

USER AGREEMENT

Please read this User Agreement carefully before accepting it. By creating a MilX Account and using the MilX mobile application and/or the MilX web application available on the Website (the "Application"), you accept this User Agreement as well as the other terms and policies specified herein and agree to comply with them.

The party to this User Agreement that provides the Services and the Application to the User is AIR PAY INC., legal entity located at the address 2093A Philadelphia Pike, Suite 462, Claymont, DE 19703, USA ("MilX").

The text hereof is available on the Website .

If you do not agree to the terms hereof or any further changes hereto, you may not use the Application.

Some or all features of the Application may not be available to you depending on the country of your citizenship and/or residence, the country from which you access the Services and the Application, and the country of incorporation and/or operation of the legal entity.

1. Terms and definitions

- 1.1. "Account" means an account registered by the User in the Application.
- 1.2. "Business Day" means any calendar day, except Saturday, Sunday, or any other day on which financial institutions involved in executing the Transactions are closed.
- 1.3. "Confidential Information" means information that the User receives or learns when using the Services or as a result of accessing and using the Application, regardless of whether such information is defined as confidential, unless such information is publicly known and/or published on the website.
- 1.4. "Deposit" means an operation involving a transfer of Funds to the User's Account.
- 1.5. "Fees" means any rewards, charges, and/or commissions paid to MilX by the Users, which are established by MilX.
- 1.6. "Person" means an individual or legal entity.
- 1.7. "Personal Data" means any information that identifies an individual, such as name, address, email, etc.
- 1.8. "Request" means a User's request in the Application for conducting Transactions and/or receiving other Services.
- 1.9. "Services" means all services and any service provided by MilX.
- 1.10. "Third-Party Provider" means a third-party service, technology, software, or information provider whose services, products, or information provided to Users through the Application or who assist MilX in providing Services to Users.
- 1.11. "Transaction" means a transaction involving funds entered into and/or executed through the Application.
- 1.12. "User" means any person who uses the Services and/or the Application, is the Account owner, and has entered into this User Agreement with MilX.
- 1.13. "User's income" means User's income from the monetization of content on online platforms through advertising or in another way, which is payable to the User, as well as other User's income that can be depicted in the Application;
- 1.14. "Website" means the website <https://MilX.app/>.

2. Subject matter of the User Agreement

- 2.1. Under this User Agreement, MilX renders the Services to Users, allowing Users to conduct Transactions in the Application.
- 2.2. MilX, in particular, provides the following Services to Users:
 - 2.2.1. creating the Account and giving access to the Application;
 - 2.2.2. depicting in the Application information in respect to User's Income and User's Transactions;
 - 2.2.3. functionality for initiating Transactions;
 - 2.2.4. access to information required to use the Application and perform the Transactions;
 - 2.2.5. access to MilX's services and services of Third-Party Providers;
 - 2.2.6. other Services defined in this User Agreement and/or available in the Application.
- 2.3. To obtain Services, MilX grants the User a personal non-exclusive license to use the Application, without the right to transfer such license to third parties and/or sublicense.
- 2.4. In order to receive certain Services available in the Application, the User needs to be familiar with and agree to the terms of the provision of such Services.
- 2.5. MilX may also provide other Services that are defined in this User Agreement and/or will be available in the Application.
- 2.6. MilX has the right to choose the countries in which it operates and provides the Services and may restrict or refuse to provide the Services in certain countries.
- 2.7. MilX engages Third-Party Providers to render the Services and perform Transactions. MilX may, independently and/or with the participation of Third-Party Providers, verify the payment information required to carry out the Transactions for the purposes of security, anti-money laundering, countering the financing of terrorism, and monitoring checks.

3. Access to the Services

- 3.1. By using the services, the individual User confirms that he/she has reached the age of 18 and has full legal capacity; otherwise, you confirm that you have obtained the corresponding consent from your parent or legal guardian. Additional age and/or other restrictions may be set for certain Services available in the Application, as provided in the terms of the provision of such Services.
- 3.2. The User warrants that by using the MilX Application and Services, the User acts on their own behalf or on behalf of a legal entity the User is authorized to represent and cannot use the Services as an agent, intermediary, or broker for another Person.
- 3.3. The User has the right to use the MilX Application and Services only if this is allowed in the country of the User's citizenship/residence, or the country from which the User accesses the Services and Application. The User is also required to check for any legal restrictions and/or prohibitions regarding access and use of the Services or Application. The User is solely responsible for compliance with all laws, restrictions, and prohibitions of the country of citizenship/residence of the User and/or the country from which the User accesses the Services and Application.
- 3.4. MilX is not responsible for the access and use of the Services and Application by a Person who is a citizen/resident of, or accesses the Services and Application from, a country where the use of the Services and Application is prohibited by law or in which any other prohibitions and restrictions on their use exist.
- 3.5. The User has no right to execute any Transactions in the Application or use the Services if at least one of the following conditions is met:

