

TERMS OF USE INNOTECH LABS LTD

Last Updated: 07th January 2025

Welcome to Innotech Labs Ltd (“Innotech”, “the Company”, “We”, “Us”) a company registered under the laws of Trinidad and Tobago bearing Company Number C2024021500005. By accessing our website and using our services, you agree to be bound by these Terms of Use (“Terms”). These Terms as well as the policies referenced within, including our Privacy Policy and certain provisions that limit our liability are a legal agreement between you and Company. Please read them carefully.

1. REGULATORY STATUS & SANDBOX DISCLOSURE

1.1. Sandbox Participant: Innotech Labs Ltd is currently a Sandbox Participant authorized by the Trinidad and Tobago Securities and Exchange Commission (TTSEC) under the Virtual Assets and Virtual Asset Service Providers Act, 2025.

1.2. Testing Environment: You acknowledge that our services are being provided within a controlled Regulatory Sandbox under the close supervision of the TTSEC.

1.3. No Deposit Insurance: You expressly understand that virtual assets held on this platform are not insured by the Deposit Insurance Corporation (DIC) of Trinidad and Tobago.

2. ELIGIBILITY

To use our services, you must:

- Have the power, authority and capacity to accept these Terms
- Be a resident of Trinidad and Tobago or a jurisdiction where our services are permitted.
- Have the legal capacity to enter into a binding contract under the Electronic Transactions Act.
- Have not been previously suspended, removed, or disqualified for any reason by the Company.
- In the event of any violation of the Terms, the Company reserves the right to suspend or permanently prevent you from availing of its services.

3. SERVICES: TRADING AND STORAGE MANAGEMENT

3.1. Innotech acts as a broker and provides a platform for the exchange of virtual assets for fiat currency or other virtual assets (“Service”). You may -

- i. enter into trades for buying or selling of Virtual Assets or derivatives like futures and options of such Virtual Assets through the Company platform or as agreed between the you and the Company on third-party exchanges or platforms (“Trade” or “Trades”);
- ii. store and hold your Virtual Assets purchased pursuant to a Trade for and on behalf of you or your users (“Stored VA”), in one or more hosted Virtual Assets digital wallets held with third-party exchanges or platforms or any infrastructure as deemed fit by the Company;
- iii. staking of Virtual Assets services
- iv. any other services as the Company may offer from time to time.

3.2. The Company may, in consultation with you, may enable you to transfer by way of deposits and withdrawals the Stored VA in a safe and secure manner on a real time basis.

3.3. Your users shall remain the owners of those Stored VA, and You, on your user's behalf, shall be entitled to receive any additional Virtual Assets (based on such Stored VA) resulting from any applicable (i) blockchain network fork, or (ii) airdrop, or (iii) similar distribution of Virtual Assets.

3.4. However, you agree and understand that any distribution of tokens or Virtual Assets under this Clause is outside the control of the Company and the respective blockchain/ token issuer/ protocol may withdraw, nullify, seize the distributed token or virtual assets and in all such cases, the Company and its group companies disclaim any and all responsibility/ liability towards you or your users.

3.5. You reserve the right to receive and Store VA received by it from any third party on the Company platform or as a custodian of any third party. This is to clarify that the Company is neither into the business of safekeeping of Virtual Assets nor it has any administrative control over Stored VAs as provided under Section 4(2)(d) of the Virtual Asset and Virtual Asset Service Provider Act, 2025.

3.6. The Company acknowledges that the Stored VA belongs to you or your users and you or your users (as the case maybe) are the sole owners of the Stored VA and, no third-party shall have a right or claim on the Stored VA.

3.7. Transaction Finality: Once a virtual asset transfer is initiated on the blockchain, it is generally **irreversible**. Innotech cannot recover funds sent to the wrong address.

4. AML/CFT/CPF COMPLIANCE

4.1. Identity Verification (KYC): To comply with the Proceeds of Crime Act (POCA) and the Financial Obligations Regulations, we must verify your identity as per our policies. You agree to provide accurate and up-to-date information.

4.2. Sanctions: We do not provide services to customers listed on the United Nations Security Council Sanctions List or local sanctions lists issued under the Economic Sanctions Act or Anti-Terrorism Act.

5. DATA PRIVACY

Your personal data is handled in accordance with the Data Protection Act, 2011.

- **Consent:** By using our platform, you provide express written consent for the collection and processing of your personal information for KYC, service delivery.
- **Purpose:** Data is collected solely for regulatory compliance and platform functionality.

6. RISK WARNING

Trading in virtual assets involves significant risk. Prices can be highly volatile. You should only trade with money you can afford to lose. You are responsible for ensuring the accuracy of all information entered when using our Services. Innotech does not provide investment advice.

