TRUE MARKETS — TERMS OF SERVICE

Last Updated: July 10, 2026

1. Scope and Introduction

These Terms of Service and any terms expressly incorporated herein (“Terms”) apply to your access to and use of the website https://truemarkets.co (the “Site”) and any other website owned, controlled and operated by True Markets Inc., our mobile application for iOS devices (the “App”), for itself or on behalf of its affiliated companies (collectively, “True Markets”, “TM”, “we”, or “us”) and which posts or links to these Terms, and the related products and services provided by us as described in these Terms (collectively, our “Services”). True Markets Inc. is a Delaware corporation and is the entity that contracts with you and operates the Exchange. True Markets Limited (Bermuda) is its parent and is referenced in these Terms only as an affiliate. Except where the context requires otherwise, references in these Terms to the Site include the App, and references to your access or use of the Site include access or use through the App.

THESE TERMS CONTAIN A MANDATORY ARBITRATION CLAUSE (SECTION 25) THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. PLEASE READ SECTION 25 CAREFULLY.

By accessing the Site or creating an account to use our Site and Services, you agree to be legally bound by these Terms and represent the following: (a) you are at least the age of majority in your jurisdiction and have the right and power to enter into and comply with these Terms; (b) you meet the eligibility requirements to use our Services as set out in these Terms; and (c) your access to and use of the Services will fully comply with all applicable laws and regulations. You agree that you will not access or use any of our Services to conduct, promote, or otherwise facilitate any illegal activity.

2. Changes to These Terms

We may amend or modify these Terms at any time by posting the revised agreement on the Site and/or providing you with a copy of the updated Terms. The revised Terms will be effective as of the time they are posted. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Site and Services, and close your TM Client Account, if applicable.

3. Definitions

“App” means the True Markets mobile application for iOS devices made available through the Apple App Store.

“Bona Fide Matched Transaction(s)” is a trade order on the Exchange that has been matched and recorded onto the Exchange.

“Communications” shall have the meaning set forth in Section 19.

“Exchange” means each digital-assets trading platform operated through one or more of TM’s wholly owned subsidiaries. The Exchange is currently operated by True Markets Inc.

“TM Client Account” means a user account with TM, accessible via the Services, used to trade on the Exchange.

“Digital Asset” means bitcoin, ether and any other digital assets that may be traded on the Exchange.

"External Provider" means any Third Party Custodian: (i) from which you may load Digital Assets into your Third Party Custodial Account, and (ii) to which you may transfer Digital Assets from your Third Party Custodial Account.

"Feedback" shall have the meaning set forth in Section 14.

"Fees" shall have the meaning set forth in Section 11.

"Fee Schedule" means the current fee schedule posted at https://truemarkets.co/fees, which TM may amend, change or alter at any time in its discretion.

"Force Majeure Event" shall have the meaning set forth in Section 27.

"Net Settlement" means your net settlement of your Bona Fide Matched Transactions, including any Fees due, that occurs during any Net Settlement Cycle within the Third Party Custodial Account.

"Net Settlement Cycle" means the cycle that will occur automatically at least once every 24 hours in which the Exchange will calculate your net settlement of your Bona Fide Matched Transactions, including any Fees due, and send instructions to the Third Party Custodian that such Bona Fide Matched Transactions settle.

"Services" shall have the meaning set forth in Section 1.

"Site" shall have the meaning set forth in Section 1.

"Third Party Custodial Account" means the account created and maintained with your Third Party Custodian.

"Third Party Custodian" means a dedicated, segregated third-party account with a regulated custodian for the storage of your Digital Assets.

"we" or "us" shall have the meaning set forth in Section 1.

4. TM Client Account

In order to engage in any trades from a Third Party Custodian via the Services on the Exchange, you must first create a TM Client Account. You must provide any information requested when creating a TM Client Account or when prompted by any screen displayed within the Services. You represent and warrant that any information you provide via the Services is accurate and complete. To interact with the Exchange, you will be required to sign in using True Markets or Apple.

You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity 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. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud-prevention or financial-crime agencies and that these agencies may respond to our inquiries in full.

