



Terms and Conditions

Niolic Limited

Engaging in financial services with Niolic opens the door to numerous opportunities in the world of cryptocurrency and other high-potential investments. While these opportunities are exciting, it's important to remember that all investments carry some level of risk. At Niolic, we're committed to helping you make informed decisions, ensuring that you fully understand the potential risks and rewards. We encourage you to consider your financial objectives, current situation, and experience level before proceeding, so that together we can achieve your financial goals.

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1. Introduction

These terms and conditions set out the terms on which Niolic may provide you, our client, with financial services in respect of cryptocurrency and such financial instruments as we may offer from time to time. This is an important document that you should read and understand carefully before engaging with us. We reserve the right to engage in transactions with you only after you confirm that you have read and accepted these terms and conditions. Your use of our Services will signify your full acceptance of these terms and conditions. At Niolic, we are committed to not only providing financial services but also to upholding principles of environmental sustainability, social responsibility, and strong corporate governance.

2. Definitions and Interpretation

2.1 Definitions:

Whenever used in these terms and conditions, unless inconsistent with the subject matter or context, the following words shall have the following meanings:

- **"Agreement"** means these terms and conditions, together with all Financial Terms, schedules, attachments, supplements, addenda and other documents that we inform you are incorporated by reference, as amended from time to time;
- **"Client", "you" and "your"** mean the individual accepted by Niolic as a customer to whom this Agreement applies;
- **"Client Money"** means any cryptocurrency received from you and held by Niolic for financial purposes;
- **"Client Money Rules"** means the guidelines that relate to Client Money we receive from you;
- **"Data Controller"** means an individual or organization that determines the purposes for and how personal data is processed. They are responsible for establishing practices and policies in line with the Data Protection Legislation;
- **"Data Protection Legislation"** means the Data Protection Act 1998, regulations and secondary legislation, as amended from time to time and any successor legislation relating to the processing of personal data and privacy;
- **"Day"** means any day other than a day on which we have notified you (on the Niolic Website or otherwise) that we are not open for business;
- **"Execution Policy"** means the document that describes our execution arrangements which are in place to ensure that we take all sufficient steps to obtain the best possible results for you;
- **"Force Majeure Event"** means an event the occurrence of which is beyond the reasonable control of the affected party to this Agreement, including but not limited to: an act of war or terrorism, industrial disputes, actions or

regulations of any governmental or supranational bodies or authorities, breakdown, failure or malfunction of any telecommunications, electronic or computer services, networks, platforms, systems or the failure of any intermediate broker, agent, custodian or sub-custodian, dealer, exchange clearing house or regulatory or self-regulatory organization or any other event that causes a material market disruption in respect of the underlying asset or instrument;

- **"Niolic"**, **"we"** and **"our"** means Niolic Limited, registered at 20 Reayrt Ny Crink, Crosby, IM4 2EA, Isle of Man, and its successors and assigns;
- **"Niolic Website"** means a website provided by Niolic and designated by Niolic as the website relating to the Services;
- **"Intellectual Property"** means
 - (i) patents, inventions, designs, copyright and related rights, database rights, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration;
 - (ii) proprietary rights in domain names;
 - (iii) knowhow and confidential information;
 - (iv) applications, extensions and renewals in relation to any of these rights; and
 - (v) all other rights of a similar nature or having an equivalent effect anywhere in the world;
- **"Order"** means an instruction communicated by you to Niolic which constitutes a request to engage or exchange cryptocurrency on your account;
- **"Personal Data"** means recorded information we hold about you from which you can be identified. It may include, without limitation, the name, address, email address, phone number, financial information, personal description and other personal information of yours;
- **"Services"** means the provision of financial and cryptocurrency exchange services by Niolic;
- **"Transaction"** means a transaction where Niolic conducts financial operations on third-party exchanges on your behalf, also entered into by you under this Agreement;
- **"Financial Account"** means your account with Niolic, which operates under the terms of this Agreement and allows you to engage and exchange cryptocurrencies through Niolic.

2.2 Interpretation:

In this Agreement, the following rules apply:

- (i) Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular;

- (ii) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (iii) A reference to a party includes its representatives, successors or permitted assigns;
- (iv) A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and
- (v) Any phrase introduced by the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3. This Agreement

3.1 Terms of Service

This Agreement represents the terms and conditions agreed between Niolic and you regarding the Services Niolic may provide to you, which applies automatically once you register your account.

3.2 Acceptance of Terms

Your acceptance of this Agreement, where applicable, is by positive affirmation of your acceptance or by placing an Order with Niolic or otherwise using our Services after registering with Niolic and receiving this Agreement via email.

3.3 Duty and Liability

Nothing in this Agreement will exclude or restrict any duty or liability owed by Niolic to you under the applicable laws. If there is any conflict between this Agreement and the applicable laws, the applicable laws will prevail. our use of our Services signifies acceptance of these Terms, including our [Cookies Policy](#).

3.4 Effective Date

This Agreement will come into effect on the date we confirm your registration via email, and for any new versions, on the date we notify you. This Agreement is provided to the Client in English, and we will communicate with you in English for the duration of this Agreement.

3.5 Communication

You consent to us communicating with you via email or by posting information on the Niolic website or any other means specified on the website, namely email, social messengers, online support, and others.

3.6 Provision of Documents

You expressly consent to the provision of Key Information Documents to you via the Niolic website. You may request an electronic copy of the Key Information Document [here](#) free of charge at any time. For more details on how we handle personal data, please refer to our [Privacy Policy](#).

4. Niolic and Our Services

4.1 Company Information

We are a financial services company specializing in cryptocurrency financial services and exchanges. Our registered office is at 20 Reayrt Ny Crink, Crosby, IM4 2EA, Isle of Man. We strive to integrate ESG principles across all aspects of our business operations, ensuring that our services are aligned with environmental sustainability, social equity, and robust governance practices.