- 3.5.1. the User is under the control of a resident or is a citizen/resident of FATF blacklisted countries and/or countries subject to the UN Security Council Sanctions List, the European Union or HM Treasury's financial sanctions regimes, and United States embargo (a "Sanctioned Country"); or if the User is a Person on EU or HM Treasury's financial sanctions regime or the US Treasury Department's Specially Designated Nationals List or the US Commerce Department's Denied Persons List (a "Sanctioned Person");
- 3.5.2. the User is a citizen or resident of the Russian Federation and is located in the Russian Federation, or acts on behalf of a legal entity which is registered in the Russian Federation;
- 3.5.3. the User does not meet the User criteria defined herein or is subject to any other restrictions established by law that prohibit the User from using the MilX Application and Services.
- 3.6. Depending on the User's citizenship/residence, other factors may limit the User in the use of all or part of the Services. MilX reserves the right to restrict the use of the Services in whole or in part for citizens/residents of certain countries.
- 3.7. The User is prohibited from providing forged documents or inaccurate information about himself/herself. MilX has the right to deny the User access to the Services, suspend the User's Account, or close the User's Account without the right to restore it if the User provides forged documents or inaccurate information about himself/herself.
- 3.8. The User is responsible for ensuring security and control over all their usernames, passwords, two-factor authentication codes, or any other codes or data that the User uses to access the Services. The User is responsible for taking the necessary measures against unauthorized access to the Account by third parties. The User has no right to sell, rent, share, or otherwise transfer to third parties the User's Account or any data necessary to access the User's Account. The User must immediately notify MilX of the loss of their password, username, or any Account data as well as attempts by third parties to gain unauthorized access to the Account.
- 3.9. MilX is not responsible for any loss and/or damage caused as a result of any unauthorized access to the User's Account and as a result of the use of the Account by the User or any third party (regardless whether such use was authorized by the User).
- 3.10. To verify the User, MilX may require the User to confirm their identity when accessing the Application and Services. Verification may include verification of the User's mobile phone number, identity documents, residential address, and other information and documents that MilX deems necessary. MilX reserves the right to request additional online video verification in real time.

4. AML/CFT/KYC Policy

- 4.1. MilX takes necessary measures to comply with applicable laws and regulations concerning anti-money laundering and countering the financing of terrorism. MilX will take reasonable efforts to identify and prevent the use of the Application by persons involved in any criminal activity in any jurisdiction.
- 4.2. To avoid and reduce the potential risks of Users using the MilX Application in any illegal activity, MilX, independently and/or with the participation of Third-Party Providers, operates in accordance with the Anti-Money Laundering (AML), Countering the Financing of Terrorism (CFT), and Know Your Customer (KYC) policies (the "AML/CFT/KYC Policy") and internal Anti-Money Laundering (AML), Countering the Financing of Terrorism (CFT), and Know Your Customer (KYC) procedures (the "AML/CFT/KYC Procedures").

- 4.3. The AML/CFT/KYC Policy and AML/CFT/KYC Procedures cover, inter alia, the following:
 - 4.3.1. verification procedures;
 - 4.3.2. internal controls;
 - 4.3.3. compliance officer (employee of the internal compliance department);
 - 4.3.4. monitoring, risk assessment, and risk-based approach;
 - 4.3.5. staff training;
 - 4.3.6. AML and CFT program audit.
- 4.4. If MilX has reason to believe that any suspicious activity is taking place in the Account (for example, complaints from third parties about any suspicious activity) or any suspicious Transactions are carried out or planned to be carried out by the User, MilX may, at its sole discretion: refuse to provide access to the Services; request additional information confirming the legality of the Transaction, such as additional KYC verification, confirmation of the source of origin of Funds, and/or completion of a photo or video verification, etc.; block the User's access to their Account; terminate the User Agreement without giving prior notice to the User.
- 4.5. MilX will not provide Services to Users who are citizens/residents/entities of countries blacklisted by the FATF, sanctioned Persons, and other persons specified herein.
- 4.6. By entering into this User Agreement, the User confirms the legality of the source of origin of Funds and the possession of Funds on legal grounds.