When you create a TM Client Account, you agree to: (a) use True Markets or Apple for login purposes; (b) provide accurate and truthful information; (c) maintain and promptly update your TM Client Account information; (d) maintain the security of your TM Client Account by restricting access to it; (e) promptly notify us if you discover or suspect any security breach related to your TM Client Account; and (f) take responsibility for all activities that occur under your TM Client Account and accept all risks of any authorized or unauthorized access to it, to the maximum extent permitted by law. TM may, in its sole discretion, limit the number of TM Client Accounts that you may hold, maintain, or acquire on our Services.

You agree and acknowledge that you are solely responsible for securing access to the account managed by your login provider.

If you lose access to your TM Client Account and cannot recover it yourself, you may contact TM customer support to see if it can assist in recovery, but you agree and acknowledge that: (1) TM does not guarantee that it can recover any lost access to your TM Client Account; and (2) any change in or loss of Digital Assets and/or fiat in your Third Party Custodial Account related to the loss of your credentials or access to your account, or to unauthorized access to your account, is your sole responsibility, and TM is not liable for such change or loss.

5. Account Creation

TM, in its sole discretion, may refuse to open a TM Client Account, or suspend or terminate the trading of any Digital Assets from your Third Party Custodial Account.

In order to complete an offer, bid, order, trade or transaction via the Services, you must first load Digital Assets to your Third Party Custodial Account. You may be charged fees by the External Provider you use to transmit Digital Assets or fiat to or from your Third Party Custodial Account. TM is not responsible for any External Provider fees or for the management and security of any External Provider account. You are solely responsible for your use of any External Provider, and you agree to comply with all terms and conditions applicable to any External Provider. The timing associated with a load transaction will depend in part upon the performance of third parties responsible for maintaining the applicable External Provider, and TM makes no guarantee regarding the amount of time it may take to load Digital Assets into your Third Party Custodial Account.

In some cases, the External Provider may reject your Digital Assets or may otherwise be unavailable to receive your Digital Assets. You agree that you will not hold TM liable for any damages resulting from such rejected transactions.

Before you are permitted to transact on the Exchange, you must complete TM's KYC/AML onboarding diligence processes.

6. Orders and Trades

To place an order on the Exchange, you must first authenticate yourself to the Exchange by logging into your TM Client Account. You then place the order via the Services on the Exchange. The Digital Assets in your Third Party Custodial Account remain in your Third Party Custodial Account and are not placed with TM in order to place an order, match a transaction, or settle an order. TM does not take custody of your Digital Assets or fiat.

When you submit a new order via the Services, you authorize TM to execute a transaction in accordance with such order on a spot basis and to charge you any applicable Fees as set forth in our current Fee Schedule.

You acknowledge and agree that: (a) TM is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity; (b) no communication or information provided to you by TM shall be considered or construed as investment, tax, or any other form of advice; (c) any information provided by TM to you is given strictly for educational purposes and is designed to provide information about prices, ranges and volatility of Digital Assets; and (d) TM does not market, promote or offer any product to you or any third party through its Services.

If you select a market trade, TM will attempt, on a commercially reasonable basis, to execute the trade on or close to the prevailing market exchange rate on the Exchange via the Services. You acknowledge and agree that the exchange-rate information made available via our Services may differ from prevailing exchange rates made available via other sources outside of the Services.

All prices on the Exchange reflect the price applicable to the purchase or sale of Digital Assets in your order. All Digital Asset sales and purchases on the Exchange are subject to availability. We reserve the right to cancel or discontinue any sale or purchase of any Digital Assets with or without notice.

Once the Exchange's matching engine executes your order, the matched transaction will be recorded on the Exchange's internal ledger, and a confirmation will be electronically made available to you via the Services detailing the particulars of the trade. You acknowledge and agree that the failure of the Services to provide such confirmation shall not prejudice or invalidate the terms of such trade.

All sales and purchases of Digital Assets via the Services are final. We do not accept any returns or provide refunds for your purchase of Digital Assets.