4.2 Client Relationship

Niolic is committed to providing its services to all clients on equal terms, in compliance with all applicable laws and regulatory requirements. We will inform you of any significant changes to our services or terms that may affect your rights and obligations. This commitment extends to our dedication to ESG principles, ensuring that our operations contribute positively to the environment and society while adhering to the highest standards of governance.

4.3 Client Communication

You can contact us at any time with any questions related to our services. We are ready to consider your suggestions and requests and will strive to respond to all your inquiries as promptly as possible.

4.4 Advice Disclaimer

We do not offer financial, legal, regulatory, or tax advice, nor any other form of advice. If you are unsure about the merits or suitability of a financial strategy, you should seek advice from an independent financial adviser. To stay informed, you can follow us on our social media channels.

4.5 Service Availability

Niolic offers its services based on the information provided by the client. We encourage you to carefully consider the risks and benefits associated with our products and services before proceeding. Niolic reserves the right to refuse any product or service at its discretion if we believe it is not in the best interest of the client or the company.

4.6 Responsibility for Decisions

Niolic acknowledges that we shall be responsible for any decision to enter into any financial strategies on your behalf. We will be liable to you for any losses you might incur as a result of reliance on any information provided by Niolic, and in the event that any financial service effected under this Agreement is not fully covered by any funds you have provided or otherwise results in a loss on your account, Niolic will insure and cover those losses. Niolic remains fully responsible and liable for any losses, costs, and settlements arising from any financial services entered into before any termination of your relationship with Niolic, except in cases caused by your fraud, negligence, or willful default.

4.7 Execution of Financial Services

Where we execute financial strategies for you, we will (unless indicated or agreed otherwise) take all sufficient steps to provide the best execution. In doing so, we will comply with the applicable laws and apply our Execution Policy in effect at that time. A summary of our Execution Policy is available on the Niolic Website. Unless you notify Niolic to the contrary, you consent to the Execution Policy when this Agreement comes into effect. We may amend the Execution Policy occasionally and will notify you of any material amendments by giving written notice or by publishing the updated Execution Policy on the Niolic Website or in telegram, WhatsApp, email, and other chats.

4.8 Limina Software Technologies

4.8.1 Technology Utilization

As part of the services provided, Niolic utilizes advanced technologies developed by Limina Software, including Artificial Intelligence (AI) and quantum computing. These technologies aid in financial management and ensure high accuracy in forecasting, contributing to more efficient execution of financial operations.

4.8.2 Integration

The integration of Limina Software with Niolic's platforms provides clients with access to high-speed financial operations and automatic execution, minimizing delays and increasing responsiveness to changes in market conditions.

4.8.3 Client Consent to AI-Driven Decision

By using the Niolic platform, clients consent to the application of AI-driven decision-making processes in managing and executing financial operations. This includes automated financial risk assessments, portfolio rebalancing, and execution strategies that are informed by real-time AI analytics.

5. Client Representations and Warranties

5.1 Legal Compliance

You represent and warrant (i.e., you are making a formal declaration on which we will rely when providing the Services) to Niolic that:

- (i) your entering into this Agreement, and the performance of all of your obligations contemplated under this Agreement does not violate any law applicable to you or conflict with any obligation (including without limitation any contractual or fiduciary obligation) to which you are subject;
- (ii) you comply with all applicable laws and regulations;
- (iii) all information provided by you to Niolic is accurate, correct, and complete, and you will notify Niolic promptly of any changes to such information;
- (iv) you shall make ongoing disclosure to Niolic of any matters that may affect the operation of this Agreement or your ability to fulfill your obligations;
- (v) you shall provide Niolic with information as we may require to enable Niolic to satisfy our regulatory and legal obligations, including any information relating to anti-money laundering, anti-terrorist financing, and anti-bribery and corruption;
- (vi) you agree to the provision of Key Information Documents via the Niolic Website and that you have read the Key Information Documents before engaging in financial services; and
- (vii) That you are at least eighteen years old.

6. Data Protection and Confidentiality

6.1 Personal Data

You acknowledge that by opening an account, you will provide Personal Data to Niolic. We treat that Personal Data appropriately and lawfully in compliance with the

Data Protection Legislation to the extent applicable. For the purpose of the Data Protection Legislation, we are the Data Controller. Accordingly, any information supplied to Niolic that constitutes Personal Data for the purposes of the Data Protection Legislation (including any sensitive Personal Data) will be processed in accordance with our Privacy Policy available on the Niolic Website. We are committed to handling data responsibly, ensuring that our practices are aligned with our ESG commitments, particularly in the areas of privacy and data security.

6.2 Data Processing

We will only process the Personal Data for which you have given consent and is necessary for providing the Service and we will use reasonable precautions to maintain the confidentiality of information we receive from you, and the material and data you provide, create, input, or develop in connection with your use of the Services.

6.3 Third-Party Sharing

When necessary for Niolic to share Personal Data for the performance of this Agreement, you accept the risk of a third party receiving confidential information concerning you and expressly release Niolic from responsibility for any claim arising out of a third party intercepting, accessing, monitoring, or receiving any communication from you intended to be provided to Niolic or from Niolic intended to be provided to you. You will remain entirely responsible and liable for any such claim.

6.4 Data Disclosure

You acknowledge and agree that we may disclose Personal Data relating to you (including, without limitation, your name and other personal and financial information relating to you) where the processing is essential for the performance of this Agreement to our employees, representatives, officers, agents, subcontractors, service providers, affiliates, subsidiaries, and parent companies. In other cases, disclosing Personal Data to governmental agencies, entities, or bodies (including, without limitation, regulatory or self-regulatory authorities) to protect your interests or to comply with the applicable law and regulation may be necessary.

6.5 Access to Personal Data

You have the right to request information on your Personal Data that we hold and process. However, we reserve the right to refuse unfounded or excessive requests made by you.

6.6 Explainable AI (XAI) Methods

Niolic employs Explainable AI (XAI) methods to enhance transparency and trust in the decisions made by the platform. These methods allow users to understand the reasoning behind specific financial decisions.

