title;
- h. Items that are infringing intellectual property rights, including trademark, copyright, privacy or proprietary right, as well as selling or facilitating sales of counterfeit, unauthorized goods, or other related activities;
- i. Shell companies, or entities that appear to have no clear or genuine business purpose or otherwise designed to operate for a purpose other than which they purport to operate;
- j. Bearer share entities, persons transacting on behalf of another, and/or transactions in relation to entities which the identities of the beneficial owners are not known, and in which ownership stakes are freely alienable;
- k. High risk entities, or any individual, or group of individuals deemed to pose high risk to MVP, its customers, or other third-parties;
- l. Violent acts toward self or others, or activities or items that encourage, promote, facilitate or instruct others to do the same;
- m. Coercion, extortion, blackmail, or any forceful effort to induce consent;

n. Transactions originating from high risk territories declared as such by the government, other states, or internationally recognized organizations, such as but not limited to North Korea, Syria, and Afghanistan.

o. Transactions originating from territories involved in terrorism or known to have active terrorist activities;

p. Transactions from individuals known or deemed to be involved with terrorism, money laundering, or any transnational crimes;

q. Other similar transactions deemed risky by MVP, or other businesses, and activities subsequently prohibited by any.

## 26. NO WAIVER

If we delay exercising or fail to exercise or enforce any right or interest available to us under these Terms, such delay or failure does not constitute a waiver of that right or any other rights under these Terms.

## 27. SEVERABILITY

If any of these Terms and Conditions is declared or found to be unenforceable, illegal, void, or otherwise ineffectual, then that provision shall be deemed removed from these Terms and Conditions without affecting the validity, efficacy, and enforceability of all the other provisions.