

Metex User Agreement (Terms and Conditions)

Intent

This is a User Agreement outlining the terms and conditions that you accept and agree to, by your indicating acceptance and continuing to access Metex websites, device applications and other associated services.

Scope

This agreement is between you and Metex Corp Pty. Ltd. (Metex). It applies to all users of Metex Services. Further terms and conditions apply to services offered to members and are agreed to in addition to this agreement. "Metex", "we", "our" or "us", are references to **Metex, associated services and websites** (and subsidiary Companies) depending on the context. References to "you" or "your" are to the person or entity with whom Metex enters into this Agreement.

By signing up to use an account through METEX, or any of our associated websites, APIs, or mobile applications (collectively the "**METEX**") you expressly agree to our terms of service as outlined in this User Agreement.

By entering this Agreement, you further acknowledge and agree that you have read, understood, and completely accept all of the terms and conditions in this User Agreement and our Privacy Policy in effect, as changed at our discretion from time to time.

You acknowledge that you understand METEX may amend, modify, add to or delete Terms of Use in this User Agreement and our Privacy Policy at our discretion. Those amendments, modifications, additions or deletions apply to your use of the Services as soon as they are displayed on the website (whether or not you are aware of those amendments, modifications, additions or deletions). All subsequent transactions by you will be subject to the amended and most current Terms of Use.

Policy

You should be aware that the risk of loss in trading or holding some digital currencies can be substantial.

You should therefore carefully consider whether trading or holding digital currencies is suitable for you with regard to your financial situation.

METEX kindly reminds you that the risk of loss in trading or holding coins, tokens, crypto, digital currency, or digital assets of the like (collectively "Digital Currency") can be substantial and acknowledge that you are aware of it. Due to the risk of substantial losses you should carefully consider whether trading or holding Digital Currency is suitable for you, subject to your financial circumstances and susceptibility to risk.

Digital Currency Exchanges in Australia are currently regulated by the Australian Transaction Reports and Analysis Centre (AUSTRAC). Metex Corp Pty. Ltd. is registered with, and reports to AUSTRAC.

Unlike other traditional forms of currency, Digital Currency is decentralised and is not backed by a central bank, government or legal entities. Consequently, the value of Digital Currency is highly dependent upon market factors, confidence of investors, regulatory announcements or changes, and any other relevant factors.

1. Services.

1.1. Eligibility

- 1.1.1. To be eligible to use the Metex Services, you must be at least 18 years old.
- 1.1.2. Your eligibility to access certain Metex Services also depends on the country in which you reside. Please check the list of METEX Services accessible by country can be found at metals.exchange or msc.exchange

1.2. Digital Currency Services

- 1.2.1. The websites, and associated mobile applications, (collectively "METEX") are owned, operated and controlled by METEX CORP PTY LTD (ABN 19 624 831 821) trading as METEX.
- 1.2.2. The following services (the "Digital Currency Services") are provided to you by METEX:
 - 1.2.2.1. Certain payment services enabling you to send and receive Digital Currency.
 - 1.2.2.2. Digital Currency Services
 - (a) One or more hosted digital currency wallets enabling you to store, track, transfer, and manage your balances of certain supported digital currencies, like Bitcoin or Ethereum etc. (the "METEX Wallet" and "Digital Currency" respectively);
 - (b) A Digital Currency exchange service enabling you to obtain prices for your purchases and sales of Digital Currencies (a "DC Exchange");
 - (c) A Digital Currency conversion service enabling you to buy and sell Digital Currencies in transactions with METEX (the "Conversion Services")
 - (d) A digital currency to Fiat service enabling you to purchase digital currency with your corresponding Fiat denomination.

1.3. Regulation

- 1.3.1. METEX Services are registered with the Australian Transaction Reports and Analysis Centre (AUSTRAC) and controlled by the following legislation:
 - Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act)
 - Anti-Money Laundering and Counter-Terrorism Financing Rules (AML/CTF Rules)
 - Anti-Money Laundering and Counter-Terrorism Financing Regulations 2008 (AML/CTF Regulations)
 - Financial Transaction Reports Act 1988 (FTR Act)
 - Anti-Money Laundering and Counter-Terrorism Financing Amendment Act 2017 (AML/CTF Amendment Act)

1.4. Fees

- 1.4.1. A full list of METEX's fees can be found on the Pricing and Fees Disclosures page on our websites.