6.7 Quantum Cryptography-Based Data Protection

To safeguard data and financial operations, Niolic implements quantum cryptography technologies, which provide the highest possible level of security and prevent any unauthorized access attempts.

6.8 Dynamic Financial Risk Monitoring

Niolic employs dynamic financial risk monitoring using AI-driven analytics to continuously assess and adapt to market conditions. This real-time adjustment ensures that your financial services are managed with the highest level of security and performance. You can learn more about our data handling practices in our [Privacy Policy](#).

7. Intellectual Property

7.1 License Grant

We hereby grant you (and in respect of third-party providers, only to the extent we are permitted to do so) a temporary, non-exclusive, non-transferable license to use the software, data, and information obtained through, downloaded from, or provided by Niolic (including without limitation the Niolic Website) for the sole and exclusive purpose of receiving the Services.

7.2 Ownership

You agree that we are the sole owner (except to the extent owned by third-party licensors, including any associated companies) of all rights, titles, and interests in the Niolic Website and any information or data generated by the Niolic Website.

7.3 Restrictions

You shall not enter into commitments for or in the name of Niolic, represent yourself as being affiliated with, or authorized to act for Niolic or, save as explicitly permitted in this Agreement, use our Intellectual Property for any purpose whatsoever.

7.4 Virus and Malware Protection

You shall take all reasonable steps to ensure that no computer viruses or malware are introduced into the Niolic Website.

8. Operation of Financial Accounts

8.1 Security and Account Authentication

You are responsible for setting your own password in accordance with the instructions that we will provide to you, as well as protecting your credentials, and you agree that you will not disclose these details to any person not duly authorized by you.

8.2 Notification of Unauthorized Access

You must notify Niolic immediately if you know or suspect that any person has accessed or may access your account, or any information you hold in your account, without your permission. Unless you notify Niolic otherwise, we will treat any activity or communication made via the Niolic Website as having been authorized by you, and you may be liable for such activity up to the point of notification. We may need you to change or reset your password from time to time, and we will notify you if this is required. You may also request that we reset your password.

8.3 Acceptance of Financial Terms

You may place Orders with Niolic via the Niolic Website or by such other means as we may from time to time specify in writing.

8.4 Agreement to Transaction Terms

Your placement of an Order with Niolic constitutes agreement by you to any applicable Transaction Terms.

8.5 Acceptance and Execution of Orders

We may accept or decline an Order at our sole and absolute discretion. We will, to the extent permitted by law, notify you of any decision to decline an Order, but we are not obligated to provide a reason for the Order being declined. If we accept an Order, we may execute all or part of the Order and enter into a Transaction by the Transaction Terms, together with the terms of this Agreement.

8.6 Financial Deposit

8.6.1 Deposit Requirement

Before accepting an Order, we will, depending on the market involved, require a financial deposit from you to Niolic (the "Financial Deposit") to be paid by you. This deposit will be invested in a specific financial strategy with a predetermined interest rate. Niolic guarantees that you will receive daily interest payments based on the terms of the selected financial strategy. The invested cryptocurrencies will be frozen for a specific period according to the conditions of the selected financial strategy.

8.7 Interest Payments and Deposit Return

8.7.1 Daily Interest Payments

You will receive daily interest payments on your Financial Deposit according to the predetermined interest rate specified in your financial strategy. These payments will be credited to your financial account and will be available for withdrawal or reinvestment.

8.7.2 Return of Principal

At the end of the financial period, Niolic will return the principal amount of your Financial Deposit to your financial account. This ensures that you receive the full return of your initial funds along with the interest earned during the financial period.

8.8 Set-Off Against Monies Owed

8.8.1 Interest and Deposit Guarantees

Niolic is committed to ensuring that you receive the agreed interest payments and the return of your initial Financial Deposit. You will not be required to pay any additional amounts to Niolic.

8.8.2 Set-Off Application

We are entitled to set off against any amounts due from Niolic to you any amounts received from you or on your behalf, including but not limited to monies received as Financial Deposits. We may determine the application of any amounts to be set off at our discretion.

8.9 Delay in Transactions

Although we will use all reasonable efforts to process a financial transaction on a timely basis, we shall not, in the absence of gross negligence, willful misconduct, or

fraud, be responsible or liable for delays, damages, failures, or errors in the completion of the financial transaction. The processing time for deposit and withdrawal transactions depends on the selected cryptocurrency and the network used for the deposit or withdrawal.

8.10 Financial Strategies and Interest Rates

8.10.1 Fixed Interest Rates

Niolic offers financial strategies with fixed interest rates. You agree to accept the interest rates offered by Niolic when you select a financial strategy. These rates are binding and will not vary during the financial period. Niolic guarantees that you will receive the agreed interest payments on your financial strategy. All interest payments and principal returns are fully automated.

8.10.2 Changes to Financial Strategies

In addition to introducing new financial strategies, the company may also make changes regarding interest rates from fixed to variable, financial terms, and the frequency of rewards, which could be daily, weekly, or yearly. This means that the company has the right to add new terms for new financial strategies (deposits) and is obligated to notify clients about these changes on the website, where clients can view the terms of the deposit and have the right to choose the financial strategy (deposit) that suits them.

8.11 Quoting Error

Should an error occur due to a typographical or obvious mistake in the interest rate or the reported value of a financial transaction (a "Quoting Error"), we are not liable for any damages, claims, losses, liabilities, or costs arising from a Quoting Error. We reserve the right to make the necessary adjustments to correct a Quoting Error. Any dispute arising from a Quoting Error will be resolved based on fair market value, as determined by Niolic acting reasonably. You must notify Niolic if you know or suspect a Quoting Error has occurred. Correspondingly, we will notify you as soon as reasonably practicable if a Quoting Error has occurred.

8.12 Cryptocurrency Base and Conversion

8.12.1 Base Cryptocurrency Selection

You may select a base cryptocurrency for your financial strategies. We encourage the use of cryptocurrencies that align with our ESG goals, such as those with lower environmental impact.