7. User Notice of Withdrawals from Third Party Custodial Account

You may activate a withdrawal from your Third Party Custodial Account by logging onto the Exchange and sending TM a notice indicating the amount of Digital Assets that you intend to withdraw from your Third Party Custodial Account. After TM reviews your unmatched and matched-but-unsettled order amounts on the Exchange, if your Third Party Custodial Account holds sufficient Digital Assets to cover the notified withdrawal amount, TM will send instructions to the Third Party Custodian to verify the withdrawal amount. All transfers, withdrawals or similar movements of Digital Assets and/or fiat (including the timing thereof) will be in the control of, and effected by, such Third Party Custodian.

Notwithstanding the preceding clauses or any other provision within these Terms, TM reserves the right to take action in the event of identified illicit activity associated with your TM Client Account. Additionally, TM may take action when it deems an activity to be beyond its acceptable risk-tolerance level. Depending upon the illicit activity involved, TM's actions in response may include, among other things, not permitting the user to place new orders on the Exchange, suspending or cancelling the user's TM Client Account, a report to relevant authorities, and/or not responding to a user's notification of withdrawal, which would result, among other things, in the user's Digital Assets being locked in its Third Party Custodial Account by the Third Party Custodian.

8. Incentive Programs

Any incentive or promotional program(s) (including but not limited to any reward or referral programs) that may be launched or offered by us from time to time shall be governed by these Terms and any additional terms and conditions attached in an addendum to these Terms.

9. General Obligations

We may, at any time and in our sole discretion, refuse any trade, purchase or sale order submitted via the Services, impose limits on the trade, purchase, sale, or transfer permitted via the Services, or impose any other conditions or restrictions upon your use of the Services for buying, selling, or trading Digital Assets without prior notice. For example, we may limit the number of open bids, offers, or orders that you may establish via the Services, or we may restrict trades from certain locations.

We are subject to various legal and regulatory obligations imposed by the laws and supervisory authorities of various jurisdictions — e.g., anti-money-laundering laws, financial-services laws, corporation laws, privacy laws and tax laws. These obligations may require us to process certain personal data for identity verification, payment processing, compliance with court orders, tax laws or other purposes not disclosed herein. Please refer to our Privacy Policy for information we may collect about you and how we may use it. These obligations may arise at various times, including, but not limited to, client onboarding, order placement and settlement, and systemic checks for risk management. We reserve the right to lock, disable and/or close TM Client Accounts as deemed necessary by us in order to comply with any such legal and regulatory obligations now existing or hereinafter imposed.

We may, at our sole discretion, reverse an order or transaction under certain extraordinary conditions. Our customers do not have a right to a reversal of an order or transaction.

In the event of an error, whether via our Services, in a purchase-order confirmation, in processing your purchase, in the Net Settlement or any other transaction, we reserve the right, and you authorize TM, to correct such error, including by revising the transaction (including charging the correct price), cancelling the transaction, or taking any other action to resolve the error.

If you have an insufficient amount of Digital Assets in your Third Party Custodial Account to complete a transaction via the Services, we may reject the initial order, cancel the entire transaction, or fulfill a partial transaction using the amount of Digital Assets currently available in your Third Party Custodial Account, less any Fees owed to TM in connection with our execution of the order.

It is your responsibility to determine what, if any, taxes apply to the trades or transactions you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that TM is not responsible for determining whether taxes apply to your trades or for collecting, reporting, withholding or remitting any taxes arising from any trades or transactions. If required by applicable law, TM may report tax to the relevant taxing authority.

10. Risk Disclosure

The risk of loss in trading Digital Asset pairs can be substantial. You should therefore carefully consider whether such trading is suitable for you in light of your circumstances and financial resources, and you should know the following points:

- You may sustain a total loss of the Digital Assets in your Third Party Custodial Account.
- Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, when the market reaches a daily price-fluctuation limit or there is insufficient liquidity in the market.
- Placing contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders.
- All Digital Asset positions involve risk, and a “spread” position may not be less risky than an outright “long” or “short” position.

ALL THE POINTS NOTED ABOVE APPLY TO ALL DIGITAL ASSET PAIR TRADING. THIS BRIEF STATEMENT CANNOT DISCLOSE ALL THE RISKS ASSOCIATED WITH THESE TRADES.