1.5. Digital Exchange Services

1.5.1. The Digital Currency Exchange Service enables you to buy Digital Currency using:

- Currency stored in your Currency Wallet/s; and / or
- Central bank issued currency (such as AUD or USD) where supported by METEX.

1.5.2. Conversely, when you sell Digital Currency you may elect to receive:

- Currency stored in your Currency Wallet/s; and / or
- Central bank issued currency (such as AUD or USD) where supported by METEX.

1.5.3. You may purchase supported Digital Currency by using Currency credited to your Currency Wallet. You authorise us to debit Currency from your Currency Wallet. Although we will attempt to deliver Digital Currency to you as promptly as possible, Currency may be debited from your Currency Wallet before Digital Currency is delivered to your Digital Currency Wallet.

1.5.4. You may sell Digital Currency in exchange for Currency. You authorise us to debit your Digital Currency Wallet and credit your Currency Wallet with the relevant amount of Currency.

1.5.5. **Banking Currency Transactions.**

You may purchase supported Digital Currency by using a valid payment method or your Cash Wallet and purchasing Digital Currency to credit your Digital Currency Wallet. You authorise us to debit funds using your selected payment method(s) to complete your purchase. Although we will attempt to deliver Digital Currency to you as promptly as possible, funds may be debited from your selected payment method before the status of your Digital Currency transaction is shown as complete and is delivered to your Digital Currency Wallet.

1.5.6. You may sell Digital Currency in exchange for central bank issued currencies supported by METEX from time to time. In such circumstances, you authorise us to debit your Hosted Digital Currency Wallet and to send instructions to credit your selected payment method(s) in settlement of sell transactions. We will send these instructions as soon as reasonably possible.

1.5.7. You may only withdraw currency to a bank account in your name, used to deposit funds. If the bank account is no longer accessible you may apply to change the bank account registered with your account. The approval to change bank accounts will be subject to appropriate and regulated compliance procedures and you may have to undergo further KYC and AML checks.

1.5.8. **Transaction Fulfilment.** We will make best efforts to fulfil all purchases of Digital Currency, but in some circumstance, we may be unable to. If this is the case, we will notify you and seek your approval to re-attempt the purchase at the current Exchange Rate (as defined below).

1.5.9. **Availability of Payment Methods.** The availability of a method of payment depends on a number of factors including, for example, where you are located, the identification information you have provided to us, the bank account listed in your profile, and limitations imposed by third party payment processors.

- 1.5.10. **Conversion Fees.** Each purchase or sale of Digital Currency using Currency or central bank issued currency is subject to a fee (a "Conversion Fee"). The applicable Conversion Fee will be displayed to you on the METEX Site prior to each transaction and is stated in each report we issue to you. We may adjust our Conversion Fees at any time. We will not process a transaction if the Conversion Fee and any other associated fees would, together, exceed the value of your transaction. A full list of METEX's fees can be found on our Pricing and Fees Disclosures page.
- 1.5.11. **Exchange Rates.** Each purchase or sale of Digital Currency using your Currency Wallet balance or central bank issued currency is also subject to the METEX "Exchange Rate" for the given transaction. The "Exchange Rate" means the price of a given supported Digital Currency in Currency or central bank issued currency as quoted on the METEX Site. The Exchange Rate is stated either as a "Buy Price" or as a "Sell Price", which is the price at which you may buy or sell Digital Currency, respectively. You acknowledge that the Buy Price Exchange Rate may not be the same as the Sell Price Exchange Rate at any given time, and that we may add a margin or "spread" to the quoted Exchange Rate. You agree to accept the Exchange Rate when you authorise a transaction. You can learn more about METEX's Exchange Rates on our Pricing and Fees Disclosures page.
- 1.5.12. We do not guarantee the availability of any Exchange Rate. We do not guarantee that you will be able to buy and / or sell your Digital Currency on the open market at any particular price or time.
- 1.5.13. **Authorisations; Reversals; Cancellations.** By clicking the "Buy" or "Sell" button on the METEX Site, you are authorising METEX to initiate the transaction at the quoted Buy Price or Sell Price and agree to any associated Conversion and Exchange Fees. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful or if your payment method has insufficient funds, you authorise us, in our sole discretion, either to cancel the transaction or to debit your other payment methods, including balances on your Currency Wallet and/or Digital Currency Wallets, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, insufficient funds, or similar fees charged by your payment provider.

