



## 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.

By clicking “I agree” or accessing and/or using any of the Services provided by METEX, you have read, understood, and accepted all of the following Terms, as well as all of the terms which are incorporated herein by reference.

### 1. RIGHTS AND OBLIGATIONS

- 1.1 The following terms and conditions (the “Terms”) constitute a binding agreement between Metex Corp Pty Ltd (ABN 19 624 831 821), trading as Metex, and the person, persons, or entity (“you” or “your”) accessing Metex Exchange through our website or any of our associated services, websites, APIs or mobile applications (collectively the “**Metex Exchange**”).
- 1.2 By signing up to use an account through Metex Exchange, you expressly agree to our terms of service as outlined in this User Agreement.
- 1.3 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 and you agree to be legally bound by these Terms.
- 1.4 You further represent and warrant that: (i) you are of legal age, in your jurisdiction, to enter into a binding agreement; and (ii) if you represent a corporation, governmental organization or other legal entity, you have the right, power and authority to enter into these Terms on behalf of such corporation, governmental organization or other legal entity and to legally bind it to these Terms
- 1.5 Your access and/or use of the Services is contingent upon your acceptance of these Terms.
- 1.6 Metex may amend these Terms at any time. Amendments will be effective fourteen (14) days after the modified terms and conditions have been posted on Metex’s website, except for amendments that relate to new features or made for legal reasons, which will become effective immediately. If You do not agree to such modified terms, You should discontinue Your use of the Services.

### 2. SERVICES

#### 2.1 In General

- (a) Metex, through the Services, enable you to exchange listed digital tokens/coins on their exchange with other digital token/coins or fiat currencies.
- (b) You may participate in Metex’s services by accessing Metex’s website or exchange or downloading Metex’s Android and iOS mobile applications.
- (c) Upon acquiring ownership of a token, you will enter into their respective terms and conditions. If you do not agree to do so you must refrain from using our services. It is your sole responsibility to read the respective token’s terms and conditions prior to acquiring ownership.



- (d) In order to be eligible to use Metex's services, you must be at least 18 years old and your eligibility to access certain Metex services accessible by country can be found at the Metex website.
- (e) Whilst using the Metex exchange, tokens/coins deposited onto the platform will be held in trust by Metex until you decide to withdraw them or provide other instructions.
- (f) Metex intends to establish a trust relationship with you when using our services, where you are considered the beneficiary and Metex the Trustee. If you do not agree to this relationship you must withdraw all tokens and cease using our services immediately.

## 2.2 Fees

- (a) A full list of Metex's fees can be found on the Pricing and Fees Disclosure page on the Metex website <https://metex.io/faq/>

## 2.3 Access to Services

- (a) In order to use Metex Services, you will need to register for a Metex Account by providing your full name, address, date of birth, an email address, password, any requested supporting documents and accepting the terms of this Agreement and our Privacy Policy. Metex may, in its sole discretion, refuse to open a Metex Account for you or limit the number of Metex Account that your immediate family may hold.
- (b) By creating a 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. The verification of your identity (and business structure if applicable) and on-boarding of your account may take up to ten (10) business days to complete.
- (c) 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, address of account holder, and account number).
- (d) 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.

## 2.4 Services not offered by Metex

- (a) By accessing and/or using the Services, you acknowledge and agree that Metex shall not receive any deposits from you and therefore, shall not entitle you to any insurance for the pre-purchaser deposits.



- (b) You acknowledge that you agree and aware of the Tokens which cannot be qualified as a security as they only represent metals which is stored by Metex for your account. It is not a derivate instrument and it does not constitute uncertificated securities since it gives not credit claims to its holder and also because the transfer of uncertificated securities requires an assignment in written form that, at present, cannot be fulfilled on a distributed ledger.
- (c) You acknowledge and agree that Metex cannot guarantee the confirmation of any transaction on any blockchain network. Metex has no control over any blockchain network.
- (d) You further acknowledge and agree that Metex does not acts or serves as your broker, intermediary, agent, or advisor with respect to any action (including refraining from any action). You make or intend to make using the Services, but only as a custodian.
- (e) While the information contained on the Metex's website is periodically updated, no guarantee is given that the information provided thereon is correct, complete, or up-to-date.
- (f) In no event will Metex be liable for any loss or damages arising from or related to the storage of your Tokens.

## 2.5 Service limitations and modifications

- (a) Metex will make reasonable efforts to keep the Services operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, Metex reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Services, with or without notice, without liability to you, for any interruption, modification, or discontinuation of the Services or any function or feature thereof.

