

EMCD

P2P User Transaction Policy

Please read the Policy carefully as they govern your use of P2P exchange of cryptocurrency. As with any asset, the values of digital assets may fluctuate significantly and there is a substantial risk of economic losses when purchasing, selling, holding or investing in digital currencies. By making use of EMCD Struct Ltd. or the Platform (as defined below) services, you acknowledge and agree that: (1) you are aware of the risks associated with transactions of digital assets; (2) you shall assume all risks related to the use of EMCD Struct Ltd. services and transactions of digital currencies; (3) EMCD Struct Ltd. shall not be liable for any such risks or adverse outcomes; and (4) you should obtain independent legal and/or financial advice before entering into any transaction and/or using EMCD Struct Ltd. or its partners' services; (5) EMCD Struct Ltd. is not a party of p2p transactions between You and other users; (6) EMCD Struct Ltd. is only a platform for making p2p transactions; (7) EMCD Struct Ltd. engages third parties to maintain the functioning of the p2p exchange platform.

You confirm your agreement with this Policy at the moment when you start using the p2p exchange service.

By accessing, using or attempting to use p2p services on the Platform in any capacity, you acknowledge that you accept and agree to be bound by these Policy.

1. General Provisions

1.1 Eligibility.

- (a) By registering to use a EMCD Account, you represent and warrant that (1) as an individual, you are at least 18 or are of legal age to form a binding contract under applicable laws at the date of registration; (2) as an individual, legal person, or other organization, you have full legal capacity and sufficient authorizations; (3) you have not been previously suspended or removed from using EMCD Services; (4) you are neither a United States user, a Malaysia user, a Singapore-based user, or an Canada-based user (or residing in any of the foregoing territories); nor are you acting on behalf of a United States user, a Malaysia user, a Singapore-based user, or a Canada-based user (or any residents in any of the foregoing territories).
- (b) Please note that some products and services may not be available in certain jurisdictions or regions or to certain users. EMCD Struct Ltd. reserves the right to change, modify or impose additional restrictions at its discretion at any time.

1.2 Account Usage Requirements.

EMCD Struct Ltd. will suspend, freeze or cancel the use of EMCD Accounts by persons other than account registrant. If you suspect or become aware of any unauthorized use of your username and password, you should notify EMCD Struct Ltd. immediately. EMCD Struct Ltd. assumes no liability for any loss or damage arising from the use of EMCD Account by you or any third party with or without your authorization.

1.3 Account Security.

- (a) EMCD Struct Ltd. has been committed to maintaining the security of User entrusted funds, and has implemented industry standard protection for EMCD Services. However, the actions of individual Users may pose risks. You shall agree to treat your access credentials (such as username and password) as confidential information, and not to disclose such information to any third party. You also agree to be solely responsible for taking the necessary security measures to protect your EMCD Account and personal information.

- (b) You should be solely responsible for keeping your EMCD Account and password safe, and be responsible for all the transactions under your EMCD Account. EMCD Struct Ltd. assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account credentials, including but not limited to information disclosure, information release, consent or submission of various rules and agreements by clicking on the website, online agreement renewal, etc.
- (c) By using an EMCD Account, you hereby agree that:
 - (i) you will notify EMCD Struct Ltd. immediately if you are aware of any unauthorized use of your EMCD Account and password or any other violation of security rules;
 - (ii) you will strictly abide by all mechanisms or procedures of EMCD Struct Ltd. regarding security, authentication, trading and withdrawal; and
 - (iii) you will take appropriate steps to logout from EMCD Struct Ltd. at the end of each visit.

2. Trading Instructions:

2.1 General trading Instructions.

- 2.1.1 You should never engage in any form of cryptocurrency trading that is facilitated by a third-party channel, such as social media, chat messaging apps, or face-to-face trading. The Platform shall not be and cannot be responsible for any loss of or damages to assets through transactions that are performed or initiated outside of the Platform by the Users. The Platform sets the rules for the transaction between Seller and Buyer, solely to support the user experience on the Platform. The Platform is not part of any P2P transactions.
- 2.1.2 Users can create offers to buy or sell cryptocurrencies.
- 2.1.3 When creating an order, the user (the Maker) should select the direction of the transaction and the currency they want to sell or buy.
- 2.1.4 The Maker can choose a payment method and a bank from a list of banks available in the system.
- 2.1.5 The Maker can set an operation limit for the transaction.
- 2.1.6 The Maker should provide transaction details, which will be displayed to the user who has chosen the order (the Taker) only after the transaction is confirmed.
- 2.1.7 When the Taker accepts the order, a transaction is created, and the Platform checks the balance to ensure that the Taker has enough funds for the transaction.
- 2.1.8 The Platform displays the course (reference information) to the Taker before confirming the transaction.
- 2.1.9 After confirming the transaction, the Platform displays the Taker details to the Maker ('Visibility' details).
- 2.1.10 The Platform provides a chat function to enable communication between the Maker and Taker.
- 2.1.11 The Platform updates the transaction statuses and saves the transaction history.
- 2.1.12 The Maker and Taker should approve the transaction to ensure that it is complete.
- 2.1.13 Both trading parties should bear the additional transaction costs involved in fiat transfers, for example, transaction fees required by the payment service provider, unless either party has explicitly agreed to pay for the additional transaction costs before the establishment of trade. Thus, the sending amount should be inclusive of the transaction costs. The Seller should always receive the full amount, and the Buyer is always responsible for fiat transaction fees required by the payment service provider.