2. User Obligations

- 2.1. You warrant to us that you are a bona fide user of METEX's Services for the purposes of trading Digital Currency.
- 2.2. By opening an METEX Account, you confirm that you will not use METEX Services in connection with any of following businesses, activities, practices, or items, or any criminal activities whatsoever, including but not limited to:
- (a) Terrorist financing;
 - (b) Money laundering;
 - (c) Illegal gambling;
 - (d) Distributing or funding drugs and drug paraphernalia;
 - (e) Malicious hacking;
 - (f) Any business activity we believe poses elevated financial risk, including legal liability, pyramid schemes, network marketing and referral marketing programs.

- (g) Knowingly or recklessly provide us with inaccurate or incomplete information through the Platform;
- (h) Reverse engineer, disassemble or otherwise attempt to construct, copy or replicate the Platform's source code, formulas or processes;
- (i) Interfere with the security of the Platform or the safe use of the Platform by others (including without limitation by way of distributing viruses, corrupted files or other similar software or programs that may damage the operation of any computer hardware or software or which are otherwise directed at the Website or its users);
- (j) Use this Platform for any purpose that is unlawful or prohibited or in a way which infringes the intellectual property rights or other rights of any person (including us);
- (k) Knowingly or recklessly use and/or take advantage of a technical or technological error, loophole or glitch on METEX's Platform and Services;
- (l) Use the Platform or the information contained in it for commercial purposes which are competitive to the Platform or our business or which would otherwise be detrimental or prejudicial to our interests in any way;
- (m) Use systematic, repetitive or other related methods which are designed to generate or obtain repetitive and repeated amounts of data or other information from or to the Platform or which may otherwise place an unreasonable load on the infrastructure of the Platform;
- (n) Publish, post, distribute, disseminate or send 'spam material' or engage in any communication that is offensive, false, unlawful, defamatory, indecent, unfair or inappropriate in any way to others, which would reasonably be considered 'spam' or which is deliberately false, misleading, or deceptive (or likely to mislead or deceive);
- (o) Collect or store personal data about other users of the Platform; or
- (p) Do anything else which may interfere with or negatively affect the operation of our Platform, Services or other users.

3. Access to Services

3.1. Registration of METEX Account.

- 3.1.1. In order to use the METEX Services, you will need to register for a METEX account (a "METEX Account") by providing your full name, an e-mail address, password, and accepting the terms of this Agreement and our Privacy Policy. We may, in our sole discretion, refuse to open a METEX Account for you, or limit the number of METEX Accounts that you may hold.

3.2. Identity Verification.

- 3.2.1. By creating an METEX account, you authorise METEX to make enquiries that we consider necessary to verify your identity for regulatory purposes or to protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries.
- 3.2.2. The verification of your identity and on-boarding of your account may take up to 10 business days to complete. You represent and warrant that the information you provide to us is correct and up-to-date. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, Tax File Number, Passport number,

Driver Licence Number any other government issued identification number, and information regarding your bank account (such as the name of the bank, the account type, routing number, branch number, and account number).

- 3.2.3. In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to identity verification services, government document verification services, credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. This is an identity check only and should have no adverse effect on your credit rating.

3.3. Access.

- 3.3.1. To access the METEX Services, you must have the necessary equipment or devices (such as a smartphone or tablet) and the associated telecommunication service subscriptions to access the Internet. The METEX Services can be accessed directly using the METEX Sites.

4. Use of METEX Services

4.1. In General.

- 4.1.1. Your Digital Currency Wallet enables you to send Digital Currency to, and request, receive, and store Digital Currency from, third parties by giving instructions through the METEX Site (each such transaction is a "Digital Currency Transaction").