5. User Account

- 5.1. To grant Users access to their personalized profiles within the Application and the opportunity to conduct Transactions, the creation of an Account is imperative. The User is required to provide a valid email address as an Account identifier. Upon submission of the email address, the Application's system will promptly send a confirmation email to the specified email address. After clicking on the confirmation link, the User confirms their email address.
- 5.2. To create an Account, the User must accept this User Agreement, complete all registration procedures, and, upon request, provide MilX with all necessary information, including personal data and information required for verification and KYC procedures.
- 5.3. To provide an additional level of an Account protection, MilX provides the User with the following functions:
 - 5.3.1. the ability to configure two-factor authentication (2FA);
 - 5.3.2. the ability to use facial recognition technology (Face ID) in accordance with the provisions of the privacy policies of Apple, Google, and Microsoft.
- 5.4. MilX may refuse to register and create an Account without explaining the reason for the refusal.
- 5.5. MilX will collect, use, and communicate information provided by the User when they set up an Account, in accordance with the Privacy Policy. The User grants MilX permission to store such information for the Account term and, for some types of information, for five (5) years after the User's Account is closed or deleted. To verify the User's identity or protect the User and/or MilX from fraud and/or other crimes, the User allows MilX to send the necessary requests.
- 5.6. The User must update their personal information in the Account in a timely manner upon any changes thereto.

- 5.7. MilX has the right to request up-to-date information from, and block access to the Application and Services for, the User until the User provides such information.
- 5.8. If it is impossible to contact the User according to the contact details provided by him/her to MilX, the User is solely liable for any losses or expenses incurred in connection with the use of the MilX Application and Services.
- 5.9. Only the User, i.e., the person who created the Account, can use the Account. MilX has the right to block the Account if the Account is suspected to be used by a person other than the User.

6. Operations in the Account

- 6.1. All funds legally transferred to the User's Account in accordance with applicable law and this User Agreement belong to the User.
- 6.2. All Transactions in the Account are executed in accordance with the User's Requests issued through the corresponding form in the Application through the User's Account.
- 6.3. The User agrees that a Third-Party Provider is responsible for conducting Transactions. The User is prohibited from performing Transactions related to securities, including security tokens, instruments, or contracts in terms of securities laws, if the country of citizenship/residence/registration of the User or the country from which the User accesses the Services and Application is USA, Canada, China, UK, EU, Japan, or the Russian Federation.
- 6.4. The Application may set restrictions to Transactions, such as a prohibition to initiate Transactions for a certain period after changing profile data, User data, or Account data, including changing or restoring the password as well as changing the authorization method. In addition, the Application or financial institution (payment service provider, bank, etc.) may impose restrictions for a certain period if initiating or conducting Transactions is considered by MilX as constituting security or AML/CFT/KYC risks.
- 6.5. MilX does not have the right to initiate a Transaction with respect to the funds in the User's Account without proper instructions from the User, except as provided in this User Agreement and by applicable law.
- 6.6. Funds can be transferred for the purpose of conducting Transactions using the services of Third-Party Providers (financial institutions, etc.). If the User makes a Transaction using third-party services, then such Transaction is performed in accordance with the terms of the third-party service accepted by the User, provided such terms do not contradict this User Agreement.
- 6.7. By initiating operations through the Application and using the services of Third-Party Providers, the User grants the right and gives the instruction to transfer to such Third-Party Provider any information, including Personal Data, necessary to carry out the initiated operations in accordance with the terms of the Third-Party Providers accepted by the User.
- 6.8. MilX is not responsible for the actions of a Third-Party Provider.
- 6.9. The User pays all commissions of Third-Party Providers at his/her own expense as well as assumes the risks related to the indication of incorrect payment details.

7. Suspicious Transactions

- 7.1. Suspicious Transactions may include, without limitations, Transactions that are unknown to the User and/or have not been initiated by the User.

- 7.2. If the User finds suspicious Transactions, the User must immediately notify MilX and follow MilX's instructions. MilX reserves the right to block Funds in the Account until the end of the investigation.
- 7.3. MilX has the right, upon request of the financial institution involved in the Transaction and/or as a result of investigating the suspicious Transaction, to block, cancel, or revoke the Transaction that has already been executed. The User must in every possible way cooperate with and assist MilX in investigating a suspicious Transaction.