8.12.2 Conditional Conversion

You acknowledge that certain financial services may be denominated in other cryptocurrencies of your own choosing. This may result in financial amounts and other relevant amounts under this Agreement being conditionally converted into your chosen cryptocurrency.

8.12.3 Exchange Transactions

When we enter into any financial strategies or other transactions with or on your behalf which are denominated in a cryptocurrency other than your base cryptocurrency, we may carry out any necessary cryptocurrency exchange transactions (together with any hedging transactions on a transaction-by-transaction basis) on the settlement date for the financial service or transaction (rather than the financial service date) at a prevailing rate of exchange as chosen by Niolic.

8.12.4 Client Cryptocurrency Selection

Clients have the right to independently choose which cryptocurrency to engage with if it is offered under the terms of the financial strategy. Niolic facilitates internal cryptocurrency exchanges and provides transparent information about exchange fees.

8.12.5 Exchange Services

Niolic will provide Exchange services between different cryptocurrencies within the platform. The Exchange rates and fees for converting one cryptocurrency to another will be displayed transparently before the transaction. The Exchange fee will be determined at the time of the transaction and will depend on the market conditions and the specific cryptocurrencies involved.

8.13 Insurance of Financial Services

8.13.1 Comprehensive Insurance Coverage

Niolic Limited provides comprehensive insurance coverage for the financial services offered to clients, ensuring protection of investments in the event of unforeseen circumstances such as security breaches, loss of funds, or the company's inability to meet its financial obligations. The insurance coverage is structured as follows:

- **Ionic Insurance (40%):** This level of insurance coverage applies to deposits in Ionic-type accounts. In the event of an insurance claim, Niolic Limited will immediately pay 40% of the insured amount to the client. The remaining 60% will be paid within 30 days of the initial payment. This level of coverage balances immediate reimbursement with subsequent full return of the invested amount.

- **Photon Insurance (60%):** This level of insurance is available for deposits in Photon-type accounts. For clients opting for extended protection, Niolic Limited will immediately pay 60% of the insured amount in the event of an insurance claim. The remaining 40% will be paid within 30 days of the initial payment. This coverage level is designed to provide greater financial security immediately after an insurance event, with a guaranteed full return of the insured amount.
- **Quantum Insurance (80%):** The Quantum account type offers the highest level of insurance coverage currently available, where 80% of the insured amount is paid immediately after an insurance event. The remaining 20% will be paid within 30 days of the initial payment. This option is ideal for clients seeking maximum financial security in the event of unforeseen circumstances.
- **Limina Insurance (100%) – Hyperion Protection:** Niolic introduces the Hyperion Protection plan, which offers an unprecedented level of security with full insurance coverage (100%). This premium insurance plan ensures that clients receive the full amount of their insured deposits immediately upon an insurance event. Limina Insurance is available for select high-value financial strategies, providing complete protection of clients' investments against any potential risks. This highest level of protection reflects Niolic's commitment to offering the highest standards of financial security and peace of mind to its clients.

All the above insurance coverage levels are provided by Digital Asset Services Ltd, registered in England and Wales, which acts as the insurer for all Niolic Limited deposits. In the event of Niolic Limited's bankruptcy, Coincover will manage insurance claims and the reserve fund, ensuring the full fulfillment of financial obligations to clients.

8.13.2 Deposit Guarantee

Niolic Limited offers a reliable deposit guarantee for cryptocurrencies stored in user wallets, covering up to \$250,000 per account. This guarantee is provided by the insurer and offers significant protection for client funds, ensuring financial stability in the event of unexpected occurrences.

8.13.3 Special Reserve Fund

To further enhance client security, Niolic Limited, in collaboration with the insurer, has established a \$30 million reserve fund specifically designated to cover unforeseen circumstances where the company might struggle to meet its financial obligations. This reserve fund, managed by the insurer, serves as an important financial safety net, ensuring the ability to meet client claims even in challenging circumstances.

8.13.4 Claims Process

In the event of a claim, the process is as follows:

- Clients must immediately notify Niolic Limited of the occurrence of an event that may lead to a claim.
- Niolic Limited will promptly process the initial payment (40%, 60%, 80%, or 100% of the insured amount, depending on the coverage level).
- The remaining insured amount will be paid within 30 days of the initial payment.
- Niolic Limited will maintain transparent communication with the client throughout the claims process, ensuring clarity and satisfaction.

8.13.5 Client Rights and Protection

This insurance policy, provided by the insurer, guarantees the protection of clients' principal funds. Clients can be confident that their funds are protected. For more detailed information on insurance coverage and to obtain a copy of the insurance policy, clients can directly contact Niolic or refer to the documentation on the Niolic website.

8.13.6 Insurance Coverage Terms and Insurance Events

Insurance Events: Insurance coverage is provided in the following cases:

- Cryptocurrency theft due to a hacker attack: If a client loses access to their cryptocurrency on the Niolic platform due to a confirmed hacking incident, this is considered an insurance event.
- Niolic platform failure: If a client loses access to their funds or the ability to withdraw them due to a failure or error in the Niolic platform, this may be recognized as an insurance event.
- Bankruptcy or insolvency of the company: If Niolic goes bankrupt or is unable to meet its financial obligations to the client, the client's assets will be protected by the insurance policy managed by the insurer.

When insurance does not apply:

- Client errors: Insurance does not cover losses caused by password loss, unauthorized disclosure of personal information, or other errors made by the client. The client is responsible for the security of their credentials and must immediately notify Niolic if unauthorized access to their account is suspected (section 8.1 "Account Security and Authentication").
- Violation of agreement terms: If a client violates the terms of this agreement, including security provisions, insurance coverage may be voided. All financial services initiated before the violation must be completed, but responsibility for further losses may be placed on the client (section 16 "Termination and Withdrawal Restrictions").

- Fraudulent activities: Any fraudulent attempts, including providing false information to obtain insurance compensation, exclude the possibility of insurance coverage. The client is obligated to reimburse any losses incurred by Niolic as a result of such actions (section 18 "Indemnification").

