

TERMS OF USE

These Terms constitute a legally binding agreement between you (“you” or “your”) and Tylt (“Tylt”, “we”, “our”, or “us”). These Terms govern your access to and use of the Tylt Services made available through our Platform (“Platform”) or any other means. The Services may be provided directly by Tylt or, if specified in these Terms, through Product Terms or any additional terms applicable to specific Tylt products or services, including those offered by Tylt’s Affiliates.

By registering for a Tylt Account, accessing the Platform, or using the Services, you confirm that you have read, understood, and accepted these Terms along with any additional documents or policies referenced herein. You acknowledge and agree to comply with these Terms, including any updates or amendments, which may occur from time to time.

If you do not agree with or fully understand these Terms, you should refrain from creating a Tylt Account or using any of our Services or accessing the Platform.

RISK WARNING

As with any asset, the value of Digital Assets can fluctuate significantly, and engaging in the buying, selling, holding, or investing of these assets carries inherent financial risks. There is a material risk of economic loss, and you should carefully assess whether participating in transactions involving Digital Assets aligns with your financial objectives and risk tolerance.

Further information on the risks associated with using the Tylt Services is provided in our Risk Disclosure, which may be updated periodically. It is essential to review this document; however, it may not cover all possible risks, nor does it account for how those risks may affect your unique circumstances.

You must fully understand the risks involved before deciding to use Tylt Services. Tylt is not your broker, intermediary, agent, or financial advisor, nor do we have any fiduciary responsibility towards you in connection with your use of the Platform or any transactions you undertake. Tylt does not provide financial, legal, or investment advice, and no communication or information provided by us should be interpreted as such.

It is solely your responsibility to evaluate whether any investment, strategy, or transaction is suitable based on your personal financial goals, risk appetite, and circumstances. You are accountable for any resulting losses or liabilities.

We do not recommend that any specific Digital Asset be bought, earned, sold, or held by you. Before making any decisions regarding Digital Assets, you should conduct your own research, exercise due diligence, and consult with your financial advisor. Tylt is not liable for any losses incurred as a result of your decisions, including those made based on the information provided through the Platform.

INFORMATION ABOUT OUR AGREEMENT WITH YOU

1. Introduction

1.1 About Us

Tylt is an ecosystem centered around an online platform for transferring and transacting in Digital Assets. Tylt provides users with a payments platform to send, receive, and conduct payments in Digital Assets, along with an integrated custody solution for securely storing Digital Assets. Our ecosystem includes various services to facilitate seamless digital payments and related activities.

1.2 These Terms

By registering for a Tylt Account, you are entering into a legally binding agreement with us. These Terms govern your use of Tylt Services, explaining who we are, how we provide the Services, how these Terms may be modified or terminated, and what to do if any issues arise.

You must read these Terms carefully along with any related documents referenced herein. If there are Local Terms specific to your region or jurisdiction, those terms will take precedence in case of any conflict with these Terms.

1.3 Additional Documents

These Terms refer to additional documents that apply to your use of Tylt Services:

- **Privacy Notice:** Describes how Tylt collects, processes, and protects your personal data. By using Tylt Services, you agree to this data processing and confirm that the data you provide is accurate and up to date.
- **Risk Warning:** Outlines the key risks associated with Digital Assets, such as price volatility and potential financial losses, to help you make informed decisions.

- **Fee Structure:** Available on the Tylt platform, this document details the fees and charges that apply to various services, including processing and network fees.
- **Product Terms:** Set out additional terms and conditions that will apply to your use of specific Tylt Services.

You acknowledge and agree that by using Tylt Services, you are bound by and will comply with any relevant Product Terms or additional terms that apply.

2. Eligibility

2.1 Eligibility Criteria

To be eligible to register for a Tylt Account and use the Tylt Services, you must:

- a. Be an individual, corporation, legal person, entity, or other organization with the full power, authority, and capacity to:
 1. Access and use the Tylt Services; and
 2. Enter into and comply with your obligations under these Terms.
- b. If you are an individual, be at least 18 years old.
- c. If you act as an employee or agent of a legal entity, and enter into these Terms on their behalf, you must be duly authorized to act on behalf of and bind such legal entity for the purposes of entering into these Terms.
- d. Not have been previously suspended or removed from using Tylt Services.
- e. Not be a Restricted Person.
- f. Not currently have an existing Tylt Account.
- g. Not be located, incorporated, otherwise established in, or a resident of any of the following:
 1. A jurisdiction where it is illegal under Applicable Law for you to access or use the Tylt Services, or that would cause us or any third party to violate any Applicable Law.
 2. A country listed in our List of Prohibited Countries.

2.2 Amending Our Eligibility Criteria

We may amend our eligibility criteria at any time at our sole discretion. Where possible, we will notify you in advance of any changes. However, in certain situations, we may need to make changes without prior notice, such as:

- a. Legal and/or regulatory changes that require immediate compliance.
- b. Changes that are in your interest.
- c. Other valid reasons that prevent us from providing advance notice.

If advance notice is not possible, we will inform you of the change as soon as possible after it is made.

3. How We Contact Each Other

3.1 How You Can Contact Us

For more information on Tylt, please refer to the information available on our Website. If you have any questions, feedback, or complaints, you can reach out to us via our Customer Support team at <https://www.Tylt.money/contact>. These Terms may specify other contact details for particular notices, where necessary. Please note that this contact address may not be monitored for notices specified elsewhere in these Terms.

3.2 How We Will Contact You

We will contact you using the details you provide to us, including through email, SMS, or telephone. It is your responsibility to ensure that your contact details are correct and kept up to date. If your contact details change, you must notify us immediately. Failure to do

so may result in you not receiving important information or notices, and we will not be responsible for any consequences or losses resulting from such non-receipt.

4. Tylt Services

4.1 Specific Product Terms

Once you have opened a Tylt Account, you will have access to the Tylt Services in accordance with these Terms and the Product Terms governing the use of each specific service.

4.2 Intra-Group Services

You acknowledge and agree that some of the Tylt Services may be provided by Tylt Affiliates.

5. Chat Service

5.1 Availability of Chat Service

We may make our interactive online chat service (“Chat Service”) available to you at any time in connection with your use of Tylt Services. By using the Chat Service, you may interact with a bot, chatbot, or other non-human system. We will disclose the use of a chatbot or non-human service, as required by Applicable Law. By engaging with us through the Chat Service, you authorize us to monitor and store your chats for operational, legal, and service improvement purposes.

5.2 Important Information

The Chat Service is provided as a convenience to help you better understand and navigate the Tylt Services. While we strive to provide accurate and up-to-date information, any communication through the Chat Service should not be considered a legal agreement, representation, or warranty regarding Tylt Services, processes, decisions, or response times.

Any personal data shared via the Chat Service will be subject to the privacy-related policies and notices outlined in our Privacy Notice.

5.3 User Chats

In addition, we may offer User Chats, where you can interact directly with other users on the Platform.

5.4 Prohibited Actions

When using the Chat Service or User Chats, you must not:

- Send abusive, defamatory, dishonest, or obscene messages.
- Post messages intended to manipulate markets or spread false or misleading information.
- Engage in any behavior that is in contravention of Applicable Laws.