8. Fees

- 8.1. MilX applies Fees for Services provided through the Application. MilX will make every effort to display the Fees in the Application when the User makes a Transaction. But in any case, the User gives MilX permission to debit the corresponding Fees from the User's Account.
- 8.2. MilX publishes information about the amount and types of Fees on the Website and has the right to change them from time to time. The User reviews by himself/herself the information about current amounts and types of Fees on the Website.
- 8.3. If the User does not make at least one Transaction within twelve (12) months, such Account of the User will be considered inactive (the "Inactive Account"). MilX has the right to apply an additional fee (the "Inactive Account Fee") to such Inactive Accounts. MilX will attempt to notify the User in advance of applying an Inactive Account Fee, but MilX may charge this fee regardless of whether the notice from MilX has been sent/received. If the amount of Funds in the User's Account is less than the Inactive Account Fee, MilX debits the entire balance from that Account. If no Funds are available in the Inactive Account, MilX may close the Inactive Account without the User's permission.

9. Requests and Transactions

- 9.1. The operations in the User's Account, including creating and executing Requests and conducting Transactions, are reflected in the User's Account.
- 9.2. MilX provides the User with an interface for creating Requests and defines possible Request types and Request parameters that the User creating them fills in.
- 9.3. The User understands and accepts the consequences of executing a Request. The User agrees that as soon as a Request is executed, such Transaction is irreversible and cannot be canceled. Transactions will be executed within three (3) days according to the payment method and type of transaction and will be considered completed at the execution date and time, unless otherwise specified in the terms of provision of the relevant Services.
- 9.4. The User acknowledges and agrees that if the destination address is not specified and/or is specified incorrectly and/or if the transfer code is specified incorrectly and/or if other Transaction details are specified incorrectly, the User may lose funds, or this may delay the execution of the Request. In such cases, the User is solely responsible for the incorrectness and inaccuracy of the User's actions and bears the risk of losing Funds. MilX does not compensate for such losses in any event.

10. Prevention of illegal use of the Application

- 10.1. By accessing or using the Application and/or Services, the User agrees to comply with the requirements of all laws, other legal acts, intellectual property rights, or other rights of third parties, not to commit violations, and to be responsible for the User's actions when using the MilX Application and Services. Without limiting the foregoing, the User agrees:

- 10.1.1. not to provide inaccurate, incorrect, or misleading information (documents);
- 10.1.2. not to use the Services and Application for fraudulent purposes and/or for any other illegal actions, including the use of credit and debit cards obtained illegally;
- 10.1.3. not to use the Services and Application to pay for, support, or otherwise participate in any illegal gambling, fraud, money laundering, terrorist activities, or other illegal activities;
- 10.1.4. not to use the Services and Application to finance transactions or activities that are subject to administrative, criminal, or civil liability as provided by applicable law;
- 10.1.5. not to use the Services and Application in a way that may prevent other Users from fully using the Services and Application or in any way damage, disable, restart, or disrupt the operation of the Services (Application);
- 10.1.6. not to use any robots, web crawlers, scrapers, or other automated tools or interfaces that have not been provided by MilX to access the Services or retrieve data;
- 10.1.7. not to use or attempt to use another User's Account;
- 10.1.8. not to use the Services and Application bypassing the procedure provided herein or bypassing/exceeding the User's level of access to the Application; not to attempt to access any part of the Services or Application to which the User does not have access rights;
- 10.1.9. not to make changes to the software used by the Website or Application in any way, and not to take any actions aimed at changing the functionality and operability of the Application, disabling the Application, or interfering with the operation of the Website;
- 10.1.10. not to copy or distribute any intellectual property items published on the Website or used by the Application; not to copy or otherwise use parts of the program (code) of the Website and Application as well as the design of the Website and Application;
- 10.1.11. not to use Personal Data of third parties without their permission;
- 10.1.12. not to develop any third-party applications that interact with the Services without the prior written consent of MilX.
- 10.2. If Users are detected to be involved in suspicious Transactions, access to the Account may be restricted (suspended) for verification for up to thirty (30) Business Days.
- 10.3. The User agrees that MilX has the right to suspend or terminate the User's Account in the event of a breach of this User Agreement.

11. Intellectual property rights

- 11.1. MilX is the proper holder of the rights, titles, and interests in and to the Application, Website, and each of their components, trademarks, modifications, work products, deliverables, other materials created by or on behalf of MilX, and all intellectual property rights with respect thereto; all rights expressly not provided herein are reserved by MilX.
- 11.2. The User does not obtain any rights in and to the intellectual property of MilX. The User must take all measures necessary to maintain the confidentiality of all documents and materials provided by MilX or any of its Third-Party Providers in relation to the Application and each component thereof.
- 11.3. The User may not:
 - 11.3.1. alter, maintain, enhance, or otherwise modify the Application;

- 11.3.2. disassemble, decompile, reverse-engineer, copy, bug-fix, correct, update, transfer, broadcast, or create derivatives based on the Application or otherwise take express action to develop the equivalent of the Application (similar Application).