Claims Submission Procedure:

- Contact: The client must immediately notify Niolic of an insurance event by submitting a written claim to compliance@niolic.com.
- Documents: The client must provide all necessary documents confirming the occurrence of the insurance event, including transaction details, support messages, and other evidence.
- Review period: The claim will be reviewed within 14 days of receipt. The client will be notified of the decision on the claim via email.

Compensation Payment:

- In the event of a claim approval, Niolic is obligated to immediately pay the client the initial insurance coverage percentage (40%, 60%, 80%, or 100% of the insured amount). The remaining amount will be paid within 30 days.
- Example calculations: For instance, with 60% insurance coverage, if the insured amount is \$10,000, the client will receive \$6,000 immediately and \$4,000 within 30 days after the first payment.

Notification of Insurance Coverage Changes: Niolic is required to notify clients of any changes to insurance terms no later than 30 days before they come into effect, providing clients the opportunity to review their financial strategies.

8.14 Technology Utilization

Niolic integrates advanced technologies from Limina Software, including AI-driven predictive analytics and quantum computing, to ensure high-speed execution and accurate market trend forecasting. This integration enhances the platform's capability to manage financial services with greater precision and speed.

9. Niolic Website

9.1 Website Use Acknowledgment In relation to the Niolic Website, you confirm that you acknowledge and accept the following:

(i) All transactions must be completed using the logins and passwords allocated to you by Niolic, and valid entry of such a login and password will constitute an authorization by you to complete any resulting Transaction.

9.2 Login Security You must keep the logins and passwords secure and confidential. You will advise Niolic immediately if you have any reason to believe that a login or password allocated to you has not been kept secure and confidential.

9.3 Unauthorized Access Prevention You must ensure that no unauthorized person can use your logins and passwords. As part of this obligation, you must ensure that you log off after using the Niolic Website to prevent unauthorized access to your accounts.

9.4 Legal Compliance You agree not to use the Niolic Website in violation of any applicable laws or regulations or the rules and guidance of regulatory authorities in any relevant jurisdiction, including, but not limited to, regulations against manipulative financial operations or other types of market abuse.

9.5 Multiple Accounts and Account Monitoring 9.5.1 Prohibition of Multiple Accounts: The use of multiple accounts by a single user is strictly prohibited. This includes, but is not limited to:

- Operating more than one account from a single device, IP address, or network.
- Using accounts registered under different names for the same individual.
- Sharing devices or networks to circumvent single-account restrictions.

9.5.2 Monitoring and Enforcement: Niolic actively monitors all account activity to ensure compliance with this policy. Any suspicious activity related to multiple accounts will be subject to review.

9.5.3 Penalties for Violation: If a violation is identified, the following actions may be taken at Niolic's sole discretion:

- Immediate suspension or permanent closure of all related accounts.
- Imposition of a penalty fee of up to \$5,000 per violation to cover damages caused to Niolic.
- Freezing or confiscation of funds associated with fraudulent accounts.
- Deduction of any referral bonuses or rewards previously paid to the client through the referral program if it is determined that multiple accounts were used to exploit the program. The deducted amount will be calculated based on the financial damage caused by the misuse of multiple accounts.

9.5.4 Exceptions and Appeals: In exceptional cases, such as family members using the same device, users must notify Niolic in advance. Appeals against

penalties or account suspensions must be submitted within 7 days of notification.

9.6 Prohibition of Manipulative or Abusive Behavior Niolic strictly prohibits any manipulative or abusive behavior on its Website, such as the dissemination of false or misleading market information through media, including the internet, or by any other means with the intent to affect the price of a cryptocurrency or the underlying property. Such actions are considered harmful to the fair and orderly financial operations on the Niolic Website.

9.7 Website Access Suspension Niolic reserves the right to suspend, withdraw, or deny access to its Website at any time without notice to you. Reasons for such actions may include, but are not limited to, security concerns, quality of service issues, failure to pay an amount when due, violation of the multiple accounts policy, or a breach of any provision of this Agreement.

9.8 Transaction Adjustments and Cancellations Without limiting any other rights we may have under this Agreement, any Transaction that we determine to have arisen from acts prohibited under clauses 9.4, 9.5, or 9.6 may, at our sole discretion, be subject to price adjustments, canceled, or invalidated.

10. Instructions

10.1 Instructions Availability

Niolic provides step-by-step instructions on how to engage, exchange, or perform other operations on the Niolic Website. These instructions are available on our website, as well as through various media channels including social networks such as WhatsApp, Telegram, YouTube, LinkedIn, and others.

10.2 Authorization of Instructions

You expressly authorize Niolic to rely on and act upon these instructions as fully authorized and binding upon you. Any instructions provided through our official channels are accepted by Niolic in good faith and treated as having been provided by you. Niolic will not be responsible or liable for any loss suffered because of not following the instructions provided.

11. Compliance and Regulatory Information

11.1 AML/CFT Compliance

Niolic is committed to adhering to all applicable Anti-Money Laundering (AML) and Counter Financing of Terrorism (CFT) regulations. This includes compliance with the **Fifth Anti-Money Laundering Directive (5AMLD)** (Directive (EU) 2018/843) and **Financial Action Task Force (FATF)** recommendations.

11.2 Designated Compliance Officer

A designated compliance officer is appointed to oversee and manage compliance with AML/CFT obligations.

11.3 Regulatory Compliance and Oversight

Niolic operates under a framework of strict regulatory compliance, adhering to all applicable laws and guidelines necessary for conducting business in the cryptocurrency and financial services sectors.

11.4 Mandatory User Verification

11.4.1 Know Your Customer (KYC) Requirements:

All users are required to complete a comprehensive identity verification process in accordance with **Article 13 of the EU's Anti-Money Laundering Directive** and **Section 326 of the USA PATRIOT Act**. This includes:

- Submission of a valid government-issued ID (passport, national ID card, or driver's license).
- Proof of address documentation (utility bill, bank statement not older than 3 months).
- A live selfie for biometric verification.