7. GOVERNING LAW & DISPUTES

7.1. Jurisdiction: These Terms and any dispute arising out of or in connection with the Services will be governed by and construed in accordance with the laws of the jurisdiction in which the Services are availed or accessed. Notwithstanding the terms herein, in the event that you have entered into a separate written agreement or contract with Innotech, any disputes arising from that specific relationship shall be addressed and resolved in accordance with the provisions, governing law, and dispute resolution mechanisms set out in such separate contract. Where there is a conflict of law, or in matters not specifically regulated by such local law, the laws of the Republic of Trinidad and Tobago will apply. Nothing in these Terms limits any rights you may have under mandatory consumer protection laws of your place of residence.

7.2. Complaints: If you have a grievance, please contact our Compliance Officer at support@tokenprime.co.

8. CONTACT INFORMATION FOR COMMUNICATION

Innotech Labs Ltd Physical Office: 5th Floor Savannah East, 11 Queen's Park East, Port of Spain, Trinidad and Tobago.

Email: support@tokenprime.co

9. TERMINATION AND SUSPENSION

9.1. Right to Suspend: Innotech reserves the right to suspend or freeze your account immediately, without notice, if we have reasonable grounds to suspect:

- A breach of these Terms or Trinidad and Tobago laws.
- Involvement in money laundering, terrorist financing, or fraud as defined by the FIUTT and FIU-IND.
- A security threat to the platform or other users of Innotech.

9.2. Regulatory Termination: Innotech may terminate this agreement and cease all services if:

- The TTSEC directs the Company to cease operations or if the Company's status as a Sandbox Participant is revoked or expires.
- A change in Trinidad and Tobago law makes the provision of virtual asset services illegal.

9.3. Effect of Termination: Upon termination, you will be given a reasonable period to withdraw your virtual assets, subject to any legal "freeze orders" from the Trinidad and Tobago High Court or Financial Intelligence Unit or TTSEC.

10. ALLOWED AND PROHIBITED ACTIVITIES

10.1. Allowed Use: You may use the platform solely for the exchange of virtual assets for fiat, transfer of assets and storage as permitted under Section 4(2) of the VASP Act.

10.2. Prohibited Use: You are strictly prohibited from using the platform for:

- **Market Manipulation:** Any activity intended to create a false or misleading appearance of active trading or to artificially inflate/depress prices.

- **Illegal Transactions:** Purchasing illegal goods/services or participating in "Ponzi" or pyramid schemes.
- **Commercial Use:** Using the platform for professional brokerage or as an unauthorized "VASP" on behalf of others or gaining any unauthorized access to any portion of the Services.
- **System Interference:** Attempting to decipher, decompile, disassemble, bypass security, reverse-engineer the platform, or deploy harmful code.
- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Services or any portion of the Services, without Innotech's express written consent
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Services.

11. FEES AND CHARGES

11.1. Transparency: All transaction fees, withdrawal fees, and service charges will be clearly displayed at the time of the transaction or mutually agreed upon by the parties in writing. You acknowledge that the fees as agreed upon may be subject to change from time to time.

11.2. Non-Refundable: Unless otherwise required by Trinidad and Tobago consumer law, all fees paid to Innotech are non-refundable.

11.3. Local Taxes: You are responsible for any taxes (such as Value Added Tax, if applicable) that may be levied on your transactions under the Income Tax Act of Trinidad and Tobago or your jurisdiction of residence.

12. INDEMNITY AND LIMITATION OF LIABILITY

12.1. Indemnification: You agree to indemnify and hold harmless Innotech, its directors, and employees from any claims, losses, or penalties arising from your i) breach of these Terms, or ii) your violation of any applicable laws or iii) your use or misuse of the Services.

12.2. Limitation of Liability: To the maximum extent permitted by Trinidad and Tobago law, Innotech shall not be liable for any indirect or consequential losses, including "opportunity costs" or losses arising from blockchain network failures, forks, or extreme market volatility.

12.3. Sandbox Risks: You acknowledge that as a Sandbox Participant, the platform is in a testing phase. You waive any claims against the TTSEC or the Central Bank of T&T related to losses incurred during the testing of these innovative services.

13. MODIFICATION

Innotech reserves the right, at any time and from time to time, to modify, suspend, or discontinue the Services, or to make changes to applicable fees. Where practicable, Innotech may provide you with at least thirty (30) days' prior notice of material changes, by posting on our website, via email, or through other reasonable communication channels. If you continue to use the Services after the effective date of any changes, such use will constitute your acceptance of the modified terms.

14. SEVERABILITY

If any provision of these Terms are determined to be invalid or unenforceable pursuant to any applicable law, then that provision will be limited or eliminated from these Terms to the extent required by law, and the remaining provisions will continue in effect. The terms of this section will survive termination of these Terms, together with any express term or provision which, by its nature should survive.

— x —