

Blue Whale Finance Terms & Conditions

These Blue Whale Finance Terms of Use is entered into between you (hereinafter referred to as “you” or “your”) and Blue Whale Finance operators (as defined below). By accessing, downloading, using or clicking on “I agree” to accept any Blue Whale Finance Services (as defined below) provided by Blue Whale Finance (as defined below), you agree that you have read, understood and accepted all of the terms and conditions stipulated in these Terms of Use (hereinafter referred to as “these Terms”) as well as our Privacy Policy at www.BlueWhaleFinance.io and our App. In addition, when using some features of the Services, you may be subject to specific additional terms and conditions applicable to those features.

Please read the terms carefully as they govern your use of Blue Whale Finance Services. THESE TERMS CONTAIN IMPORTANT PROVISIONS INCLUDING AN ARBITRATION PROVISION THAT REQUIRES ALL CLAIMS TO BE RESOLVED BY WAY OF LEGALLY BINDING ARBITRATION. The terms of the arbitration provision are set forth in Article 10, “Resolving Disputes: Forum, Arbitration, Class Action Waiver”, hereunder. As with any asset, the values of Digital Currencies (as defined below) may fluctuate significantly and there is a substantial risk of economic losses when purchasing, selling, holding or investing in Digital Currencies and their derivatives. BY MAKING USE OF BLUE WHALE FINANCE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: (1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF DIGITAL CURRENCIES AND THEIR DERIVATIVES; (2) YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF BLUE WHALE FINANCE SERVICES AND TRANSACTIONS OF DIGITAL CURRENCIES AND THEIR DERIVATIVES; AND (3) BLUE WHALE FINANCE SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.

By accessing, using or attempting to use Blue Whale Finance Services in any capacity, you acknowledge that you accept and agree to be bound by these Terms. If you do not agree, do not access Blue Whale Finance or utilize Blue Whale Finance services.

I. Definitions

1. Blue Whale Finance refers to an ecosystem comprising Blue Whale Finance websites (whose domain names include but are not limited to <https://www.BlueWhaleFinance.io>), mobile applications, clients, applets and other applications that are developed to offer Blue Whale Finance Services, and includes independently-operated platforms, websites and clients within the ecosystem (e.g. Blue Whale Finance’s Open Platform, Blue Whale Finance MoneyEX, Blue Whale Finance Labs, Blue Whale Finance Charity, Blue Whale Finance DEX, Crypto Wallet, and fiat gateways). In case of any inconsistency between the relevant terms of use of the above platforms and the contents of these Terms, the respective applicable terms of such platforms shall prevail.

2. Blue Whale Finance Accounts refer to the foundational virtual accounts, including main accounts and subaccounts, which Blue Whale Finance opens for Users to record on Blue Whale Finance their usage of Blue Whale Finance Services, transactions, asset changes and basic information. Blue Whale Finance Accounts serve as the basis for Users to enjoy and exercise their rights on Blue Whale Finance.

3. Blue Whale Finance Fiat Account means the record of your fiat currencies’ balance (if any), which is enabled through an electronic money wallet (or similar account) service that is provided by a Fiat Partner.

4. Blue Whale Finance Operators refer to all parties that run Blue Whale Finance, including but not limited to legal persons, unincorporated organizations and teams that provide Blue Whale Finance Services and are responsible for such services. For convenience, unless otherwise stated, references to “Blue Whale Finance” and “we” in these Terms specifically mean Blue Whale Finance Operators. UNDER THESE TERMS, BLUE WHALE FINANCE OPERATORS MAY CHANGE AS BLUE WHALE FINANCE’S BUSINESS ADJUSTS, IN WHICH CASE, THE CHANGED OPERATORS SHALL PERFORM THEIR OBLIGATIONS UNDER THESE TERMS WITH YOU AND PROVIDE SERVICES TO YOU, AND SUCH CHANGE DOES NOT AFFECT YOUR RIGHTS AND INTERESTS UNDER THESE TERMS. ADDITIONALLY, THE SCOPE OF BLUE WHALE FINANCE OPERATORS MAY BE EXPANDED DUE TO THE PROVISION OF NEW BLUE WHALE FINANCE SERVICES, IN WHICH CASE, IF YOU CONTINUE TO USE BLUE WHALE FINANCE SERVICES, IT IS DEEMED THAT YOU HAVE AGREED TO JOINTLY EXECUTE THESE TERMS WITH THE NEWLY ADDED BLUE WHALE FINANCE OPERATORS. IN CASE OF A DISPUTE, YOU SHALL DETERMINE THE ENTITIES BY WHICH THESE TERMS ARE PERFORMED WITH YOU AND THE COUNTERPARTIES OF THE DISPUTE, DEPENDING ON THE SPECIFIC SERVICES YOU USE AND THE