To complete the verification process, you need to submit your documents and a selfie to the following email address: <mailto:KYC@niolic.com>.

11.4.2 Continuous Monitoring:

Niolic reserves the right to conduct ongoing monitoring and request additional documentation at any time to ensure compliance with evolving legal and regulatory requirements.

11.4.3 Failure to Comply:

Failure to complete the verification process will result in the suspension of account access and the freezing of any funds held within the platform. Accounts that remain unverified for more than **30 days** will be subject to permanent closure in accordance with **Article 14 of the EU's AMLD**.

11.5 Global Compliance

Niolic adheres to global regulatory standards, including **General Data Protection Regulation (GDPR)** (Regulation (EU) 2016/679), ensuring that personal data is handled securely and transparently.

12. Commission, Charges, Other Costs, and Interest

12.1 Charges and Rates

Our Charges and Rates (including Interest Rates) are as provided via the Niolic Website.

12.2 Extraordinary Disbursements

We shall additionally be entitled to demand that other extraordinary Disbursements and Expenses caused by your Non-Performance are paid separately by you.

12.3 Payment Transaction Fees

Under certain circumstances, multiple intermediaries may be involved in a Payment Transaction and may deduct a commission when exchanging cryptocurrency within the system. The receiving bank, exchange wallet, or client's cold cryptocurrency wallet may also levy a charge. These charges cannot always be calculated in advance, and you acknowledge that you will be responsible for these expenses. We will not be liable for any losses resulting from the fees described in this clause being levied.

12.4 Fee Transparency

Niolic is committed to full transparency regarding any fees or charges associated with our services. All applicable fees will be clearly displayed in your personal account dashboard at the time of any transaction or interaction with Niolic. This ensures that you are fully informed of any costs before proceeding with any actions.

13. Client Protection During Force Majeure

13.1 Force Majeure Events

In the unlikely event of a Force Majeure situation, Niolic will take all reasonable measures to minimize any disruption to our services. If such an event occurs, we may need to take certain actions, such as

- (i) Temporarily ceasing or suspending financial operations, or temporarily refusing to enter into new transactions or accept orders;
- (ii) Adjusting specific terms related to your financial deposits or payment obligations; or
- (iii) Closing, voiding, or rolling over open positions if necessary. Any actions taken will be aimed at protecting both Niolic and its clients while ensuring the continuation of services where possible.

13.2 Notification of Force Majeure

Should a Force Majeure event arise, we will make every effort to notify you as soon as reasonably practicable, keeping you informed of the situation and any necessary steps being taken.

13.3 Client Protection and Discharge of Obligations

In the event that Niolic is unable to perform its obligations due to a Force Majeure event, we will prioritize protecting our clients' interests. We will only be discharged from our obligations under this Agreement to the extent that it is impossible to fulfill them as a direct result of the Force Majeure event. We will take all possible steps to minimize any losses, damages, costs, or expenses incurred by you as a result of such an event.

13.4 Resumption of Services

Niolic will make every effort to resume normal operations as quickly as possible following any Force Majeure event. We will keep you informed of the situation and will notify you as soon as services are fully restored, ensuring that any disruptions are minimized and that you are kept up-to-date throughout the process.

14. Client Money

14.1 Treatment of Client Money

Subject to clauses 14.4 and 14.5, any money received by Niolic from you or held by Niolic on your behalf will be treated as Client Money as defined by the applicable laws. This means that any money received by Niolic from the Client or held by Niolic on your behalf must be segregated from Niolic's own money.

14.2 Company Accounts and Wallets

Client Money shall be held in Company Accounts in Separate Cryptocurrency Wallets as determined by Niolic in accordance with Client Money Rules. We will keep and maintain books and records of the Client Money held on our clients' behalf. We will provide you with statements of the money that Niolic holds on your behalf in accordance with the Client Money Rules. Subject to the Client Money Rules, you may request such a statement at any time.

14.3 Transfer of Funds

We will transfer an equivalent amount of money back to you where we consider, in our sole discretion, that the amount of money you have transferred to Niolic is greater than the amount reasonably required to cover your present and future obligations to Niolic.

14.4 Dormant Accounts

In the event that there has been no movement on your account balance for a period of at least six years (notwithstanding any payments or receipts of charges, interest, or similar items) and we are unable to trace you despite having taken reasonable steps to do so, you agree that we may cease to treat your money as Client Money and pay away the money to a registered charity.

14.5 Third-Party Transfers

You specifically agree that we may transfer your money to a third party as part of a transfer of all or part of our business. Any sums transferred will be held by that third party either in accordance with the Client Money Rules, or if not held in accordance

with the Client Money Rules, Niolic will exercise all due skill, care, and diligence in assessing whether adequate measures will be applied by the third party to protect the sums.

15. Notice

15.1 Notice Requirements

Any notice or other instruction in writing required or permitted to be given under this Agreement or for this Agreement ("Notice") shall be in writing and shall:

- (i) If to you, be sent by prepaid registered mail, electronic mail, or delivered by hand to the address given by you in applying for your financial account, or such other address you designate in writing, or by Niolic posting a Notice to the Niolic Website; and
 - (a) if posted on the Niolic Website, Notice is deemed to have been given one (1) Day after the Notice was posted on the Niolic Website; or
 - (b) if the Notice was sent to the address of the Client, the Notice is deemed to have been given one (1) Day after the Notice was sent, unless delivered by hand, in which case the Notice is deemed to have been given on delivery.
- (ii) If to Niolic, be sent by prepaid registered mail or delivered by hand to the address of Niolic set out in this Agreement or such other address as Niolic designates in writing. Such Notice is deemed to have been given one (1) Day after the Notice was sent unless delivered by hand, in which case the Notice is deemed to have been given on delivery.

15.2 Notice by Email

Any Notice given or made under this Agreement may also be sent by email if:

- (a) the Notice is sent to the email address last notified by the intended recipient to the sender; and
- (b) the sender keeps an electronic or printed copy of the Notice sent.