Violation of these rules may result in the termination of your chat session and could lead to restrictions on your ability to access Tylt Services.

6. Fees and Calculations

6.1 Payment of Fees

You agree to pay all applicable fees associated with your use of Tylt Services, as detailed on the Fee Structure page on our Website or communicated in the relevant Product Terms.

You authorize us to deduct applicable fees, commissions, interest, charges, and other amounts owed from your Tylt Account in accordance with these Terms or any relevant Product Terms. If the amount owed is in a specific Digital Asset and your account lacks sufficient balance in that asset, we may deduct the equivalent amount in another Digital Asset. In such cases, we will convert your available Digital Assets into the required asset (or Fiat Currency equivalent) at the current exchange rate offered on the platform or another commercially reasonable rate determined by us.

If your Tylt Account lacks sufficient balance to cover the fees, the outstanding amount will be deemed a debt immediately payable by you, which we may collect in the form and quantity determined by us in a commercially reasonable manner.

7. Information About Your Tylt Account

7.1. Creating a Tylt Account

You must create and maintain a Tylt Account to access the Tylt Services and platform. This account can either be for an individual user or a corporate entity (referred to as a Corporate Tylt Account).

We reserve the right to approve or deny any Tylt Account application at our sole discretion. Additionally, we may limit the number of accounts any individual or entity may hold without providing a reason.

7.2. Sole Benefit

By opening a Tylt Account, you agree to the following:

a. **Individual Users:** You will only use your Tylt Account for yourself, not on behalf of any third party, unless you obtain prior written consent from us.

b. **Corporate Users:** Only Permitted Users will access the Corporate Tylt Account. These accounts must be used exclusively for the benefit of the corporate entity. Direct market access or sub-account usage will not be granted to any third party unless such party completes our identity verification process and is approved by us. Verified parties will then be considered Permitted Users.

Important: Any activity under your Tylt Account, including sub-accounts, is your full responsibility.

7.3. Identity Verification

Before creating a Tylt Account and accessing services, you must comply with our identity verification procedures, either directly or through a third-party service. This will require providing certain information about yourself or, if relevant, about your Permitted Users.

- All information must be accurate, complete, and up to date.
- You are responsible for promptly updating any changes to this information.

We may conduct inquiries (directly or through third parties) to verify the identity of the account holder and any Permitted Users. These checks help us prevent fraud, money laundering, terrorist financing, and other financial crimes. We reserve the right to take appropriate action based on the results of these checks.

- In conducting these inquiries, we may share your data, and that of Permitted Users, with identity verification services, compliance agencies, or financial crime prevention authorities.

Please refer to our Privacy Notice for further details on how we manage your personal data.

7.4. Enhanced Due Diligence

In certain cases, we may require additional due diligence. This may involve:

- Submitting additional documentation or records.
- Providing further information about yourself, your business, or your Permitted Users.
- Attending face-to-face meetings with Tylt representatives.

7.5. Records and Data Retention

We retain your personal data to facilitate your continued use of the Tylt Services and for compliance with legal obligations, such as tax, accounting, and anti-money laundering laws. Your data will be stored only for as long as required to fulfill these obligations.

For further details on data collection, storage, and use, please review our Privacy Notice.

7.6. Sub-Accounts

We may permit you to create and manage Sub-Accounts at our discretion. Each natural person assigned to a Sub-Account must complete the identity verification requirements outlined in this section. Only one natural person will be associated with each Sub-Account.

8. Information Requests

8.1. When We May Request Information

We may request information from you at any time to comply with Applicable Law, meet identity verification requirements, or in connection with detecting and preventing money laundering, terrorist financing, fraud, or any other financial crime. Additionally, we may require information for other valid business purposes. By using Tylt Services, you agree to provide any requested information and allow us to store it for the lifetime of your Tylt Account or as required by Applicable Law.

8.2. Impact of Providing Information

Based on the information we collect from you, we may adjust your account access or transaction limits as needed. If we reasonably suspect that the information you provided is inaccurate, untruthful, outdated, or incomplete, we may issue a notice requesting that you correct or update the information. We may also remove incorrect information or take other necessary actions to ensure the information provided is accurate and in compliance with our policies.

8.3. Consequences of Non-Compliance

You must comply with any information request we make. If you fail to provide the requested information, or if you do not respond in a timely manner, we reserve the right to suspend or terminate your access to your Tylt Account or restrict your use of our services without prior notice.

9. Accessing Your Tylt Account

9.1. Access

To access your Tylt Account, you—or, where applicable, your Permitted Users—must have the necessary equipment (such as a computer or smartphone) and access to the internet. Your Tylt Account can be accessed through the Platform or other prescribed modes (including APIs) as communicated by us. Access to your account is only permitted through the Access IDs that we provide to you or your Permitted Users. To enhance security, we may require multi-factor authentication.

Use of the Platform or other access methods may be subject to **additional terms**, which we will communicate to you as needed.

9.2. Restricting Access to Third Parties

You are responsible for ensuring that only you or, in the case of **Corporate Tylt Accounts**, your Permitted Users, access your account. Accounts registered under your name must not be used by any unauthorized third party unless permitted under these Terms.

10.2. Errors

We reserve the right to correct any errors in your Account History at any time. Additionally, we may void, cancel, or reverse transactions that result from Manifest Errors or amend the details of such transactions to reflect what we reasonably believe to be fair or accurate.

You agree that, in the event of any transaction made with Improper Intent or resulting from Manifest Error, Tylt may take the following actions in compliance with Applicable Law:

- a. Cancel or void the transaction, treating it as though it never occurred; or
- b. Amend the transaction price(s) to reflect the prevailing market price(s) at the relevant time, as determined by Tylt based on available market data.

If Tylt cancels a transaction, any Digital Assets transferred in connection with that transaction will be reversed as if the transaction never took place. If the transaction is amended, we will notify you through the agreed communication channels and adjust the transfer of Digital Assets accordingly.

You are solely responsible for managing any transactions with third parties that rely on transactions that may later be canceled or amended by Tylt.

10.3. Information Sharing

We may be required to share information about your Tylt Account and Account History with third parties or Tylt Affiliates to comply with these Terms or Applicable Law. You agree to such disclosures. For more details about how we handle your personal data, please review our Privacy Notice.

11. Using Your Account

11.1. Giving Instructions

You must ensure that all Instructions you submit are complete and accurate. Tylt is not obligated to verify the accuracy, authenticity, or validity of any Instruction and will not monitor or reject duplicate Instructions. However, if we have any doubts about the accuracy or authenticity of an Instruction, we may:

- Refuse to act upon the Instruction.
- Defer processing the Instruction.
- Request additional information before proceeding.

Once submitted, Instructions are irrevocable. You or your Permitted Users cannot cancel or withdraw an Instruction without our prior written consent. Instructions are only deemed received once they are registered on our servers. Our records of Instructions are conclusive and binding for all purposes.

11.2. Acting on Your Instructions

By submitting an Instruction, you authorize Tylt to initiate the corresponding transaction on your account. This authorizes us to:

- Credit or debit your Digital Assets or Fiat Currency as per your Instruction.
- Provide settlement details to third parties for the purpose of executing the Instruction.