4.2. Digital Currency Transactions.

- 4.2.1. We will process Digital Currency Transactions in accordance with the instructions we receive from you. You should verify all transaction information prior to submitting instructions to us. We do not guarantee the identity of any user, receiver, requestee or other party. Digital Currency Transactions cannot be reversed once they have been broadcast to the relevant Digital Currency network.
- 4.2.2. Once submitted to a Digital Currency network, a Digital Currency Transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the Digital Currency network. A Digital Currency Transaction is not complete while it is in a pending state. Digital Currency associated with Digital Currency Transactions that are in a pending state will be designated accordingly and will not be included in your Digital Currency Wallet balance or be available to conduct Digital Currency Transactions.
- 4.2.3. We may charge network fees to process a Digital Currency Transaction on your behalf. We will calculate the network fee in its discretion, although we will always notify you of the network fee at or before the time you authorise the Digital Currency Transaction. A full list of METEX 's fees can be found on our Pricing and Fees Disclosures page.
- 4.2.4. We may refuse to process or may cancel any pending Digital Currency Transaction as required by law or any court or other authority to which METEX is subject in any jurisdiction.

4.3. Supported Digital Currencies.

4.3.1. Our Digital Currency Services are available only in connection with those digital currencies that METEX supports, and this may change from time to time. Under no circumstances should you attempt to use your METEX Wallet to store, send, request, or receive digital currencies in any form that we do not support (although we will use reasonable efforts to help you move or sell Digital Currency that we no longer support). We assume no responsibility or liability in connection with any attempt to use your METEX Wallet for digital currencies that we do not support. To see the Digital Currencies, we currently support visit please visit metals.exchange or msc.exchange respectively.

4.4. Third Party Payments.

4.4.1. We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party (including other users of METEX Digital Currency Services). We are not responsible for ensuring that a third-party buyer or a seller you transact with will complete the transaction or is authorised to do so.

4.4.2. If you experience a problem with any goods or services purchased from, or sold to, a third party using Digital Currency transferred using the METEX Digital Currency Services, or if you have a dispute with such third party, you should resolve the dispute directly with that third party.

4.4.3. If you believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify METEX at support@metals.exchange or support@msc.exchange so that we may consider what action to take, if any.

5. Security

5.1. The transmission of information over the Internet is not completely secure. In particular, emails to or from us and information submitted to or accessed via this Platform may not be secure and you should use discretion in deciding what information you send to us via these means

5.2. You acknowledge that you use the Platform and Services (and obtain and transmit data to it) entirely at your own risk, that it is provided on an 'as is' basis and that we do not make any representations or warranties as to the security, availability of our Platform and Services or that your access or use will be uninterrupted, timely or secure.

5.3. We cannot guarantee the identity of any other user, receiver or other party you engage with.

5.4. You are accountable for maintaining and preserving the confidentiality of your account information, your personal information you provide to METEX, the strength level of your password, whether you implement a two-factor authentication (unless otherwise stipulated in these Terms of Use), protecting your Digital Currency by using a digital wallet and any other activities you undertake when using our Platform and Services. METEX recommends you implement and use two-factor authentication at all times when transacting on the Platform and a digital wallet to protect your crypto and Digital Currency as well as personal information when holding your Digital Currency outside the Platform. Do not hold large numbers of Digital Currency within the Platform as this is a security risk and may increase your exposure to hacking and misappropriation of your Digital Currency.

5.5. You must notify METEX immediately of any unauthorised access or use of your account, password or any other applicable breach of our Platform and Services by submitting a support request on our website.

6. Indemnity

6.1. Release of METEX.

If you have a dispute with one or more users of the METEX Services, you agree that neither we nor our affiliates or service providers, nor any of our respective officers, directors, agents, joint venturers, employees and representatives will be liable for any claims, demands and damages (actual and consequential) of any kind or nature arising out of or in any way connected with such disputes.

6.2. Indemnification.

You agree to indemnify us, our affiliates and service providers, and each of our or their respective officers, directors, agents, employees and representatives, in respect of any costs (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) that have been reasonably incurred in connection with any claims, demands or damages arising out of or related to your breach and / or our enforcement of this Agreement (including without limitation your breach of our published policies) or your violation of any law, rule or regulation, or the rights of any third party.

6.3. Limitations of Liability.

We shall only be liable to you for loss or damage caused directly and reasonably foreseeable by our breach of this Agreement and our liability in these circumstances is limited as set out in the remainder of this section.