## 3. ANTI MONEY LAUNDERING AND COUNTER TERRORIST FINANCING

- 3.1 Metex is committed to applying the Anti Money Laundering and Counter Terrorism Financing Act 2006 to provide you with safe, compliant, and reputable Services. This includes monitoring of suspicious transactions and mandatory reporting to AUSTRAC.
- 3.2 In particular, Metex is required by law to obtain, verify, and record information identifying any person accessing and/or using certain services. Therefore, to access and/or use certain Services, you have to follow a KYC (Know Your Customer) process in order to verify your identity.
- 3.3 You have to provide true, current and complete information about yourself during the KYC process. If you are a representative of a corporation, governmental organization or other legal entity, you must prove that you have the right, power and authority to enter into these Terms on behalf of the corporation, governmental organization or other legal entity and to legally bind it to these Terms.
- 3.4 In addition, Metex may require you to provide documentation to verify the information you have submitted to Metex including, without limitation, an identification card or a passport, a utility bill, a bank statement or any document proving Your identity issued by a governmental body.
- 3.5 According to the provided documents, You may be required to verify for different levels related to a different amount You want to use.



- 3.6 In order to facilitate the KYC process, the Services will give you the possibility to transfer to Metex a former KYC you have performed for the services rendered by other companies related to Metex. In such case, the relevant information will be transferred from such other service provider to Metex. You can refer to the Data Protection Section of these Terms for more information.
- 3.7 Metex shall keep certain information and documentation on file for a period of seven years after the termination of the relevant business relationship or from the completion of the relevant transaction.

## 4. USER OBLIGATIONS

- 4.1 By accessing and/or using the Services, you represent and warrant that:
- (a) you fully understand and have experience of tokens, cryptocurrencies and digital assets, as well as of blockchain-based infrastructures and services, and
  - (b) (you fully understand the risks associated with the trading or holding of tokens, cryptocurrencies and digital assets as well as the mechanics related to the use of such tokens, cryptocurrencies and digital assets (including with respect to their storage and exchange).
- 4.2 By accessing and/or using the Services, you acknowledge that, tokens, cryptocurrencies and digital assets, including the Tokens, trading markets are extremely volatile and shift quickly in terms of, among others, liquidity, market depth and other characteristics. There is no guarantee against losses for accessing and/or using the Services.
- 4.3 You further represent and warrant that you are not entering into transactions that are above your financial abilities and that you are aware of the risks related to tokens, cryptocurrencies and digital assets, for which you are solely responsible and liable.
- 4.4 You acknowledge and agree that Metex does not provide any advice, guidance or recommendations on the opportunity to invest into, disinvest from, or remain invested in the Tokens. If you are considering purchasing Tokens as an investment, you should first contact your financial advisor for any such advice, guidance or recommendation.
- 4.5 By accessing and/or using the Services, you warrant that you are a bona fide user of Metex's services. By opening a Metex account, you confirm that you will not use Metex Services in connection with any of the 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 including payments for ransomware



- (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.

## 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 You acknowledge and agree that the Services are the property of Metex or its licensors. Subject to your compliance with these Terms, Metex grants you a limited right to access and/or use the Services. The right to access and/or use the Services is a non-exclusive, non-transferable, revocable, limited licence, and it is subject to the limitations and obligations contained herein. Nothing in these Terms gives you any licence (other than as set out in this section), right, title, or ownership of, in, or to any of the Services.
- 5.2 You acknowledge and agree that Metex retains all rights, title, and interest in and to all copyrights, trademarks, trade secrets, patents, and any other proprietary rights in the Services, the software and application programming interfaces (APIs) comprising the Services, and all content therein. You acknowledge and agree that "Metex", their trademarks, service marks, logos and graphics are the registered trademarks or trademarks of Metex.



## 6. DATA PROTECTION

- 6.1 In order to provide you with the Services, you acknowledge and agree that Metex may collect, store and process your personal data and/or information. By accessing and/or using the Services, you acknowledge to have read, understood, and accepted the terms of Metex's privacy policy, and you further acknowledge and agree that Metex may use such data and/or information in accordance with the terms of its privacy policy.

## 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 Exchange Currency Wallets 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 Metex may terminate these Terms or suspend your access to the Services at any time, including, without limitation, in the event of your alleged or actual misuse of the Services or breach of these Terms.
- 7.3 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 Metex.