If your account balance is insufficient to cover the required transaction amount and related fees, we may refuse to process the transaction. It is your responsibility to ensure that your Tylt Account holds sufficient Digital Assets or Fiat Currency at all times to execute the transaction. Tylt reserves the right to decline any Instruction where permitted under these Terms.

11.3. Protection of Instructions

You acknowledge that Instructions and transmitted information on the Platform or by email may travel through public internet networks and transnational infrastructure that may not be fully secure. Tylt cannot guarantee the absolute security of such transmissions, and you accept the risks of unauthorized access or interference during transmission.

11.4. Withdrawals

Provided you have sufficient balances, and no holds are in place for your Digital Assets in connection with any Tylt Service, you may instruct Tylt to transfer Digital Assets to an external wallet address by submitting a withdrawal request via the Platform.

Upon receiving your withdrawal request, Tylt will:

1. Deduct the amount from your account balance.
2. Initiate an on-chain transfer to the external wallet you specified.

Tylt may decline withdrawal requests if required by Applicable Law or if we believe there are legal or operational concerns that prevent the withdrawal. Additionally, withdrawals may be temporarily suspended to address any platform-related incidents. Once such incidents are resolved, withdrawals will resume as normal.

12. Transactions

12.1. Entering into Transactions

You may engage in **Transactions** either:

- Directly with us, or
- Directly with other users, with or without facilitation by Tylt.

We do not guarantee that any Transaction will be completed successfully or within a specific time period.

12.2. Unauthorized Transactions

You are responsible for controlling and monitoring your Tylt Account. We will assume that any Instruction sent from your Tylt Account is authorized by you or a Permitted User unless we are notified otherwise.

It is your responsibility to:

- Regularly review your Account History.
- Report any unauthorized or suspicious activity immediately.

We are not liable for any claims or losses from a Transaction executed as a result of an unauthorized Instruction unless:

1. You notify us promptly in accordance with this clause.
2. Our internal investigation confirms that the Instruction was not authorized by you or a Permitted User—whether by mistake, negligence, or fraud.
3. It is proven that the unauthorized Instruction resulted solely from a technical issue attributable to Tylt.

12.3. Retention of Transaction Information

To ensure compliance with global data retention standards, you agree to allow Tylt to retain Transaction information for the lifetime of your Tylt Account, or for as long as required to fulfill their intended purposes, or as mandated by Applicable Law.

For more details on how we collect, process, and retain data, please refer to our Privacy Notice.

13. Material Interests and Conflicts

13.1. Tylt Group

You understand that Tylt is part of a group of companies engaged in activities related to Digital Assets.

13.2. Nature of Our Duties

You acknowledge that:

- Neither your relationship with us nor the provision of Tylt Services creates any legal, equitable, or fiduciary duties, unless expressly specified in these Terms.
- We and any Tylt Affiliate may act in multiple roles, potentially receiving fees or commissions from multiple parties (including you) for those roles.
- You agree that we may provide services or conduct business with or for you, other Tylt Affiliates, or other users simultaneously.

13.3. Material Interests

You agree that neither Tylt nor any Tylt Affiliate is obligated to:

1. Take into account any material information known to us or any affiliate.
2. Disclose such information to you.
3. Use such information for your benefit.

We may receive general market information during the ordinary course of providing services to you, which we may use as part of our business operations.

13.4. Conflicts of Interest

Tylt maintains effective organizational and administrative arrangements to:

- Identify and manage conflicts of interest between Tylt, its users, and third parties.
- Mitigate the risk of conflicts adversely impacting your interests.

If we identify a conflict that cannot be managed effectively through these measures, we will:

- Inform you about the nature and sources of the conflict.

- Explain the steps taken to mitigate the conflict, allowing you to make an informed decision about continuing to use our services.

We reserve the right to decline to act for you if we cannot adequately manage a conflict of interest by other means.

14. Transaction Limits

14.1. Your Transaction Limits

Your Tylt Account may be subject to limits on:

- a. The amount or volume of Transactions you can undertake through your account; and/or
- b. The value of Fiat Currency or Digital Assets you can transfer into or out of your Tylt Account.

These limits may apply over a specific period (e.g., daily) and will be displayed in your Tylt Account dashboard.

14.2. Changes to Transaction Limits

We reserve the right to modify any Transaction limit on your **Tylt Account** at any time, at our absolute discretion.

- You may also **request** a change to your limits.
- Any changes will be made at our sole discretion and may be subject to further conditions or requirements that we deem necessary.

15. Supported Digital Assets

15.1. Supported Digital Assets

Tylt Services are only available for Supported Digital Assets, which may change from time to time. A list of the currently Supported Digital Assets is available on our Website.

- **Removal or Suspension:** We may remove or suspend one or more Digital Assets from the list of Supported Digital Assets.
- **Advance Notice:** We will use reasonable commercial efforts to notify you in advance of such changes. When a Digital Asset is removed from the list, you will no longer be able to access that asset as part of Tylt Services but will still be permitted to withdraw it from your Tylt Account.

If unsupported Digital Assets remain in your Tylt Account beyond a specified period notified to you, we may, at our discretion, convert those assets into a stablecoin.

- We will notify you in advance of any conversion, and you will be given the opportunity to withdraw the affected Digital Assets within the timeframe specified by us, prior to conversion into stablecoins.

15.2. Responsibility and Limitations of Liability

- **Unsupported Assets:** Tylt assumes no liability for any attempt to use unsupported Digital Assets with your Tylt Account or for Digital Asset conversions as described in this clause.
- **Wallet Compatibility:** We are not liable for losses related to:
 - Sending unsupported Digital Assets to a Tylt Account.
 - Sending Supported Digital Assets to an incompatible wallet address.

If you send unsupported Digital Assets or incorrectly send assets to an incompatible address, you will lose those Digital Assets.

15.3. Recovery of Lost Assets

In certain cases, Tylt may offer, at its sole discretion, the option to attempt recovery of lost Digital Assets.

- **Fees:** Recovery attempts may incur fees, calculated at our discretion, which will be communicated to you before you authorize the recovery.

- **No Guarantees:** Tylt does not guarantee the recovery of lost Digital Assets or the amount that may be recovered. The final recovered amount may differ from any estimates provided.
- **No Assurance:** We do not evaluate or guarantee the authenticity, safety, or security of unsupported Digital Assets.
- **Limitation of Liability:** Tylt is not liable for any losses incurred during recovery attempts or subsequent use of the recovered Digital Assets.

15.4. Backed Digital Assets

Tylt may support Backed Digital Assets, which are tied or pegged to the value of other assets, such as Digital Assets, Fiat Currency, or commodities (e.g., gold or silver).

- **User Responsibility:** Before engaging in any transactions involving Backed Digital Assets, you acknowledge that you:
 - a. Have read, understood, and accepted all associated terms, conditions, and risks for each Backed Digital Asset.
 - b. Accept full responsibility for any transactions involving Backed Digital Assets.
- **No Obligation to Redeem:** Tylt is not obligated to purchase, repurchase, or facilitate redemption of any Backed Digital Assets.
- **Changes to Services:** We reserve the right to change, suspend, or discontinue any services related to Backed Digital Assets at any time, at our sole discretion.
- **No Guarantee of Value:** Tylt makes no representation or guarantee about the ability of a Backed Digital Asset to maintain its value. Additionally, we provide no assurances regarding reserves or collateral held by the issuer or any third party in relation to a Backed Digital Asset.