12. Use of the Services and Application; security and information

- 12.1. MilX may change the Application, including its design, content, appearance, and functionality, at any time.
- 12.2. MilX will make every effort to ensure the continuous operation of the Website, Application, and Services but does not guarantee that they will be available for use at any time without any delays, failures, errors, or loss of transmitted information. MilX also does not guarantee that the Services will be available through the Application.
- 12.3. MilX may suspend the use of the Website and/or the Application for maintenance purposes and will make every reasonable effort to notify Users thereof. The User agrees that there may be situations where giving prior notice will not be possible, and the User assumes the risks associated with them not being able to always use the Website and/or the Application or make urgent Transactions using their Account.
- 12.4. MilX is not liable for any damage or interruption caused by computer viruses or other malware that may affect the User's mobile phone or other equipment as well as for any phishing, spoofing, or other virus attacks.
- 12.5. MilX will make every effort to ensure the proper operation of the Application and Website and post complete, accurate, and up-to-date information in them. However, the Application and Website may not always contain complete, accurate, and up-to-date information and may have technical inaccuracies or errors.
- 12.6. MilX will make every effort to provide the User with the most complete and accurate information. In this regard, the information may be changed or updated from time to time to the extent permitted by applicable law, without prior notice, including, among other things, with respect to MilX policies, products, and services as well as products and services of Third-Party Providers. The User must verify all information before relying on it. The User must read the latest version hereof before each use of the Application and Services. The User is personally responsible for all decisions made based on the information posted on the Website and in the Application (MilX is not responsible for them).

13. Restriction, suspension, or termination

- 13.1. The User may terminate this User Agreement with MilX and close/delete their Account at any time after the completion of all pending Transactions (in which the User participates), payment of relevant Fees, and fulfillment of all other obligations arising from the use of the Services (Application).
- 13.2. Notwithstanding any other provisions hereof, the User confirms that MilX has the right to restrict the User's access, set certain restrictions for the User and/or temporarily suspend the User's Account and/or access to the Website, Application, and Services (including the ability to create Requests and make Transactions), refuse in whole or in part to perform any Transaction, and block funds in the Account if, at the discretion of MilX, any of the following circumstances occur or MilX considers such circumstance likely to occur:
 - 13.2.1. complete or partial failure of the Application, including failure of the processes underlying the Application, or any communication channels in the Application or between the Application and any other Person or counterparty, or any other

- circumstances where MilX, in its sole discretion, believes that MilX cannot provide access to the Application;
- 13.2.2. Application security breach;
 - 13.2.3. suspected or actual breach by User of this User Agreement, AML/CFT/KYC Policy, Privacy Policy, or any applicable laws and regulations;
 - 13.2.4. a need to comply with the law;
 - 13.2.5. detection of unusual and/or suspicious activity in the Account; detection of unauthorized access to the Account;
 - 13.2.6. in connection with procedural actions of government bodies in relation to activity in a particular Account and/or the User's activity, a criminal investigation or any judicial process; by a court decision or decision of a government body; if the User's Account and actions related thereto have become the subject of judicial and administrative proceedings.
- 13.3. Any actions taken by MilX under this Section will continue for a period determined at the discretion of MilX. The User agrees that any evasion or any attempt to evade access restrictions, other restrictions, or suspension of the Account in accordance with this Section hereof is a material violation of this User Agreement. Taking any actions under this Section is a right and not an obligation of MilX. The User further acknowledges and agrees that, in the event of any of the circumstances listed in this Section, MilX may cancel a Transaction that the User previously initiated or performed using the Application.
- 13.4. The User agrees that MilX has the right to immediately suspend the Account, block any Funds in the Account, suspend access to the Services (Application), and/or close the Account in the following cases:
- 13.4.1. MilX has detected Account activity related to money laundering or terrorist financing; violation by the User of applicable AML/CFT laws and regulations;
 - 13.4.2. the User's Account and actions related thereto have become the subject of a criminal investigation;
 - 13.4.3. the Account is used by persons subject to UN, EU, or US sanctions or other sanctions in force in jurisdictions where MilX conducts its business;
 - 13.4.4. in the event of an actual violation by the User of this User Agreement, Privacy Policy, or any applicable Laws and regulations;
 - 13.4.5. MilX is obligated to do so by a court Request or decision of a competent government body.
- 13.5. If this User Agreement terminates due to fraudulent activity of the User, violation of AML/CFT laws by the User, material violation by the User of this User Agreement (including, among other things, where a Sanctioned Person uses the Services), or as part of investigating fraudulent Transactions and combating money laundering, MilX has the right to cancel the User's Account data and/or impose (and collect) a fine amounting to the entire balance of the User's Account.