PARTICULAR ACTIONS THAT AFFECT YOUR RIGHTS OR INTERESTS.

5. Blue Whale Finance Services refer to various services provided to you by Blue Whale Finance that are based on Internet and/or blockchain technologies and offered via Blue Whale Finance websites, mobile applications, clients and other forms (including new ones enabled by future technological development). Blue Whale Finance Services include but are not limited to such Blue Whale Finance ecosystem components as Digital Asset Trading Platforms, the financing sector, Blue Whale Finance MoneyEX, Blue Whale Finance Charity, Blue Whale Finance Info, Blue Whale Finance Launchpad, Blue Whale Finance Research, Blue Whale Chain,

6. Blue Whale Finance Platform Rules refer to all rules, interpretations, announcements, statements, letters of consent and other contents that have been and will be subsequently released by Blue Whale Finance, as well as all regulations, implementation rules, product process descriptions, and announcements published in the Help Center or within products or service processes.

7. Collateral Accounts refer to special accounts opened by Users on Blue Whale Finance to deposit and withdraw collateral (such as margins) in accordance with these Terms (including the Blue Whale Finance Contract Services Agreement and Blue Whale Finance Platform Rules), as required for contract transactions, leveraged trading and/or currency borrowing services.

9. Designated Stablecoin means each of USD Coin (USDC), Pax Dollar (USDP), TrueUSD (TUSD) and any other Digital Asset Blue Whale Finance may designate as such from time to time, provided that Blue Whale Finance may remove any Digital Asset from the scope of this definition at any time without prior notice.

10. Designated Stablecoin Conversion means, in respect of each Designated Stablecoin, the automatic conversion of that Designated Stablecoin into BUSD upon deposit or transfer into your Blue Whale Finance Account or the conversion of BUSD into that Designated Stablecoin in connection with a withdrawal request.

11. Digital Currencies refer to encrypted or digital tokens or cryptocurrencies with a certain value that are based on blockchain and cryptography technologies and are issued and managed in a decentralized form.

12. Digital Assets refer to Digital Currencies, their derivatives or other types of digitalized assets with a certain value.

13. Loan/Lending refers to Blue Whale Finance's lending of Digital Currencies to Users at an interest collected in certain ways (in the form of Digital Currencies), including but not limited to the leveraged trading and currency lending services currently offered, and other forms of loan/lending services to be launched by Blue Whale Finance.

14. Spot Trading means buying or selling supported Digital Assets and/or any supported fiat currency on the exchange for immediate settlement.

15. Users refer to all individuals, institutions or organizations that access, download or use Blue Whale Finance or Blue Whale Finance Services and who meet the criteria and conditions stipulated by Blue Whale Finance. If there exist other agreements for such entities as developers, distributors, market makers, and Digital Currencies exchanges, such agreements shall be followed.

II. General Provisions

1. About These Terms

a. Contractual Relationship

These Terms constitute a legal agreement and create a binding contract between you and Blue Whale Finance Operators.

b. Supplementary Terms

Due to the rapid development of Digital Currencies and Blue Whale Finance, these Terms between you and Blue Whale Finance Operators do not enumerate or cover all rights and obligations of each party, and do not guarantee full alignment with needs arising from future development. Therefore, THE PRIVACY POLICY () , BLUE WHALE FINANCE PLATFORM RULES, AND ALL OTHER AGREEMENTS ENTERED INTO SEPARATELY BETWEEN YOU AND BLUE WHALE FINANCE ARE DEEMED SUPPLEMENTARY TERMS THAT ARE AN INTEGRAL PART OF THESE TERMS AND SHALL HAVE THE SAME LEGAL EFFECT. YOUR USE OF BLUE WHALE FINANCE SERVICES IS DEEMED YOUR ACCEPTANCE OF THE ABOVE SUPPLEMENTARY TERMS.