15.3 Deemed Delivery

A Notice sent by email will be deemed to have been given on the earlier of:

- (a) receipt by the sender of an email acknowledgment from the recipient's information system showing that the Notice has been delivered to the email address stated above;
- (b) the time that the Notice enters an information system which is under the control of the recipient; or
- (c) the time that the Notice is first opened or read by an employee or officer of

the recipient.

16. Termination and Withdrawal Restrictions

16.1 Restriction on Termination

Once you have initiated any financial service with Niolic (such as a deposit), you cannot cancel or terminate the service until the end of its specified term. You may close your account or terminate the agreement, but this will only take effect after the completion of all active financial services.

16.2 Account Closure

You may request the closure of your Financial Accounts by giving us Notice in writing. However, any active financial services must be completed before the account can be fully closed. Any pending Orders will be canceled, and after all services are finalized, any remaining funds will be returned to you.

16.3 Termination by Niolic

Niolic reserves the right to close any Financial Account by providing you with written Notice. This termination will take effect no sooner than ten (10) days after the Notice is issued. If there are any active financial services, they must be completed before the account closure is finalized. Remaining funds will be returned to you once all obligations are fulfilled.

16.4 Ongoing Obligations

All financial services initiated before any request for termination must be fully completed. Termination of the agreement does not affect the continuation or fulfillment of these services, and all rights and obligations will remain in force until the completion of the term.

16.5 Breach of Agreement

If Niolic determines that you have breached any provisions of this Agreement, including the policy on multiple accounts (section 9.5), we may take immediate action to restrict or close your account. Any active financial services will continue until their completion, but access to your account will be suspended. In cases of severe violations, funds may be confiscated to cover damages. Additionally, any referral bonuses or rewards previously paid through the referral program will be deducted if it is determined that multiple accounts were used to exploit the program.

16.6 Automatic Termination

The Agreement will automatically terminate after the closure of all your accounts with Niolic. If any financial services are still active, termination will occur only after these services have reached their conclusion.

16.7 Withdrawal Restrictions

Early withdrawal of funds from any financial service, such as a deposit, is strictly prohibited before the end of the specified term. Exceptions may only be made under extraordinary circumstances, such as serious illness or death, and require thorough documentation for Niolic's review.

17. Limitation of Liability

17.1 Exclusion of Indirect Losses

We shall not be responsible or liable to you under any circumstances for any indirect or consequential loss or related expenses (including any loss of profits) incurred by you as a result of your use of the Services.

17.2 Direct Losses

We shall only be responsible or liable to you for any direct loss incurred by you as a direct result of our negligence, willful default, or fraud.

17.3 No Limitation for Personal Injury

Nothing in this Agreement is intended to limit or exclude our liability or responsibility to you for death or personal injury, for our willful default or fraud, or for any other liability that cannot lawfully be excluded or limited.

18. Indemnity

18.1 Client Indemnity

You shall indemnify and hold Niolic harmless from and against any and all liabilities, claims, costs, expenses, and damages of any nature, including, but not limited to, reasonable legal fees and any fees and expenses incurred in connection with litigation, arising out of or relating to your negligence, mistake, or willful misconduct, the violation of any law by you, any infringement of our Intellectual Property or the Intellectual Property of any third party and/or the breach by you of any provision of this Agreement (i.e., you will remain entirely responsible for any losses incurred by Niolic and you will immediately repay such losses to Niolic when demanded to do so by Niolic).

18.2 Reimbursement of Costs

You also agree to promptly pay Niolic for all damages, costs, and expenses,

including reasonable legal fees and expenses, incurred by Niolic in the enforcement of any of the provisions of this Agreement.

19. Complaints and Compensation

19.1 Complaints Procedure

If you have any concerns regarding the Services, you are encouraged to write to our Compliance Officer at support@niolic.com or by post at 20 Reayrt Ny Crink, Crosby, IM4 2EA, Isle of Man. If you have any questions about the process, our team is ready to assist you via online chat or email.

19.2 Resolution Process

We are committed to resolving your complaint as quickly as possible and ensuring your complete satisfaction. Throughout the resolution process, we will provide you with full information and support. If, after completing our internal Complaints process, you remain dissatisfied with the resolution of your complaint or dispute, you may have the option to escalate the matter to an independent third party. For more information on how to proceed, please contact our customer support team, who will guide you through the next steps.

19.3 Insurance Protection

Your financial account may be covered by an insurance policy that protects your funds in certain circumstances. This insurance coverage may vary depending on the type of account you hold and could be subject to specific limits. If you have any questions regarding the insurance coverage applicable to your account, please contact us for more detailed information.

19.4 Insurance Coverage Limits

Details about the insurance coverage limits to which you may be entitled, if eligible, and further information about the insurance policy can be provided upon request. For more specific details, please contact Niolic's customer support team, who will be happy to assist you with any inquiries regarding the insurance coverage and your rights under the applicable policy.

20. Conflicts Of Interest

20.1 Potential Conflicts

You acknowledge that Niolic or other persons or companies connected with it may have an interest, relationship, or arrangement in relation to any transaction or Transaction, which may give rise to a conflict of interest with your interests or our duties to you.

20.2 Conflict of Interest Policy

As a financial services firm, we are required to take all appropriate steps to identify conflicts of interests between Niolic and its clients, or between one client and another, that arise while providing financial services.

20.3 Conflict Resolution

Our Conflict of Interest Policy describes the general character and background of conflicts of interest and the conflicts of interest that have been identified that may arise. How such conflicts of interest will be avoided and, where necessary, managed. For example, as we provide several services to a wide range of clients, there may be times when there is a conflict between our interests and the duty that we owe to a customer or a conflict between the differing interests of two or more of our customers, to whom in each case we owe a duty to act in each of their best interests.