You agree that there may be operational issues, human error, malicious conduct (such as fraud or cyber-attack) and other risks associated with the transmission of Digital Assets, which may delay, prevent, misdirect, or otherwise frustrate your ability to withdraw your Digital Assets, or impact the Services or the Site.

You agree that your Digital Assets are not deposited in your TM Client Account or with True Markets, and that TM is not responsible for any actions by you or third parties that delay, prevent, misdirect, or otherwise frustrate the deposit, withdrawal, or transfer of Digital Assets from your Third Party Custodial Account, or for any losses or fees resulting therefrom. You further agree that TM is not obligated to assist or support you in any fashion with any unsuccessful transmission of Digital Assets.

We do not own or control the underlying software protocols of Digital Asset networks that govern the operation of Digital Assets. In general, the underlying protocols are open source, and anyone can use, copy, modify or distribute them. We are not responsible for the operation of the underlying network protocols, and we make no guarantees regarding their security, functionality or availability.

The Services user interface may display incorrect information or information that differs from our internal books and records. In the event of any conflict, the contents of our internal books and records shall prevail.

You acknowledge and agree that you shall access and use the Services at your own risk, including but not limited to the risks described in this Section 10 and the remainder of these Terms.

TRUE MARKETS IS NOT A BANK OR OTHER DEPOSITORY INSTITUTION. YOUR TM CLIENT ACCOUNT IS NOT A DEPOSIT ACCOUNT OR A BANK ACCOUNT. NEITHER YOUR TM CLIENT ACCOUNT NOR YOUR DIGITAL ASSETS ARE COVERED BY INSURANCE AGAINST LOSSES OR BY THE PROTECTIONS OF ANY COMPARABLE ORGANIZATION ANYWHERE IN THE WORLD.

11. Fees

You agree to pay TM the fees for all Bona Fide Matched Transactions completed via our Services (“Fees”) as made available via the Fee Schedule, which we may change from time to time. Changes to the Fee Schedule are effective as of the effective date indicated in the posting of the revised Fee Schedule to the Services and will apply prospectively to any Digital Asset trades or transactions that take place following the effective date of such revised Fee Schedule.

In addition to the Fees, your External Provider may impose fees. Any fees imposed by your External Provider will not be reflected on the transaction screens or in notices to you containing information regarding applicable Fees imposed by TM. You are solely responsible for paying any fees imposed by an External Provider.

You authorize TM to deduct any applicable Fees owed in connection with trades, transactions, and actions you complete via the Services, which will be reflected in each Net Settlement.

12. Account Security

You agree to notify us immediately of any unauthorized access to or use of your TM Client Account credentials or any other breach of security. You also agree to ensure that you exit from your TM Client Account at the end of each session. You should use particular caution when accessing your account from a public or shared computer or device so that others are not able to view or record your credentials or other personal information.

We have the right to disable any TM Client Account credential or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

13. Acceptable Use

You may use the Site, your TM Client Account, your Third Party Custodial Account, and Services only for lawful purposes and in accordance with these Terms. You agree not to use the Site, your TM Client Account, Third Party Custodial Account, and Services:

- In any way that violates any applicable federal, state, local, or international law or regulation.

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate TM, a True Markets employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm True Markets or users of the Services, or expose them to liability.

Additionally, you agree not to:

- Use the Site, Services, your Third Party Custodial Account or TM Client Account, or the accounts of others, in any manner that could disable, overburden, damage, or impair them or interfere with any other party’s use of the Services.
- Use any robot, spider, or other automatic device, process, or means to access the Services or the accounts of others for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site, Services, or any account.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, Services, or the accounts of others, including the servers and databases utilized by such parties.
- Attack the Site, Services, or any account via a denial-of-service attack, a distributed denial-of-service attack, or any other similar type of attack.

14. Feedback

True Markets welcomes suggestions, comments, and other feedback on the Services (“Feedback”) from all of its customers. If you provide TM with Feedback, you agree that: (i) TM is not subject to any confidentiality obligations with respect to the Feedback; (ii) the Feedback is not confidential or proprietary information belonging to you or any third party and you have all of the necessary rights to disclose the Feedback to TM; (iii) TM may freely use the Feedback without any restrictions; and (iv) you are not entitled to receive any compensation or reimbursement of any kind for the Feedback.