16. Account Security

16.1. Your Responsibility

You are solely responsible for **safeguarding your hardware and data** from viruses, malware, or other harmful materials. You must also back up and maintain **duplicate copies of any information** you store or transfer through the Tylt Services. Tylt is not responsible for any claims, losses, or damages resulting from your failure to comply with this clause, except as required by **Applicable Law**.

16.2. Security Measures

You and any Permitted Users are required to maintain adequate security and control over all Access IDs associated with your Tylt Account. To protect your Account, the following measures are necessary:

- a. Follow all Tylt procedures and security mechanisms precisely.
- b. Create and maintain a strong password to secure your Access IDs.
- c. Keep your registered email and phone number up to date to ensure you receive critical notices and alerts from Tylt.
- d. Do not allow remote access to your computer or screen when logged in to your Tylt Account.
- e. Remember that Tylt will never ask for your password or two-factor authentication (2FA) codes.
- f. Log out of your Tylt Account at the end of every session to prevent unauthorized access.

You must take proactive steps to secure your email account and Access IDs against attacks or unauthorized access. If you suspect a security compromise, you are required to notify us immediately and take the necessary steps to restore your account security.

16.3. Monitoring Your Account Activity

It is essential to monitor your Account History regularly to detect any unauthorized or suspicious activity. Notify us immediately if you identify anything unusual. You acknowledge that a Security Breach could result in unauthorized access to your Tylt Account, leading to the loss or theft of Digital Assets or funds, including from your linked bank accounts or credit cards.

16.4. If You Suspect a Security Breach

If you suspect a Security Breach, you must:

- a. Notify us immediately using the contact details provided in clause 3.1 and keep us updated with accurate information throughout the process.
- b. Lock your Tylt Account through the disable account function on the platform or by any other method we prescribe.
- c. Follow any additional steps we require to mitigate or report the Security Breach.

We may request further information or documents related to the breach, which you agree to provide promptly. Tylt reserves the right to share relevant information with third parties if necessary to investigate or resolve the issue.

17. Privacy

17.1. The Privacy Notice

Our collection and use of personal data in connection with these Terms, Tylt Services, the Platform, and any related site is governed by our Privacy Notice (as updated from time to time). By using Tylt Services, you acknowledge and agree that we may process personal data you provide or that we collect from you, in accordance with the Privacy Notice. The Privacy Notice forms part of these Terms.

You represent and warrant that:

- a. You have read and understood our Privacy Notice.
- b. You accept that our Privacy Notice may change over time to reflect changes in our business. If a new version of the Privacy Notice is provided, you agree to promptly read and review the updated Privacy Notice.

18. Changes to the Terms and Other Conditions

18.1. How and When We Can Make Changes

We may make changes to these Terms or any other incorporated terms (including Product Terms) at any time. By continuing to use the Tylt Services after any changes are made, you agree to be bound by the updated Terms. All changes will be published on our website and may also be communicated to you by email, through the app, or by other means we deem appropriate.

Where possible, we will notify users in advance of changes. However, there may be situations where changes need to take effect immediately. In such cases, we will notify users as soon as reasonably possible after the changes come into effect. These circumstances may include but are not limited to:

- a. Legal or regulatory requirements that require immediate action.
- b. Clarifications or improvements to the Terms.

18.2. When Changes Take Effect

Unless changes take effect immediately (as described above), they will come into force after users have been notified. If you do not agree to the changes, you may close your Tylt Account following the process outlined in clause 19.1. Your continued use of Tylt Services will be deemed as acceptance of the updated Terms.

18.3. Changes to Fees

We may also update the fees listed on the Fee Structure page on our website, which may include introducing new fees or charges. If you do not accept the changes, you are free to close your Tylt Account in accordance with clause 19.1. If you continue to use Tylt Services after the fee changes take effect, you will be deemed to have accepted the new fees.

19. Closing Your Tylt Account

19.1. Your Right to Close Your Tylt Account

You may terminate your Tylt Account at any time by following the **account termination procedures** prescribed by us from time to time. There are **no charges for terminating** your account, but you must ensure that all **outstanding amounts owed** are paid in full. By closing your account, you authorize us to **cancel or suspend any pending transactions** and deduct any outstanding amounts from your Tylt Account.

In certain situations, your Tylt Account cannot be closed, including:

- a. If you are **evading an investigation** by relevant authorities;
- b. If there is a **pending transaction** or an **open claim** associated with your account;
- c. If your account has any **outstanding balances** owed to us; or
- d. If your account is **frozen, held, or subject to limitations**.

19.2. What Happens When Your Tylt Account is Closed

Upon closing your account, you must **withdraw all Digital Assets** from your Tylt Account. If you fail to withdraw your assets or if your account remains **inactive for 90 consecutive days**, we will notify you of our intention to mark your account as **dormant**.

19.3. What Happens When Your Account Becomes Dormant

If you do not respond within 30 days of receiving our notice:

- a. Your account will be marked as dormant.
- b. We may convert your Digital Assets to another type of Digital Asset. Tylt will not be liable for any loss of profit, tax obligations, or other damages resulting from this conversion.
- c. Your dormant account and any remaining assets may be transferred to a third party, such as a Tylt Affiliate, a third-party custodian, or an isolated wallet, if we deem it necessary. You can retrieve your Digital Assets by satisfying the verification requirements of Tylt or the relevant third party.
- d. We may adjust the dormant account, granting you a contractual claim to the quantity and type of Digital Assets held prior to the account becoming dormant.
- e. We reserve the right to charge a dormant account fee to cover the cost of maintaining your Digital Assets with any third party or affiliate. This fee will be deducted from your account on a monthly basis.
- f. We may close your dormant account at any time.

You acknowledge that Tylt has no obligation to pay rewards, incentives, or interest on dormant accounts, even if such payments were previously agreed upon under the relevant Product Terms.

20. Termination, Suspension, Holds, and Restrictions

20.1. Our Rights

We may at any time modify or discontinue, temporarily or permanently, any portion or feature of the Tylt Services. This may include the right to:

1. Refuse, block, cancel, or reverse any Transaction you have authorized, where permitted by Applicable Law.
2. Terminate, suspend, or restrict your access to any or all of the Tylt Services.
3. Terminate, suspend, close, hold, or restrict access to any or all of your Tylt Account(s).
4. Refuse to transmit information or Instructions to third parties (including but not limited to third-party wallet operators).
5. Take any other necessary action with immediate effect for any of the following reasons:

a. Ineligibility

You are not, or are no longer, eligible to use one or more Tylt Services.

b. Suspicious Activity

We reasonably suspect:

- i. The person accessing your Tylt Account is not you, or the account has been or will be used for illegal, fraudulent, or unauthorized purposes.
- ii. The person using your Corporate Tylt Account is not a Permitted User, or the account has been used for unauthorized activities.
- iii. Multiple individuals are using the same account or the account is being misused for unauthorized purposes.
- iv. The information provided by you is incorrect, outdated, or incomplete.

c. Financial Concerns

We have reasonable concerns about your creditworthiness or financial status, such as:

- i. If you are an individual, you become bankrupt, of unsound mind, or face bankruptcy proceedings.
- ii. If you act on behalf of a partnership, any partner becomes bankrupt or the partnership is dissolved or altered.
- iii. If you act on behalf of a corporation, the corporation is insolvent or undergoing judicial management or receivership.
- iv. You arrange a meeting of creditors or propose any compromise or assignment for the benefit of your creditors.

d. Pending Information Requests

You have not complied with the information request in accordance with **Clause 8**.

e. Enhanced Due Diligence

You have not complied with enhanced due diligence requirements as per **Clause 7.4**.

f. Legal Requirements

We are required by **Applicable Law** or an authority to take action regarding your Tylt Account.

g. Breach or Fraud

We suspect or determine:

- i. You have breached these Terms or any applicable Product Terms.
- ii. You have breached express or implied warranties in these Terms.
- iii. Your account or a Transaction is unauthorized, fraudulent, or unlawful.
- iv. Your account is involved in money laundering, fraud, or other criminal activities.

h. Legal Proceedings

Your account is under investigation or involved in litigation or regulatory proceedings.

i. Outstanding Debt

You owe amounts to Tylt that remain unpaid.

j. Communication Issues

Our communications to your registered email are returned as undeliverable.

k. Identity Verification Issues

We encounter issues with verifying your identity.

l. Circumvention of Controls

You attempt to circumvent controls by creating multiple accounts without permission or abusing our promotions.

m. Other Reasons

There are other valid reasons requiring us to take action.

20.2. Your Acknowledgement

You agree that:

- a. The scenarios outlined above are **non-exhaustive** examples of when we may act to terminate, suspend, or restrict your access to the Tylt Services.
- b. Our decision to take action may be based on **confidential risk management criteria**, which we are not obliged to disclose.

20.3. Consequences of Action

If we terminate, suspend, or restrict access to your Tylt Account:

- a. Open Instructions, trades, or Transactions may be closed by either you or us, depending on the situation.
- b. A chargeback may lead to the immediate suspension or restriction of your Tylt Account and services.
- c. Reactivating a suspended or restricted account may require reimbursement of the chargeback amount, including any applicable fees.
- d. You will be liable for any unpaid amounts, and Tylt has the right to deduct these from your account without notice.

20.4. Unlawful Possession

If we reasonably believe that Digital Assets or fiat currencies in your Tylt Account are stolen or unlawfully obtained, we may place a hold on those funds. The hold may remain in place until evidence proves that you are entitled to the funds. We will not intervene in any dispute relating to ownership of the funds.

20.5. Restricted Access in Certain Jurisdictions

Some Tylt Services may be unavailable to residents of certain countries. If you travel to a prohibited jurisdiction, your access to the Tylt Services may be blocked. This may affect your ability to trade or monitor existing positions.

You must not use VPNs or similar tools to circumvent these restrictions.

21. Background IP

All intellectual property related to Tylt Services ("Tylt IP") shall remain vested in Tylt.

22. License of Tylt IP

We grant you a non-exclusive, revocable license for the duration of these Terms, or until we suspend or terminate your access to the Tylt Services, whichever comes first, to use the Tylt IP (excluding trademarks) solely as necessary for you to access and use the Tylt Services for non-commercial, personal, or internal business purposes in accordance with these Terms.

23. License of User IP

23.1. Your Grant of License

You grant us a perpetual, irrevocable, royalty-free, worldwide, and non-exclusive license to use your User IP to the extent that:

- a. It forms part of, or is necessary for, the use of any Created IP; and
- b. It is necessary to allow us to provide you with the Tylt Services from time to time.

23.2. Our Right to Sub-License

This license includes the right for Tylt to sub-license the User IP to third parties as required to enable us or any Tylt Affiliates to provide you with the Tylt Services, or any part of them.

24. Created IP

24.1. Vesting of Created IP

All intellectual property created in connection with or derived from the Tylt Services ("Created IP") shall automatically vest in Tylt on the date it is created.

24.2. Assignment

You hereby assign (and agree to ensure that any agents, representatives, or contractors assign) full ownership rights to all present and future interests in the Created IP to Tylt with full title guarantee. Upon request, you agree to execute all documents and perform any necessary actions to perfect the assignments outlined in this clause, without charge to us.

25. General

25.1. Tylt Not Responsible for User Material

You agree and acknowledge that:

1. Tylt is not responsible for any User Material (whether provided by you or third parties) available on the Platform or Sites.
2. Any use of such User Material is at your own risk, and we make no warranties regarding its availability, quality, or fitness for a specific purpose.

25.2. Tylt's Rights

We reserve the right, at our sole discretion, to remove, modify, or reject any content you submit, post, or display on the Platform or Sites (including any User Material). We may take any of the following actions as we deem appropriate:

- Issue a written warning to you.
- Remove or modify any User Material.
- Seek damages or other compensation from you.
- Suspend or terminate your Tylt Account.
- Restrict or ban your access to all future Tylt Services.

25.3. Recording of Communications

You agree that Tylt may record any communications between you and us, including electronic communications, telephone calls, or video calls. These recordings may serve as evidence of our interactions and be used to respond to inquiries, ensure compliance with legal requirements, improve our services, and provide customer support.

YOUR OBLIGATIONS AND LIABILITY

26. Prohibited Use

By opening a Tylt Account or conducting any Transaction, and without prejudice to any other restrictions or limitations in these Terms, you agree that you and any Permitted User will not:

- a. Breach these Terms or any related agreements, including but not limited to any applicable Product Terms.
- b. Use Tylt Services in violation of our Prohibited Use Policy.
- c. Use Tylt Services for resale or commercial purposes, including executing transactions on behalf of others, unless explicitly agreed upon by us in writing.
- d. Engage in market manipulation or activities that artificially influence the price of any Digital Asset.
- e. Engage in fraudulent activities or take actions that lead us to suspect fraudulent behavior or transactions on your account.
- f.
 1. Double-claim funds by attempting to receive payment from both us and another user for the same transaction during a dispute.
 2. Conduct business in a manner that causes or may cause complaints, disputes, chargebacks, fees, fines, or other liabilities to us, other users, or third parties.
 3. Allow your Tylt Account to hold a negative balance or quantity of Digital Assets.
- g. Provide false, inaccurate, or misleading information during your use of the Tylt Services, in communications with us, or in any other matter related to these Terms.
- h. Engage in unauthorized or harmful activities on the Platform, including but not limited to:
 1. Use deep linking, web crawlers, bots, spiders, or other automated processes to access, obtain, copy, or monitor any part of the Platform, or bypass the navigation or structure of Tylt Services.
 2. Attempt to access restricted areas or connect to Tylt Services or systems without proper authorization, through methods such as hacking or password mining.
 3. Probe, scan, or test the security vulnerabilities of the Platform or any network connected to it, or violate security and authentication protocols.
 4. Attempt to reverse-engineer, track, or discover user information of other users or visitors.
 5. Impose an unreasonable or excessive load on the infrastructure or networks of Tylt Services or any related systems.
 6. Use software or devices to interfere with transactions or the regular operation of Tylt Services, or disrupt the use of Tylt Services by others.
 7. Manipulate, forge headers, or impersonate other users or entities to disguise your identity or the origin of any communication with us.
- i. Modify or adapt the entire or any part of the Platform, or combine or incorporate it into any other program or application without permission.
- j. Disassemble, decompile, or reverse-engineer any components of the Platform to extract the underlying source code, object code, concepts, or algorithms.
- k. Infringe intellectual property rights by:
 1. Modifying, replicating, duplicating, or copying any part of the Tylt IP.
 2. Downloading, storing, transmitting, broadcasting, publishing, or otherwise disseminating Platform content in a way that is not authorized.
 3. Removing or altering any copyright statements, labels, or licenses associated with the Platform.
 4. Selling, licensing, renting, or sub-licensing any part of the Tylt IP or intellectual property.
 5. Creating derivative works from any part of the Platform or exploiting Tylt IP in ways beyond the scope permitted by these Terms.
- l. Facilitate any malicious software or routines that could:
 1. Introduce viruses, Trojan horses, worms, or similar harmful programs.