14. Representations and warranties

- 14.1. On the date hereof and on the day of each use of the Services/Website (creating Requests, making/initiating each Transaction), the User represents and warrants to MilX and its affiliates and their representatives that:
- 14.1.1. The User has read all documents (including those published on the Website) provided to him/her in connection with the use of the Services and Application, and the User

understands and agrees that the use of the Services provided by MilX will be governed by these documents, as amended from time to time. The User must not apply for registration in the Application to create an Account, a Request, make/initiate Transactions, and use other Services available through the Application if the User is not aware of how the Services or Application function or of the risks associated with the Services or of the nature of the risks associated with them.

- 14.1.2. The execution of this User Agreement and performance of all obligations contemplated hereunder have been duly authorized by all necessary action by the User; and each Person executing this User Agreement (or authorized to accept its terms electronically or otherwise) and entering into each Transaction (or using other Services) hereunder on the User's behalf has been duly authorized to do so. All information provided by the User to MilX, including information provided by the User in their Account, is reliable, accurate, and not misleading.
- 14.2. The User warrants that:
 - 14.2.1. the User is able to make or take delivery of the full amount of the Funds required to be delivered as a result of each Transaction the User entered in;
 - 14.2.2. execution by the User of this User Agreement and entering into each Transaction (and/or using other Services), as well as the User's performance of their obligations under this User Agreement and their use of the Services (Application), will not violate any applicable law;
 - 14.2.3. the User has received and will comply with the terms and conditions of all licenses, consents, registrations, and permits necessary to use the Services and Application hereunder, including executing Transactions in the Application;
 - 14.2.4. the User has sufficient expertise, experience, and knowledge necessary to make informed decisions regarding using the Services/Application, and the User will not rely on any message or statement (written or oral) of MilX as investment advice or recommendations to enter into any Transaction. The User will be prudent and careful in determining whether to enter into a Transaction or otherwise perform actions in the Application (use the Services);
 - 14.2.5. the Person accessing the Application acts as a principal and not on behalf of any third party unless this Person is an authorized representative of the User.
- 14.3. MilX represents and warrants that it will provide the Services and carry out its obligations with reasonable care and skill.

15. Limitation of liability and no advice

- 15.1. To the extent permitted by applicable law, the Services, Application, Website, materials, and any product provided by or on behalf of MilX are provided on an "as is" and "as available" basis. MilX expressly disclaims any and all other warranties of any kind, including, without limitation, warranties of functionality, fitness for a particular purpose, or non-infringement arising from course of performance, course of dealing or use of the Services, Application, and the Website. Without limiting the foregoing, MilX does not represent or warrant that the Services, Application, Website, or materials are accurate, complete, reliable, up-to-date, error-free, or free of viruses or other harmful components.
- 15.2. Under no circumstances is MilX liable for any damage caused to the User as a result of actions or omissions of Third-Party Providers engaged in the execution of Transactions.
- 15.3. The User hereby understands and agrees that MilX will not be liable for any losses or damages arising out of or relating to:

- 15.3.1. any error or delay in the transmission of such Data and interruption in transmitting/obtaining any such Data;
 - 15.3.2. any damages incurred by another User's actions, omissions, or violation of this User Agreement. The disclaimer of implied warranties contained herein may not apply if and to the extent it is prohibited by applicable law.
- 15.4. To the maximum extent permitted by applicable law, in no event will MilX's affiliates, shareholders, owners, members, directors, officers, employees, attorneys, agents, suppliers, or contractors be liable for any incidental, indirect, consequential, or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, profits, or other benefits) arising out of or in connection with the Services, Application, Website, any performance or non-performance of the Services, Application, Website, or any other product provided by or on behalf of MilX.
- 15.5. Notwithstanding the foregoing, in no event will the liability of MilX, its affiliates and their shareholders, owners, members, directors, officers, employees, attorneys, agents, representatives, suppliers, or contractors arising out of or in connection with using the Services, Application, Website, any performance or non-performance of the Services, Application, Website, or any other product provided by or on behalf of MilX or its affiliates exceed the amount of Fees paid by the User to MilX under this User Agreement in the three-month period immediately preceding the event giving rise to the claim for liability.
- 15.6. Without prejudice to the foregoing, MilX makes no representations or warranties regarding the timeliness, accuracy, or completeness of any data or other information in the Application or results the User receives when accessing or using the Application. MilX bears no responsibility for claims related to any software, technology or equipment, the Application, existing technology, data or any other information, materials, or the fact that the Application meets or fails to meet the User's requirements or that access to it must be continuous, timely, safe, complete, and free from errors and defects.
- 15.7. The User acknowledges that the software and equipment the User uses may not support certain functions of the Application.
- 15.8. Neither MilX nor any third party providing information on the Website or in the Application recommends, endorses, protects, or acts as a guarantor of any Transaction that is present or performed in the Application. MilX does not provide financial, tax, legal, investment, or other recommendations. The User agrees that the Application is not and cannot be considered the main reason for the User's decision to perform any Transaction, and MilX is not and cannot be considered the User's financial consultant or fiduciary trustee. By entering into this User Agreement, the User acknowledges that any use of the data or other content in the Application is solely at the User's responsibility.
- 15.9. The User understands and agrees that MilX will be released from liability for any direct or indirect damages, any lost profits, lost data, inability to use the Application, operational downtime, loss of business reputation, costs of replacing the Services or downtime of the User, the User's affiliates, and any other Persons arising out of or in connection with this User Agreement even if the User, the User's affiliate, or any other Person was not previously notified of the possibility of such losses, etc., provided that MilX has taken reasonable precautions, duly rendered the Services, and fulfilled all of its obligations hereunder.
- 15.10. Nothing herein must be interpreted as excluding or limiting the liability of either party for:
 - 15.10.1. fraud or intentional misrepresentation;
 - 15.10.2. other actions the liability for which cannot be excluded or restricted by law.
- 15.11. By making a Transaction, the User agrees to and independently assumes all risks associated with Transactions. Users do not have the right to make claims against MilX

regarding cancellation of Transactions. Unless otherwise provided herein for special cases, MilX does not accept or process requests for refunds and/or cancellation of Transactions from anyone.

16. Indemnification

- 16.1. The User agrees to defend, indemnify, and hold harmless MilX, its affiliates, and relevant employees, officers, directors, and shareholders against all and any losses from property damage as a result of personal injury, death, or other injuries resulting from negligence or misbehavior of the User or any Person for whom the User is legally liable.
- 16.2. The User agrees to defend, indemnify, and hold harmless MilX against any losses, damage, expenses, claims, litigation, and fines, including legal costs, incurred by MilX, which are a direct or indirect consequence of:
 - 16.2.1. misuse of the Application/Services by the User;
 - 16.2.2. the User's inability to fully and timely perform any of the User's obligations hereunder, including the User's failure to perform obligations related to any Transaction or Request;
 - 16.2.3. any representations or warranties made by the User hereunder that are or have proven to be false;
 - 16.2.4. violation by the User of any law or regulation or third-party rights;
 - 16.2.5. use of the Application or the User's Account by any other Person (other than an authorized representative of a legal entity) using the User's password or any other data (credentials) of the User, regardless of whether this was done with or without the User's knowledge.

17. Confidential Information

- 17.1. The User agrees not to disclose any Confidential Information concerning MilX or MilX's affiliates obtained in connection with the execution and/or performance hereof, and if necessary, the User will also ensure that this obligation is observed by the User's officers, employees, and consultants to whom such information has been disclosed. The obligations stipulated under this Section do not apply to the Confidential Information that:
 - 17.1.1. was lawfully in the User's possession prior to entering into this User Agreement;
 - 17.1.2. was voluntarily disclosed to the User by third parties, if such Persons do not violate any obligations regarding the non-disclosure of such information;
 - 17.1.3. was voluntarily disclosed by MilX;
 - 17.1.4. was already known to the general public.
- 17.2. MilX will not share or otherwise transmit information about Users and/or potential users of the Application and/or Website, with the exception of its authorized representatives and relevant employees (in accordance with applicable laws and regulations on personal data protection), in the ordinary course of MilX's business as well as for the purpose of fulfilling MilX's obligations, determined by law.
- 17.3. MilX may also transfer the User's Personal Data to law enforcement agencies, data protection agencies, government officials, or government bodies if:
 - 17.3.1. this is required by law;
 - 17.3.2. this is required by government authorities on the basis of a subpoena, court Request or decision, or other legal procedure;

- 17.3.3. MilX believes that such disclosure is necessary to prevent losses or financial losses;
- 17.3.4. disclosure is necessary to report alleged illegal activities;
- 17.3.5. disclosure is necessary to investigate violations hereof or is required by applicable law.
- 17.4. The procedure for collecting, using, processing, storing, protecting, and disclosing Personal Data received by MilX from Users is governed by the Privacy Policy posted on the Website and/or in the Application.
- 17.5. The Privacy Policy has priority over this Section hereof.