15. Intellectual Property Rights

The Site and Services and their entire contents, features, and functionality, and the technology underlying them (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by True Markets, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade-secret, and other intellectual-property or proprietary-rights laws.

These Terms permit you to use our Site and Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Services. You must not access or use for any commercial purposes any part of the Services we provide.

If you copy, modify, download, or otherwise use, or provide any other person with access to, any part of the Site or the technology underlying the Services in breach of these Terms, your right to use the Site, your TM Client Account, Third Party Custodial Account or Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Site, the technology underlying the Services, or any content on the Site, the Exchange, or the Services is transferred to you, and all rights not expressly granted are reserved by True Markets. Any use of the Site and/or Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

16. Trademarks

The True Markets name, the TM logo, and all related names, logos, product and service names, designs, and slogans are trademarks of True Markets or its affiliates or licensors. You must not use such marks without the prior written permission of True Markets.

17. Reliance on Information Posted

The information presented on or through the Site and Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

The Site may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by True Markets, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of True Markets. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third party.

18. Third-Party Links

If the Site or Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked through the Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

19. Electronic Disclosure and Consent to Electronic Communications

You agree to receive electronically all communications, agreements, documents, receipts, notices, tax forms and disclosures (collectively, “Communications”) that True Markets provides in connection with your TM Client Account and/or use of the Services.

Hardware and software requirements. To access and retain Communications electronically, you will need a current web browser that supports current encryption standards, a valid email address, a device capable of receiving and displaying PDF documents, and sufficient storage to retain Communications or a printer to print them.

Right to paper copies. You may request a paper copy of any Communication by contacting TM customer support. TM may charge a reasonable fee for paper copies to the extent permitted by applicable law.

Withdrawing consent. You may withdraw your consent to receive Communications electronically at any time by contacting TM customer support. If you withdraw consent, TM may suspend or terminate your access to the Services. Any withdrawal of consent will be effective only after TM has had a reasonable period of time to process it.

It is your responsibility to keep your email address, mobile phone number, and street address on file with True Markets up to date so that True Markets can communicate with you electronically. You understand and agree that if True Markets sends you an electronic Communication but you do not receive it because your email address or mobile phone number on file is incorrect or out of date, our ability to contact you is blocked by your service provider, or you are otherwise unable to receive electronic Communications, TM will be deemed to have provided the Communication to you whether or not you actually received it. If you use a spam filter that blocks or re-routes emails from senders not listed in your address book, you must add True Markets to your address book so that you will be able to receive the Communications we send to you.

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to TM or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Policy for how we treat your data.

20. Privacy

Your use of the Site and Services is also governed by our Privacy Policy, available at https://truemarkets.co/privacy-policy, which is incorporated into these Terms by reference. The Privacy Policy describes how we collect, use, and disclose information about you. By using the Site and Services, you consent to the collection, use, and disclosure of your information as described in the Privacy Policy.

21. Disclaimer of Warranties

THE SITE, THE SERVICES, AND ALL CONTENT AND MATERIALS MADE AVAILABLE THROUGH THEM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. TO THE FULLEST EXTENT PERMITTED BY LAW, TRUE MARKETS, ITS AFFILIATES, AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Without limiting the foregoing, True Markets does not warrant that the Site or Services will be uninterrupted, timely, secure, or error-free; that defects will be corrected; that the Site or Services are free of viruses or other harmful components; or that the results obtained from use of the Site or Services will be accurate or reliable. No advice or information, whether oral or written, obtained from True Markets or through the Services will create any warranty not expressly stated in these Terms.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you. To the extent any warranty cannot be excluded under applicable law, it is limited to the minimum scope and duration permitted by that law.