2. Damage, interfere with, intercept, or steal any data, system, or information connected with Tylt Services.

m. Engage in actions that bypass security measures or disrupt services, including:

1. Using anonymizing proxies to obscure your identity.
2. Utilizing temporary, disposable, or self-destructive email addresses to create Tylt Accounts or use Tylt Services.
3. Employing software or devices to bypass our robot exclusion headers or interfere with the Platform.
4. Taking actions that may cause us to lose the services of our internet providers, hosting services, or suppliers.

n. Create, or claim to create, any security interest over your Fiat Currency or Digital Assets held in your Tylt Account without our prior written consent.

o. Violate or attempt to violate Applicable Law or infringe the intellectual property rights of Tylt or others, including:

1. Copyrights, patents, trademarks, trade secrets, or any other proprietary rights.
2. Rights of privacy or publicity belonging to third parties or Tylt.

p. Access or use Tylt Services directly or indirectly in violation of:

1. Jurisdictions designated high risk by Tylt, including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea region.
2. Any individual or entity identified as high risk or restricted by the United States, United Kingdom, European Union, or United Nations. This includes:
 - Sanctions lists maintained by the U.S. Office of Foreign Assets Control (OFAC).
 - Denied Persons List or Entity List issued by the U.S. Department of Commerce.

27. Representations and Warranties

You hereby represent and warrant to us, at all times, the following:

a. Accuracy of Documents and Information

All documents and information you provide to us are:

- True, accurate, complete, and up to date in all respects.
- Relied upon by us in determining your eligibility to access the Platform or use the Tylt Services.

b. Independent Decision-Making

- All decisions made in connection with these Terms were based solely on your own judgement.
- You performed an independent assessment of your financial resources, ability and willingness to take relevant risks, and financial objectives.

c. Authority and Capacity

You confirm that you have the full power, authority, and capacity to:

- Access and use the Platform and Tylt Services.
- Enter into, deliver, and perform your obligations under these Terms and any related agreements, including Product Terms.

d. Corporate, Partnership, or Trust Entities

If you are a corporation, partnership, or trustee of a trust, you represent that:

- The entity is operated in compliance with Applicable Law and relevant deeds or documents.

- You will notify us immediately if:
 - o There are changes in directors, partners, trustees, or beneficial owners.
 - o The entity is dissolved, voluntarily or involuntarily.

e. Required Authorizations

All required authorizations, consents, and approvals from third parties and authorities:

- Have been obtained and disclosed to us in writing.
- Remain valid and have not been withdrawn or amended.

f. Legal Enforceability

These Terms and any related agreements are **valid and legally binding obligations**, enforceable in accordance with their terms.

g. Not a Restricted Person

You confirm that you are **not a Restricted Person** under the definition in these Terms.

h. Legal Status

- For legal entities: You are duly incorporated, organized, and validly existing under the laws of your jurisdiction.
- For individuals: You are at least 18 years old.

i. Compliance with Laws and Agreements

Your access to the Platform, use of Tylt Services, and performance under these Terms will not:

1. Conflict with your constitutive documents (if you are a legal entity, partnership, or trustee).
2. Breach or default any agreement or undertaking to which you are a party or bound.
3. Cause you, us, or any third party to breach any Applicable Law, court judgment, arbitration award, or regulatory requirement.

28. Technology Disclaimers

28.1. No Representation or Warranty

Tylt Services, including any information provided on the Sites, Platform, or through Chat Services, are provided “as is” and “as available” without any express or implied representation or warranty, to the maximum extent permitted by Applicable Law.

No implied warranties of:

- Title
- Merchantability
- Fitness for a particular purpose
- Non-infringement

We make no promises that access to the Platform, Sites, your Tylt Account, or Tylt Services will be continuous, uninterrupted, timely, or error-free.

Delays or disruptions may occur, including periods when trading is unavailable on the Platform.

28.2. Suspension of Access

We may suspend access to your Tylt Account or Tylt Services for scheduled or emergency maintenance.

Although we strive to process transactions promptly, we do not guarantee processing times, as they may depend on factors beyond our control.

28.3. Content

While we aim to keep the information on the Sites and Platform accurate and updated, we make no guarantees—whether express or implied—that the content provided (including Tylt Services information) is:

- Accurate
- Complete
- Up to date

28.4. Third-Party Websites

Links to third-party websites may be provided for your convenience, but these websites are not under our control.

You acknowledge that we are not responsible for any:

- Content, materials, or information on these third-party sites.
- Services provided by these third-party websites.

28.5. Network Access and Compatibility

You are responsible for:

- Acquiring data network access necessary to use Tylt Services.
- Obtaining and updating compatible hardware or devices to access the Tylt Services and Sites, including updates.

We do not guarantee that Tylt Services will work on specific hardware or devices.

The Tylt Services may be affected by malfunctions and delays inherent to the internet and electronic communications.

30. Liability

30.1. Our Liability

- Neither Tylt nor any Tylt Affiliate will be liable for any loss unless it arises solely and directly from gross negligence, willful misconduct, fraud, or a material and continuing breach of these Terms.
- In any case, the total liability of Tylt and its Affiliates will not exceed the fees you paid to Tylt in the 12-month period immediately preceding the event giving rise to the loss. This sum constitutes full and final settlement of Tylt's liability.
- Tylt is not aware of any special circumstances specific to your use of its services. Damages are the sole remedy, and you will not be entitled to any additional claims, such as injunctions or specific performance.

30.2. Limitations on Liability

You acknowledge that Tylt and its Affiliates are not liable for:

a. Losses or damages related to:

- Any risks mentioned in the Risk Warning.
- Operation, functionality, or availability of underlying Digital Asset protocols.
- Value fluctuations or insufficient reserves in Backed Digital Assets.
- Tylt's actions or inactions under these Terms.
- Inaccuracies or delays in Digital Asset data or interruptions in transmission.
- Scheduled or unscheduled maintenance of the platform.
- Theft or loss of devices used to access Tylt Services.
- Actions by other users or third parties.
- Technical failures, malware, phishing attacks, or security breaches affecting your hardware or internet access.

b. Service decisions and limitations, including:

- Account rejections, terminations, or suspensions, preventing withdrawals or Transactions.
- Transaction limits on your account.
- Availability of Digital Assets on the platform.
- Failure to contact you using your provided information.
- Closing of dormant accounts.
- Delays or failures in Transaction completion.
- Refusals or delays in processing Instructions.

c. Losses caused by:

- Third-party actions, scams, or fraud involving Tylt as an intermediary.
- User-requested withdrawals from the platform.
- Issues arising from initial coin offerings (ICOs) or new asset listings.
- Network events, Forks, or Airdrops.
- Service interruptions or communication issues affecting your access to Tylt Services.

d. Special or consequential losses:

- Business losses, profit loss, or lost opportunities.
- Claims not commenced within one calendar year of the incident. You agree this time limit applies, even if longer periods are allowed under Applicable Law. If a legal limit applies, the clause will reflect the shortest enforceable length.