6.4. Warranties

We do not provide any warranty in relation to your use of METEX's Platform and Services and we do not provide any warranty that the information displayed on our Platform and in relation to the Services is up-to-date, accurate or complete. METEX's Platform and Services does not provide information to evaluate whether or not you should invest, use and trade in Digital Currency . We give no warranties, guarantees or accept any liability (except that which cannot be excluded by law) in relation to the statements, representations and information of others (including without limitation data, reports and analyses) displayed on our Platform and in relation to the Services.

7. Termination

7.1. METEX may suspend, limit, restrict, deactivate or terminate your access to METEX's Services, including your METEX account, if:

- (a) We are, in our reasonable opinion, required to do so by applicable law or any court or other authority to which we are subject in any jurisdiction;
- (b) We reasonably suspect you of acting in breach of this Agreement;
- (c) We reasonably suspect you have breached our published policies;
- (d) We have concerns that a transaction is erroneous or about the security of your METEX Account or we suspect the METEX Services are being used in a fraudulent or unauthorised manner;
- (e) We suspect money laundering, terrorist financing, fraud, or any other financial crime;

- (f) If your credit or debit card or any other valid payment method linked to your Digital Currency Wallet is declined;
- (g) Use of your METEX Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; and / or
- (h) You take any action that may circumvent our controls such as opening multiple METEX Accounts or abusing promotions which we may offer from time to time.

7.2. You may cancel your METEX account at any time, following the settlement of any pending transactions or trades. You will not be charged any fees for cancelling your METEX account, however you must pay any outstanding amounts owed to us.

8. General

- 8.1.** METEX will communicate with customers by email and telephone and will never provide links to other websites that request sensitive information such as 2-factor codes and passwords. If you are not sure if the email or telephone call you received is secure and from a trusted source, please email us at METEX Support and we will be able to assist you.
- 8.2.** By using METEX's Platform and Services, you accept that it is your responsibility to determine whether and to what extent, any taxes apply to any transactions or trades you conduct through our Services. It is also your responsibility to seek professional tax advice with respect to personal, business and self-managed superfund METEX accounts as well as to ensure that you are compliant and that the platform and features satisfy your requirements. METEX does not provide any advice or take any responsibility for information that you receive through our Platform and Services.
- 8.3.** The Terms of Use published on the date you view them on the Platform supersede all prior versions.
- 8.4.** If any provision of the Terms of Use are held to be invalid, unenforceable or illegal for any reason, the remaining parts of the Terms of Use will be in full force and effect.
- 8.5.** If we are unable to perform our Services as stipulated in the Terms of Use due to circumstances out of our control, including but not limited to, change of law, regulations or policy, or an event of Force Majeure, we will not be held liable.

9. Governing Law and Jurisdiction

- 9.1.** This Agreement will be governed by Australian Law and the non-exclusive jurisdiction of the Australian Courts. However, if you are an individual resident outside of Australia, you may also petition the courts of the jurisdiction in which you reside and the law governing this Agreement may include any such consumer laws of your Home Jurisdiction that provide greater consumer protection than is available under Australian law.

Related policy instruments

[Provide the name(s) of, and link to the business unit website containing any policy instruments, eg. procedures, guidelines which have been developed to give effect to this policy.]

- Cookies Acceptance Policy
- Privacy Policy
- Pricing and Fees Policy

Related Australian Acts, Rules and Regulations

- Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act)
- Anti-Money Laundering and Counter-Terrorism Financing Rules (AML/CTF Rules)
- Anti-Money Laundering and Counter-Terrorism Financing Regulations 2008 (AML/CTF Regulations)
- Financial Transaction Reports Act 1988 (FTR Act)
- Anti-Money Laundering and Counter-Terrorism Financing Amendment Act 2017 (AML/CTF Amendment Act)

Administration

NOTE: Printed copies of this policy are uncontrolled, and currency can only be assured at the time of printing.

Approval Details

Policy Sponsor	Agile Legal, Compliance Officer
Approval Authority	CEO
Date for next Major Review (in accordance with the Policy Handbook)	15/11/2021

Revision History

Version	Approval date	Implementation date	Details	Author
DRAFT	10/11/2018	12/11/2018	Draft Policy established	Agile Legal, Compliance Officer
1.0	12/11/2018	15/11/2018	Policy Approved	Brett Wilkins-Byrd Compliance Officer

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