22. Limitation on Liability

To the fullest extent provided by law, in no event will True Markets, its affiliates, or its licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use of, or inability to use, the Site, your Third Party Custodial Account, or Services, or any websites linked to the Site or Services, any content on the Site and Services, or such other websites or applications, including any direct, indirect, special, incidental, consequential, or punitive damages, including those arising from the loss of data or a data breach, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, and loss of goodwill, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

The limitation of liability set out above does not apply to liability resulting from death or bodily injury resulting from our negligence or fraud related to Services you use through the Site.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

If we are held liable due to a breach of our obligations under these Terms, an unlawful act or otherwise, our liability shall be limited to the maximum of the Fees paid by you to us during the three (3) month period preceding the event causing such liability.

23. Indemnification

You agree to defend, indemnify, and hold harmless True Markets, its affiliates, licensors, and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Site, your Third Party Custodial Account, and Services, other than as expressly authorized in these Terms, or your use of any information obtained from the Site or Services.

24. Governing Law and Venue

All matters relating to the Site and Services, and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict-of-law provision or rule. Subject to the arbitration provisions in Section 25, you waive any and all objections to the exercise of jurisdiction over you by the state and federal courts located in Delaware and to venue in such courts.

25. Dispute Resolution; Binding Arbitration; Class-Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES YOU TO RESOLVE DISPUTES WITH TRUE MARKETS THROUGH FINAL AND BINDING INDIVIDUAL ARBITRATION AND LIMITS THE WAY YOU CAN SEEK RELIEF. IT AFFECTS YOUR LEGAL RIGHTS.

Agreement to arbitrate. You and True Markets agree that any dispute, claim, or controversy arising out of or relating to these Terms, the Site, or the Services (a "Dispute") that cannot be resolved informally will be resolved exclusively through final and binding arbitration, rather than in court, except as otherwise provided in this Section.

Informal resolution first. Before initiating arbitration, you and True Markets agree to attempt to resolve any Dispute informally for at least sixty (60) days after written notice of the Dispute is provided. Notice to True Markets must be sent to compliance@truemarkets.co.

Arbitration rules and forum. The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules then in effect, except as modified by these Terms. The arbitration will be conducted by a single arbitrator. The seat and, unless you and True Markets agree otherwise, the location of any in-person hearing will be in Delaware; you may alternatively elect a hearing by telephone or video, or a determination on documents only, to the extent permitted by the AAA Rules.

CLASS-ACTION WAIVER. YOU AND TRUE MARKETS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF MORE THAN ONE PERSON AND MAY NOT PRESIDE OVER ANY FORM OF A CLASS OR REPRESENTATIVE PROCEEDING.

Small-claims carve-out. Notwithstanding the foregoing, either party may bring an individual action in a small-claims court for Disputes within the scope of that court's jurisdiction, in lieu of arbitration.

Injunctive and intellectual-property relief. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of that party's intellectual-property or proprietary rights.

Right to opt out. You may opt out of this arbitration agreement (including the class-action waiver) by sending written notice of your decision to opt out to compliance@truemarkets.co within thirty (30) days after you first accept these Terms. Your notice must include your name, the email associated with your TM Client Account, and a clear statement that you wish to opt out of arbitration. If you opt out, neither you nor True Markets may require the other to participate in arbitration, and Section 24 (Governing Law and Venue) will govern any Dispute. Opting out of arbitration has no effect on any other provision of these Terms.

Severability of this Section. If the class-action waiver is found to be unenforceable as to a particular claim or request for relief, then that claim or request for relief (and only that claim or request for relief) will be severed and may be brought in court, while all other claims will proceed in arbitration. If any other portion of this Section is found unenforceable, the remainder of this Section will be given full force and effect.

Federal Arbitration Act. This Section evidences a transaction involving interstate commerce, and the Federal Arbitration Act governs its interpretation and enforcement.

26. Sanctions; Export Control; and Jurisdictional Restrictions

Unless authorized or exempt from regulation, the Services may not be used to deposit, withdraw, or conduct trades or transactions in Digital Assets, or to engage in any other service, by or with: (a) an entity or individual located, organized, or resident in a sanctioned or embargoed jurisdiction (these regions may vary by jurisdiction and include any jurisdiction subject to comprehensive sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC")); (b) an entity or individual on the OFAC Specially Designated Nationals and Blocked Persons ("SDN") List, the United Nations Security Council Consolidated List, or any other applicable regional or foreign government watchlist; or (c) an entity directly or indirectly owned or controlled by any person located, organized, or resident in a sanctioned jurisdiction or any person listed on the OFAC SDN

List, the United Nations Security Council Consolidated List, or any other applicable regional or foreign government watchlist.