30.3. Damage or Interruption

- Tylt is not responsible for damage caused by malware, phishing, or other attacks affecting your devices or accounts.
- We recommend using virus screening software and being cautious of suspicious SMS or emails, as these can be vulnerable to spoofing and phishing.
- You are responsible for keeping login credentials secure, including usernames, passwords, and 2FA details.

30.4. Fiat Currency Disclaimer

- Fiat currency balances displayed in your Tylt Account do not represent a direct holding by Tylt. Tylt does not receive, store, or transfer Fiat Currency or engage in regulated financial activities such as deposit-taking or remittance.

Resolving Disputes: Forum, Arbitration, and Class Action Waiver

- Nothing in this section deprives you of your mandatory legal rights under Applicable Law.

31. Notice of Claim and Dispute Resolution Period

31.1. Contact Tylt First

- If you have any concerns, Tylt requests that you first reach out to resolve the matter informally, without resorting to legal action.
- Tylt will issue a ticket number if your issue cannot be resolved immediately. This ticket number will initiate Tylt's internal dispute resolution process, which the parties will attempt to resolve in good faith and confidentiality.

31.2. Submitting a Notice of Claim

If the dispute is not resolved to your satisfaction, and you want to bring a formal Claim against Tylt, you must submit a Notice of Claim.

The Notice of Claim must include:

1. The nature and basis of your claim or dispute.
2. The specific relief you are seeking.
3. The original ticket number issued by Tylt.
4. Your custody account email.

Submit the Notice of Claim via: <https://www.Tylt.com/en/chat>.

Either party may submit the dispute to arbitration after the Notice of Claim is provided.

31.3. Prerequisite to Arbitration

Filing a Notice of Claim and engaging in internal dispute resolution are mandatory prerequisites to pursuing arbitration or other legal proceedings.

31.4. Confidentiality of Settlement Offers

During the arbitration process, **settlement offers** made by either party must **not be disclosed** to the arbitrator.

32. Agreement to Arbitrate

32.1. Mandatory Arbitration

- Unless Applicable Law provides otherwise, all Claims shall be resolved through mandatory, final, and binding individual arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under its current rules.
- Class action lawsuits are not permitted under this arbitration agreement.

32.2. Seat of Arbitration

- The seat of arbitration will be Hong Kong.

32.3. Composition of the Tribunal

- A single arbitrator will be appointed per the HKIAC Rules.

32.4. Language of Arbitration

- The arbitration will be conducted in English.

32.5. Arbitrator's Jurisdiction

- The arbitrator has the exclusive authority to determine their own jurisdiction, including disputes over the validity and scope of this arbitration agreement.

32.6. Survival of Arbitration Clause

- This arbitration agreement will remain in force even if these Terms are terminated.

32.7. Limitation Period for Arbitration

- Arbitration must be initiated within one year from when the event giving rise to the claim was discovered or should reasonably have been discovered. This period includes the Dispute Resolution Period outlined in Clause 31.
- No claims may be made if arbitration is not initiated within this Limitation Period. If this period is not enforceable under Applicable Law, claims must be filed within the shortest legally permissible period.
- Notices of Arbitration must be served in accordance with HKIAC Rules and Applicable Laws.

32.8. Notice of Arbitration by Tylt

- If Tylt initiates arbitration, it will send notice to the email or mailing address you provided.

- It is your responsibility to ensure your contact details are up-to-date.
- Any notice sent to the provided address will be considered valid and effective for all legal purposes, including compliance with service requirements.

33. Confidentiality

33.1. Confidentiality of Arbitration

- **All aspects of arbitration** shall be kept strictly confidential, including:
 - o The **existence** of the arbitration.
 - o The **content** of any claims or disputes.
 - o Any **documents, submissions, orders, or awards** related to the arbitration.
- Disclosure is limited to:
 - o The **tribunal, HKIAC**, and the involved **parties** (including their counsel, auditors, experts, or insurers).
 - o Disclosure is permitted only:
 1. With **written consent** from the other party.
 2. If required by **law or regulations** from any competent authority.
 3. In pursuit of **legal proceedings** to enforce or challenge the arbitration award.
 4. If the information becomes **public** without breaching this clause.
- **Survival:** The confidentiality obligation survives even after the **termination** of these Terms or the conclusion of arbitration proceedings.

34. Governing Law

- Unless Applicable Law requires otherwise, these Terms (including the arbitration agreement) shall be governed by Hong Kong law.

35. Class Action Waiver

- **You agree to bring any claims** against Tylt only on an **individual basis**.
- **Class actions, collective actions, or representative proceedings** are not permitted.
- Combining multiple individual arbitrations into a **single arbitration** is not allowed without Tylt's **consent**.

General Terms (Clause 36)

36.1. Compliance with Applicable Law

You and any Permitted User must comply with all laws and regulations, including anti-money laundering and data privacy laws, when using the Tylt Services or Platform.

36.2. Notices

Notices from Tylt will be sent to your email account. You must ensure your email is up to date. Tylt may change the notice methods and will notify users accordingly.

36.3. Announcements

Important announcements, including updates on promotions, security, or Airdrops, will be posted on the Tylt website. You are responsible for keeping track of these announcements.

36.4. Entire Agreement

These Terms and relevant Product Terms form the entire agreement between you and Tylt.

36.5. Assignment

You may not assign your rights under these Terms without written consent from Tylt. Tylt may transfer its rights and obligations without prior notice.

36.6. Invalidity

If any clause is found to be invalid or unenforceable, the remaining provisions will remain in full effect.

36.7. Communication Records

Tylt may record conversations and communications, and these records can serve as evidence.

36.8. Language

In case of inconsistencies, the English version of the Terms will take precedence.

36.9. Third-Party Rights

Only Tylt Affiliates may benefit from these Terms. No other third party has enforceable rights.

36.10. Survival

Obligations that extend beyond the **termination** of these Terms will remain in effect.

36.11. Relationship of the Parties

Tylt is not acting as your agent. These Terms do not create a partnership, joint venture, or franchise.

36.12. Digital Assets

Digital assets held in your account are not segregated. Tylt maintains internal ledger entries for user entitlements. You do not have the right to demand specific digital assets, only the equivalent quantity and type held to your credit.

36.13. Force Majeure

Tylt is not liable for delays or failures caused by Force Majeure Events.

36.14. No Waiver

Any delay or omission by Tylt in exercising its rights does not constitute a waiver of those rights.

36.15. Set-Off Rights

Tylt may offset any amounts owed by you against funds in your account.