21. General Terms

21.1 Assignment

Any rights or obligations that you may have under this Agreement shall not be assigned, novated, transferred, sold, or otherwise conveyed to any other person except with our prior written consent. We may transfer or delegate any of our rights and/or obligations under this Agreement, which may involve transferring any Client Money balance held by us on your behalf, to any person, provided we act in accordance with Applicable Law. We shall use reasonable endeavors to provide you with not less than thirty (30) calendar days' notice of such transfer or delegation, although we reserve the right to do this with immediate effect in which case we will inform you about the transfer or delegation as soon as reasonably practicable. Where we transfer or delegate any of our rights or obligations under this Agreement to any person, we may provide that person with any information relating to you that they may reasonably require.

21.2 Amendments

The terms of this Agreement and any transactions under it may be varied or amended by Niolic at any time by written Notice to you which will be at least ten (10) Days after we send our Notice to you. We may give you less than ten (10) Days' Notice if the amendments to this Agreement are required in order to comply with laws or regulatory requirements or where you expressly accept amendments in writing at our request. If you do not accept the amendment, you will be free to close your account

and/or terminate the Agreement in accordance with clause 16 before the amendment takes effect. Any other amendments must be agreed to in writing via Email or the Niolic Website between Niolic and the Client.

21.3 Waiver

A waiver of any right under this Agreement or law is only effective if it is in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21.4 Partnership or Joint Venture

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties nor constitute either party the agent of the other for any purpose. Neither party shall have the authority to act as an agent for, or to bind, the other party in any way.

21.5 Inconsistency with Other Contracts

In the event of any inconsistency between this Agreement and any other contracts or documents exchanged and executed between you and Niolic, this Agreement shall prevail to the extent of the inconsistency. This Agreement is drafted in the English language. Accordingly, if this Agreement is translated into any other language, the English language version shall prevail.

21.6 Severability

If any court or competent authority finds that any provision of this Agreement (or part of a provision) is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, illegal, or unenforceable or invalid provision would be valid, enforceable, and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid, and enforceable.

21.7 Rights of Third Parties

A person not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. Notwithstanding this, our claims against you under this Agreement may be assigned to third parties that may independently assert these claims against you.

21.8 Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed by the law of Isle of Man.

21.9 Jurisdiction

Each party irrevocably agrees that the courts of the Isle of Man shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

22. Financial Monitoring and Reporting

22.1 Regular Reporting

Niolic will provide you with regular reports on the performance of your financial services. These reports will be available through your account on the Niolic Website and will include detailed information on the status of your financial services, accrued interest, and any relevant market data.

22.2 Real-Time Monitoring

Clients can view the amount they have engaged and the accrued interest in real-time through the Niolic Website. Our platform provides simple and clear tools for tracking the current status of your financial strategies.

22.3 Performance Alerts

You may opt to receive performance alerts via Email. These notifications will inform you of the status of interest payments credited to your account and the amounts.

22.4 Hybrid Data Analysis Models

Niolic utilizes hybrid data analysis models that combine machine learning methods with traditional analysis techniques. These models provide high accuracy and timeliness in financial reporting, enabling clients to monitor the status of their assets in a timely manner.

23. Client Education and Support

23.1 Educational Resources

Niolic is committed to helping clients make informed financial decisions. We provide a range of educational resources, including webinars, articles, and tutorials on cryptocurrency financial strategies and market analysis. These resources can be found on the Niolic Website, YouTube, Telegram, WhatsApp, partner websites, and others, and can also be downloaded in PDF format from the company's website.

23.2 Dedicated Support

Our customer support service is available 24/7 to assist you with any questions or issues. You can contact us through various channels, including chat, email, and support via Telegram and WhatsApp

23.3 AI-Based Customer Support Tools

Niolic offers AI-powered support tools that provide instant responses to client inquiries, offer personalized financial advice, and enhance the overall customer experience. This includes automated FAQs, chatbots, and AI-based portfolio recommendations.

24. Compliance and Regulatory Updates

24.1 Ongoing Compliance

Niolic ensures that all operations comply with the latest regulatory requirements. We regularly review and update our practices to adhere to changes in laws and regulations.

24.2 Regulatory Notifications

Clients will be informed of any significant changes in regulatory requirements that may impact their financial services. These notifications will be provided through the Niolic Website and other communication channels.

25. Advanced Security Measures

25.1 Two-Factor Authentication (2FA)

To enhance the security of your account, Niolic offers two-factor authentication. This additional layer of security helps protect your account from unauthorized access.

25.2 Encryption

All client data and transactions are protected using advanced encryption technologies. This ensures that your personal and financial information is secure at all times.

25.3 Fraud Detection

Our platform includes robust fraud detection systems that monitor and identify suspicious activity. If any potential fraud is detected, immediate action will be taken to protect your financial services.

25.4 Advanced Quantum Security Protocols

Niolic has implemented advanced quantum security protocols to further safeguard client data and transactions. These protocols represent the cutting edge of cybersecurity, ensuring that your information is protected against even the most sophisticated cyber threats.

26. Environmental, Social, and Governance (ESG) Commitment

26.1 Commitment to Sustainability

Niolic Limited is committed to supporting the principles of sustainable development and corporate responsibility. All our activities are aimed at minimizing negative environmental impact, supporting social justice, and maintaining high standards of corporate governance.

26.2 Environmental Responsibility

We strive to reduce our carbon footprint and optimize resource use in our operations. Niolic actively seeks ways to improve our environmental practices, including reducing emissions and supporting environmental conservation initiatives.

26.3 Social Responsibility

Niolic adheres to the principles of social responsibility by ensuring equal opportunities for all employees and promoting diversity and inclusion. We also actively support initiatives aimed at improving living conditions in the communities where we operate.

26.4 Corporate Governance

Our company follows strict standards of corporate governance, ensuring transparency and accountability in decision-making. We strive to comply with all applicable laws and regulations and to uphold ethical standards in all aspects of our business.

26.5 ESG Reporting

Niolic is committed to providing regular reports on our ESG initiatives and the results achieved. These reports will be available to clients and partners on our website, ensuring transparency in our activities and supporting trusted relationships with stakeholders.