## 8. LIMITATION OF LIABILITY

- 8.1 In no event will Metex, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for any loss or damages, including without limitation, direct, indirect, special, consequential, or punitive loss or damages, arising from or related to Your use of the Services, whether in an action of contract, tort or otherwise, and regardless of whether such damages were foreseeable and whether or not Metex was advised of the possibility of such damages.
- 8.2 Without limiting the generality of the foregoing, Metex takes no responsibility for and will not be liable for any financial or other loss or damages arising from or related to the use of the Services, including, without limitation, to any of the following:
- (i) delays, interruption or loss of services;
  - (ii) technical failure, malfunction or shutdown;
  - (iii) server failure, hacks or unavailability;
  - (iv) data loss;
  - (v) corrupted data on Metex's servers;
  - (vi) failure to update or provide correct information;
  - (vii) "phishing" or other websites masquerading as Metex;
  - (viii) stolen, lost, or unauthorized use of Your means of authorization;
  - (ix) loss of business or goodwill.
- 8.3 The limitation of liability set out above shall not be applicable in case of loss or damages caused by Metex or any of its employees by intentional misconduct or gross negligence.
- 8.4 The Services support or are integrated with third party services. Metex takes no responsibility for any third-party services and will not be liable for any loss or damages caused by such third-party services.
- 8.5 The Services are provided on an "as is" and "as available" basis without any representation or warranty of any kind, whether express or implied, to the maximum extent permitted by applicable laws. Metex disclaims any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement.



## 9. INDEMNIFICATION

9.1 To the fullest extent permitted under applicable laws, You agree to hold harmless and indemnify METEX, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors from and against all third party claims and all liabilities, damages, assessments, losses, costs, or expenses (including reasonable attorney fees) resulting from or arising out of:

- (a) Your alleged or actual breach of these Terms, including, without limitation, Your express representations and warranties;
- (b) Your alleged or actual use or misuse of the Services; and
- (c) Your alleged or actual infringement or violation of any laws or of the rights of a third party.

## 10. TAXES

10.1 You shall be solely responsible for any taxes applying to the payments you make or receive through the Services, and to collect, report, and remit such taxes to the appropriate tax authorities. You acknowledge and agree that, at the moment, Metex is not able to draft a taxation report concerning the operation executed and that it is your duty to collect all the information required by the competent tax authorities in order to comply with your tax obligations.

## 11. Entire Agreement

11.1 These Terms constitute all the terms and conditions agreed upon between you and Metex and supersede any prior agreements in relation to the subject matter of these Terms, whether written or oral.

## 12. Severability and Waiver

12.1 Unless as otherwise stated in these Terms, should any provision of these Terms be held totally or partially invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of these Terms, and the application of that provision shall be enforced to the extent permitted by applicable laws.

12.2 The failure of Metex to exercise or enforce any of the rights or provisions of these Terms shall not be considered as a waiver of Metex's rights to do so.

## 13. Assignment

13.1 Metex may assign these Terms and/or delegate any of its obligations hereunder, in whole or in part. You may not assign these Terms or any part of them, nor transfer or sub-license Your rights under these Terms to any third party, unless in connection with the transfer of the Tokens.



## **14. No Partnership**

- 14.1 Nothing contained in this Agreement shall be deemed or construed to create a principal and agent, partnership or joint venture relationship between you and Metex.

## **15. Force Majeure**

- 15.1 Metex will not be deemed in default of these Terms to the extent that performance of its obligations is delayed or prevented by reason of any external force including, without limitation, war, insurrections, bank failures, strikes, fires, floods, earthquakes, labour disputes, epidemics, governmental regulations, freight embargoes, natural disaster, act of government or any other cause beyond Metex's reasonable control.

## **16. Governing Law and Jurisdiction**

- 16.1 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.

## **17. CONTACTS**

- 17.1 If you have any questions regarding these Terms, please contact us at [support@metex.io](mailto:support@metex.io)

## Related policy instruments

- Website and Cookies Notice MTX-511-004
- AML-CTF Policy MTX-511-005
- Privacy and GDPR Policy MTX-511-001

## 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)	07-May-23

### 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
1.1	14/01/2019	14/01/2019	Logo Updated	Brett Wilkins-Byrd Compliance Officer
1.2	23/03/2019	23/03/2019	Review and update	Brett Wilkins-Byrd Compliance Officer
2	07/05/2020	07/05/2020	Review and update	Brett Wilkins-Byrd Compliance Officer
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