True Markets may report (as appropriate) any deposit, withdrawal, trade, or transaction in your Third Party Custodial Account involving sanctioned jurisdictions or persons listed on the OFAC SDN List, the United Nations Security Council Consolidated List, or any other applicable regional or foreign government watchlist, or persons otherwise subject to sanctions. We reserve the right to lock, disable, and/or close accounts under review for sanctions-compliance violations.

For the avoidance of doubt, True Markets will not provide Services to any entity located, incorporated, or established in, or any individual located in or resident of, the jurisdictions described in Section 26(a) or (b) above, as well as any other jurisdiction that True Markets deems appropriate to bar based upon regulatory concerns.

By using our Site and Services, you represent and warrant that you are not located in an embargoed country or jurisdiction. You agree that True Markets software and Services will not be used, exported, re-exported, or transferred for any purpose prohibited by applicable laws or local export or import control laws and regulations.

27. Force Majeure Events

True Markets shall not be liable for (1) any inaccuracy, error, or delay in, or omission of, (i) any information, or (ii) the transmission or delivery of information; or (2) any loss or damage arising from any event beyond True Markets' reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government (including legislative or regulatory action), communications failure, power failure, or equipment or software malfunction, or any other cause beyond True Markets' reasonable control (each, a "Force Majeure Event").

28. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

29. Discontinuance of Services

True Markets may, in its sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

30. Termination and Survival

You may terminate these Terms at any time by ceasing all use of the Site and Services and closing your TM Client Account, if applicable. We may suspend or terminate your access to all or part of the Site and Services, and/or close, suspend, or limit your TM Client Account, at any time and in our sole discretion, with or without notice, including as described elsewhere in these Terms.

Upon termination, your right to access and use the Site and Services will immediately cease. Termination does not relieve you of any obligations that accrued before termination, including any Fees owed. Any movement of Digital Assets following termination remains subject to the control of, and is effected by, the Third Party Custodian as described in these Terms.

All provisions of these Terms that by their nature should survive termination will survive, including, without limitation, the Definitions, Fees, Intellectual Property Rights, Disclaimer of Warranties, Limitation on Liability, Indemnification, Governing Law and Venue, the arbitration and class-action-waiver provisions, Limitation on Time to File Claims, and these miscellaneous provisions.

31. Assignment

You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

32. No Waivers

The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of True Markets.

33. Entire Agreement

These Terms constitute the entire and exclusive agreement and understanding between True Markets and you regarding the Services, and supersede and replace any and all prior oral or written understandings or agreements between you and True Markets regarding the Services.

34. Severability

If any provision of these Terms is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

35. Additional Terms for the iOS Application (Apple App Store)

The following additional terms apply when you access or use the App obtained through the Apple App Store. In the event of any conflict between these additional terms and the rest of these Terms, these additional terms apply solely with respect to your use of the App.

Acknowledgment. These Terms are concluded between you and True Markets only, and not with Apple Inc. (“Apple”). True Markets, not Apple, is solely responsible for the App and its content.

Scope of license. The license granted to you for the App is a limited, non-transferable license to use the App on any Apple-branded products that you own or control, for your personal, non-commercial use, as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that the App may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing where applicable.

Maintenance and support. True Markets is solely responsible for providing any maintenance and support services for the App, as specified in these Terms or as required by applicable law. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App.

Warranty. True Markets is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. If the App fails to conform to any applicable warranty, you may notify Apple; any refund of the purchase price (if any) for the App is a matter between you and Apple and is governed by Apple's applicable policies, and True Markets makes no representation as to whether or how Apple will provide such a refund. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of True Markets.

Product claims. True Markets, not Apple, is responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including: (i) product-liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer-protection, privacy, or similar legislation.

Intellectual property. In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual-property rights, True Markets, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such claim.

Legal compliance. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist-supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Third-party beneficiary. You acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of these Terms as they relate to your use of the App, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.