36.16. Privacy of Others

If you receive personal information about other users, you must **keep it confidential** and use it only for purposes related to Tylt Services.

36.17. Publication of Breaches

Tylt may publish information about your breach of these Terms if it is deemed necessary for user protection.

36.18. Death or Incapacity

If you pass away or become incapacitated, your Tylt Account will be suspended until:

1. An inheritance application is completed.
2. Proof of your status is provided (if applicable).

The transfer of your assets will depend on applicable law and Tylt's requirements.

36.19. Taxes

You are responsible for determining your tax obligations related to the use of Tylt Services. Tylt may report transactions to tax authorities and withhold taxes where required by law.

37. Definitions and Interpretation

General Rules of Interpretation

- a. **Clause headings and numbering:** Used for convenience only, they do not affect the interpretation, priority, or meaning of any part of these Terms.
- b. **"Include" or "including":** Both terms mean **"including without limitation"**.
- c. **Undertaking to act or refrain from acting:** Implies an obligation to prevent such actions from occurring or being permitted.
- d. **Singular and plural forms:** Words in the **singular include the plural**, and vice versa. Words denoting **any gender** are inclusive of all genders.
- e. **Document references:** Refer to documents as **amended, varied, or updated** over time, unless done in breach of these Terms.
- f. **Order of precedence:** If there are **inconsistencies between documents**, the following order of precedence will apply:
 - i. **Product Terms**
 - ii. **Privacy Notice**
 - iii. **These Terms**

Definitions

Access IDs: Your account credentials, including username, passwords, API keys, secret keys, and any other codes or methods of authentication used to access Tylt Services or send instructions.

Account History: The record of your transactions and Tylt Account activity, including electronic records.

Airdrop: The distribution or attempted distribution of digital assets to network addresses by a digital asset network.

API: Stands for Application Programming Interface.

Applicable Law: Includes all relevant statutes, regulations, laws, and rules, issued by any relevant authority, government, or regulatory body that govern the use of Tylt Services.

Backed Digital Assets: Defined as digital assets pegged to other assets (such as fiat currency or commodities) under clause 15.3.

Tylt, we, our, or us: Refers to **Nest Services Limited**, a company registered in **Seychelles** (registration number: 238045) with its office at **House of Francis, Room 303, Ile Du Port, Mahe, Seychelles**.

Tylt Account: Includes both individual and corporate accounts (or sub-accounts) created to record your use of Tylt Services.

Tylt Affiliates: Entities that directly or indirectly control, are controlled by, or are under common control with Nest Services Limited.

Tylt API: An API provided by Tylt or its affiliates, available as a service or used by third-party applications.

Tylt IP: Includes Created IP and all intellectual property rights owned or licensed by Tylt, whether existing at the time of these Terms or acquired later.

Tylt Services: Refers to the services provided by Tylt via its platform.

Tylt Sub-Account: A sub-account linked to a primary Tylt Account.

Chat Service: Defined in clause 5 as the interactive online chat feature offered by Tylt to assist with services and user inquiries.

Claim: Refers to any dispute, claim, or controversy arising from: a. These Terms or any Product Terms, including interpretation, negotiation, or termination issues. b. Your relationship with Tylt or any Tylt Affiliates. c. Non-contractual obligations related to these Terms, Product Terms, or your relationship with Tylt.

Control: The power to direct the affairs of another entity, including: a. Owning more than 50% of voting rights or share capital. b. Controlling management votes in a partnership.

Corporate Tylt Account: An account opened for an organization or corporation for using Tylt Services.

Created IP: Intellectual property generated by users under these Terms, excluding User IP.

Digital Assets: Electronically transferable value using distributed ledger technology, including cryptocurrencies, stablecoins, NFTs, and tokenized derivatives.

Dominant Digital Asset: A version of a Forked Digital Asset that Tylt determines to have dominance over other versions.

Email Account: The email address linked to your Tylt Account as agreed with Tylt.

Fiat Currency: Government-issued national currencies such as USD or EUR, excluding Digital Assets.

Force Majeure Events

These events beyond Tylt's control may impact services: a. **Natural disasters** (floods, hurricanes, etc.).

b. **Acts of terrorism, war, riots, or civil unrest.**

c. **Government regulations** impacting Tylt operations.

d. **Technical or transmission failures** (e.g., power outages, equipment failure).

e. **Closure or suspension** of any Tylt Affiliate.

f. **Labour strikes, trade disputes**, or industrial actions.

Fork: A change to the underlying rules of a Digital Asset, resulting in one or more versions (Forked Digital Assets).

Forked Digital Asset: A new version of a Digital Asset created due to a Fork.

Improper Intent: Actions involving market manipulation or exploiting Tylt's pricing mechanisms.

Instruction: Orders or requests sent to Tylt to perform actions on your account.

Intellectual Property Rights: Includes copyrights, patents, trademarks, and trade secrets, along with applications for such rights.

List of Prohibited Countries: Accessible [here](#).

Local Terms: Jurisdiction-specific rules governing the use of Tylt Services.

Losses: As defined in clause 29.1, covering various liabilities and expenses.

Manifest Error: A clear error or omission (e.g., misquotes or system faults).

Mobile App: Tylt's mobile application providing access to services.

Network Event: Any blockchain-related event affecting control, transaction records, or smart contracts, such as 51% attacks.

Permitted User: A designated individual authorized to act on behalf of a Corporate Tylt Account.

Platform: The digital interface where Tylt Services are accessed, including via websites, mobile apps, APIs, or other prescribed means

Privacy Notice: The privacy policy governing the collection and use of personal data, available at <https://www.Tylt.com/en/privacy>.

Product Terms: The specific terms and conditions applicable to individual Tylt Services, in addition to these general Terms.

Regulatory Authority: Any domestic or international authority with regulatory powers, including government agencies, tax authorities, courts, and self-regulatory organizations.

Restricted Person: An individual or entity who: a. Appears on any sanctions list, such as the OFAC Specially Designated Nationals list, or equivalent lists by the EU, UN, or other nations. b. Resides, operates, or is established in any country listed in the [List of Prohibited Countries](#).

Risk Warning: Tylt's general notice about risks related to using its services, available on the Website.

Security Breach: Any incident involving: a. Compromise of your Tylt Account or Access IDs.

b. Loss or theft of Access IDs, or unauthorized access to your account.

c. Cyber-attacks or other incidents impacting your or Tylt's security.

Sites: Refers to Tylt's Website and all other related web pages and content controlled or operated by Tylt.

Supported Digital Assets: The specific Digital Assets that Tylt makes available for transactions through its services.

Terms: This document, along with all referenced agreements and product-specific terms, which together form the entire agreement between Tylt and its users.

Trade Marks: The logos, service marks, and trademarks displayed on the Tylt Platform, Sites, and services.

Transaction: Any act of selling, purchasing, transferring, or exchanging Digital Assets or Fiat Currency through the Tylt Platform.

User IP: Intellectual Property Rights owned or licensed to you, excluding Tylt IP.

User Materials: Any reviews, comments, or data provided by users on the Sites, Platform, or through Tylt Services, including feedback and communications via "Contact Us" or similar pages.

Website: Refers to Tylt's primary domain: www.tylt.money