2.1.14 Once an order has been selected, it must be confirmed within 10 minutes by the person who placed the order.

2.2 **Buyer's Instructions:**

2.2.1 You must choose a payment method supported by the Seller and transfer the amount as shown on the order page within 30 minutes. Make sure to tap on/click the "Transferred, notify seller" button after making the payment.

2.2.2 Do not click the "Transferred, notify seller" button before the payment is made or completed. If you tap on/click the "Transferred, notify seller" button when the payment is not yet made or completed, your Account may be suspended.

2.2.3 When payment is made in fiat currency to the Seller, it is advisable that no terms related to digital assets (BTC, USDT, cryptocurrency, EMCD purchase, etc.) are included in the transaction's remarks field to avoid potential processing delays and chargebacks.

2.2.4 If you have not made a payment within 30 minutes, the transaction is automatically cancelled.

2.2.5 In case of any violations of the "Buyer's Instructions," the Platform may, in accordance with this Policy, the Terms, or relevant laws and regulations, or in its sole discretion, take measures as it considers fit, including but not limited to freezing the violator's Account or disabling any account functions on the Platform.

2.2.6 When placing an ad, the buyers' instructions in the Terms of Trade must not contradict the rules of this User Transaction Policy (price, fees, remarks, etc.).

2.3 **Seller's Instructions:**

2.3.1 After selecting an order, the amount specified in the transaction in cryptocurrencies will be blocked. After confirming receipt of the Buyer's full payment, the Seller must verify and confirm receipt of funds within 2 hours. Blocked crypto assets will be transferred to the Buyer in any case.

2.3.2 Unless otherwise specified by the Platform, no one is supposed to ask Customer Support agents to cancel the order without the Buyer's consent.

2.3.3 Pricings for established orders between the Seller and the Buyer are deemed final and non-negotiable.

2.3.4 If you have uncompleted orders or disputes with the Buyer, please make sure to stay contactable at all times via the mobile phone number or email that you registered on the Platform.

2.3.5 If, after confirmation of full payment by the Buyer, you still have not received the funds, and you are sure that you comply with the rules of the Platform and have completed all the procedures provided for by it, you can file an appeal. In this case, the transfer of frozen digital assets to the Buyer will be delayed until the dispute is resolved.

The Platform may assist with the complaint based on the appeal-handling rules if requested by the User. However, the Platform is not a party to a P2P transaction. Therefore, the Platform is not obliged to intervene in any disputes between Users engaging in P2P transactions. Please note that the Platform hereby reserve the right of any final interpretations and judgments for the sanctioning of appeal cases. Reopening of appeals will be determined at the sole discretion of the Platform on a case-by-case basis.

2.3.6 When placing an ad, the Sellers' instructions must not contradict the rules of this User Transaction Policy (price, fees, remarks, etc.).

2.3.7 In case of any violations of the stated “Seller’s Instructions”, the Platform may, in accordance with this Policy, the Terms, or relevant laws and regulations, or in its own discretion, take measures as it considers fit, including but not limited to freezing the violator’s Account or disabling any account functions on the Platform.

3. Commission:

3.1 The Platform charges a commission of 0.5% on all transactions. The commission is calculated based on the total transaction value and is deducted from the seller in the cryptocurrency in which the order was placed. The commission is held by the platform and used to cover the costs of operating the platform, such as server maintenance, development, and customer support.

3.2 The commission is applied to all transactions on the Platform, and cannot be waived or reduced. The Platform reserves the right to modify the commission rate at any time, and users will be notified of any changes in advance.

3.3 In the event that a transaction is cancelled or reversed, the commission will be refunded to the seller in the same cryptocurrency in which it was originally deducted. The Platform may also refund the commission in cases of technical issues or errors, or in other exceptional circumstances.

3.4 Users are responsible for ensuring that they have sufficient funds in the cryptocurrency in which the order was placed to cover the commission. If the seller does not have sufficient funds to cover the commission, the transaction will not be processed, and the order will be cancelled.

3.5 By using the platform, users agree to the commission and the rules for holding it. Any attempts to circumvent or avoid the commission may result in the suspension or termination of the user's account, and may also be subject to legal action.

4. Risk Warning and Disclaimer:

(a) You must fully understand the risks associated with P2P transactions, including but not limited to the risk of fluctuations in the value of digital assets, the credibility risks concerning the counterparties under P2P transactions, and the compliance risks of fiat currency transactions.

(b) You must have sufficient investment knowledge and experience and the ability to bear the risks associated with P2P transactions, as well as agree to independently bear all the risks arising from the engagement in P2P transactions.

(c) You should not indicate any personal information (i.e., phone number, social networks, messengers, etc.) neither in the trading conditions nor in auto-replies or the order chat for their safety.

(d) You must not utilize multiple accounts to trade on the P2P Platform. In case such accounts are detected, we have the right to block all linked user accounts from trading.

(e) Before a P2P transaction, you must have read and understood all contents of this Policy, other terms and relevant EMCD Struct Ltd. rules.

(f) The Platform is not a party to any P2P transaction. Therefore, any disputes between Users engaging in P2P transactions have nothing to do with the Platform. The Platform has neither the rights nor the obligations to resolve any disputes arising therefrom. It is not obliged to assume any financial or non-financial obligations or responsibilities to any party (including but not limited to indemnities).

(g) You agree and authorize the Platform to take all reasonable actions (including but not limited to canceling transactions or disabling account features under certain circumstances) in

accordance with this Policy, other terms and relevant EMCD Struct Ltd. rules to safeguard your, the platform's and other Users' legitimate rights.

- (h) Please note that the P2P payment methods are displayed as options of fiat transactions between Users. EMCD Struct Ltd. does not establish any form of business relationship with the payment method listed on the Platform.