18. Notices and communications

- 18.1. Except as expressly provided in this User Agreement and by applicable Law, all communications and documents related to the performance by the Parties of the obligations arising out of this User Agreement must be sent and are considered received by the Parties if sent by email from the authorized address of either Party to the authorized address of the other Party. Authorized addresses are
 - 18.1.1. for the User: email address or postal address specified in the User's Account (personal cabinet);
 - 18.1.2. for MilX: the corresponding email address or postal address specified on the Website or in the Application.
- 18.2. If, in accordance with the above provision, any notice or request for MilX was delivered or sent after 17:00 (UTC) and/or not on a Business Day, such notice, Request, or other communication is deemed delivered or received at 9:00 (UTC) on the following Business Day.
- 18.3. MilX may send the User information, communications, and confirmations through the Application regarding Requests, Transactions, and Services and their use. Such information, communications, and confirmations are considered received by the User as soon as they become available to the User through the Application.
- 18.4. MilX's social media (Facebook, Telegram, Twitter, etc.), the links to which are specified on the Website and in the Application, are MilX's official communication channels.
- 18.5. The User acknowledges and agrees that any telephone conversations and other communications between the User and MilX, including MilX's technical support team, may be recorded in MilX's discretion. The User further unconditionally agrees and authorizes MilX to use such records and any transcripts thereof as evidence in connection with any dispute or legal proceedings or any problem arising in connection with this User Agreement, the Services, Application, or any Request or Transaction.

19. Term, amendment, and termination

- 19.1. This User Agreement remains in effect until terminated by either Party in accordance with the procedure established by this User Agreement.
- 19.2. The User has the right to terminate this User Agreement at any time (after fulfilling the relevant requirements as provided herein) by stopping using the Services (Application) and deleting all copies of any software components from all of their devices and equipment.
- 19.3. Except as specifically provided herein, MilX may unilaterally terminate this User Agreement, in its sole discretion, by giving the User at least ten (10) days' notice.
- 19.4. MilX has the right to change unilaterally the terms of this User Agreement, Privacy Policy, AML/CFT/KYC Policy and Procedures, Fees, and limits. Such changes will take effect from

the date of posting the new version of the relevant documents on the Website unless a different period is specified therein.

- 19.5. With regard to each subsequent use of the Application, the User must read a relevant version of the documents referred to above. By continuing to use the Application through the User's Account, the User accepts the terms of the new version of the documents referred to above.
- 19.6. If the User does not agree with the terms of the new versions of the documents referred to above, the User must stop using the Application, including by closing all pending Transactions.

20. Change of control and assignment

- 20.1. The User may not assign the rights and obligations hereunder to a third party without the prior written consent of MilX.
- 20.2. MilX may assign the rights and/or obligations hereunder to a MilX affiliate or any third party in whole or in part, including, without limitation, in the event of a merger or acquisition by a third party or if MilX sells assets and/or business in whole or in part to a third party. By accepting this User Agreement, the User consents to the above assignment, including the transfer of the User's Personal Data and other information regarding the User, as well as to the transfer of any funds in the User's Account by MilX as part of such assignment of rights.

21. Force majeure

- 21.1. The Parties are released from liability for a failure to perform their obligations hereunder in whole or in part if the proper performance is rendered impossible by force-majeure circumstances, including natural disasters, pandemics, hostilities, introduction of a state of emergency, changes in legislation (making it impossible to perform this User Agreement), full or partial unavailability of websites, and other emergency and unavoidable force-majeure circumstances arising after the acceptance by the User hereof and confirmed in accordance with the requirements of the applicable law. (Documentary evidence is not required if those circumstances are generally known and recognized by both Parties.)

22. Final provisions

- 22.1. This User Agreement is governed by and construed in accordance with the laws of the state of Delaware.
- 22.2. If any disputes arise out of this User Agreement, the Parties will endeavor to resolve them by negotiations.
- 22.3. If the Parties are unable to resolve the dispute by negotiations, such dispute must be referred to a competent court in the state of Delaware.
- 22.4. This User Agreement and any other documents referred to herein constitute the entire agreement between the Parties and supersede any prior agreements, negotiated terms, or arrangements between them concerning the subject matter hereof. Each Party acknowledges that when entering into this User Agreement it does not rely on any representations or warranties of any Person (whether or not it is a Party hereto), except as expressly specified in this User Agreement or other documents referred to herein.
- 22.5. If any provision hereof is or becomes invalid, illegal, or unenforceable, this will not in any way affect the validity, legality, and enforceability of the remaining provisions contained herein.
- 22.6. This User Agreement was last updated on April 15, 2024.