c. Changes to These Terms

Blue Whale Finance reserves the right to change or modify these Terms in its discretion at any time. Blue Whale Finance will notify such changes by updating the terms on its website () and modifying the [Last revised] date displayed on this page. ANY AND ALL MODIFICATIONS OR CHANGES TO THESE TERMS WILL BECOME EFFECTIVE UPON PUBLICATION ON THE WEBSITE OR RELEASE TO USERS. THEREFORE, YOUR CONTINUED USE OF BLUE WHALE FINANCE SERVICES IS DEEMED YOUR ACCEPTANCE OF THE MODIFIED AGREEMENT AND RULES. IF YOU DO NOT AGREE TO ANY CHANGES TO THESE TERMS, YOU MUST STOP USING BLUE WHALE FINANCE SERVICES IMMEDIATELY. YOU ARE RECOMMENDED TO FREQUENTLY REVIEW THESE TERMS TO ENSURE YOUR UNDERSTANDING OF THE TERMS AND CONDITIONS THAT APPLY TO YOUR ACCESS TO AND USE OF BLUE WHALE FINANCE SERVICES.

d. Prohibition of Use

BY ACCESSING AND USING BLUE WHALE FINANCE SERVICES, YOU REPRESENT AND WARRANT THAT YOU HAVE NOT BEEN INCLUDED IN ANY TRADE EMBARGOES OR ECONOMIC SANCTIONS LIST (SUCH AS THE UNITED NATIONS SECURITY COUNCIL SANCTIONS LIST), THE LIST OF SPECIALLY DESIGNATED NATIONALS MAINTAINED BY OFAC (THE OFFICE OF FOREIGN ASSETS CONTROL OF THE U.S. DEPARTMENT OF THE TREASURY), OR THE DENIED PERSONS OR ENTITY LIST OF THE U.S. DEPARTMENT OF COMMERCE. BLUE WHALE FINANCE RESERVES THE RIGHT TO CHOOSE MARKETS AND JURISDICTIONS TO CONDUCT BUSINESS, AND MAY RESTRICT OR REFUSE, IN ITS DISCRETION, THE PROVISION OF BLUE WHALE FINANCE SERVICES IN CERTAIN COUNTRIES OR REGIONS.

2. About Blue Whale Finance

As an important part of the Blue Whale Finance Ecosystem, Blue Whale Finance mainly serves as a global online platform for Digital Assets trading, and provides Users with a trading platform, financing services, technical services and other Digital Assets-related services. As further detailed in Article 3 below, Users must register and open an account with Blue Whale Finance, and deposit Digital Assets into their account prior to trading. Users may, subject to the restrictions set forth in these Terms, apply for the withdrawal of Digital Assets.

Although Blue Whale Finance has been committed to maintaining the accuracy of the information provided through Blue Whale Finance Services, Blue Whale Finance cannot and does not guarantee its accuracy, applicability, reliability, integrity, performance or appropriateness, nor shall Blue Whale Finance be liable for any loss or damage that may be caused directly or indirectly by your use of these contents. The information about Blue Whale Finance Services may change without notice, and the main purpose of providing such information is to help Users make independent decisions. Blue Whale Finance does not provide investment or consulting advice of any kind, and is not responsible for the use or interpretation of information on Blue Whale Finance or any other communication medium. All Users of Blue Whale Finance Services must understand the risks involved in Digital Assets trading, and are recommended to exercise prudence and trade responsibly within their own capabilities.

3. Blue Whale Finance Account Registration and Requirements

a. Registration

All Users must apply for a Blue Whale Finance Account at (<https://BlueWhaleFinance.io>) before using Blue Whale Finance Services. When you register a Blue Whale Finance Account, you must provide the information identified in this paragraph 3 or otherwise as requested by Blue Whale Finance, and accept these Terms, the Privacy Policy, and other Blue Whale Finance Platform Rules. Blue Whale Finance may refuse, in its discretion, to open a Blue Whale Finance Account for you. You agree to provide complete and accurate information when opening a Blue Whale Finance Account, and agree to timely update any information you provide to Blue Whale Finance to maintain the integrity and accuracy of the information. Each User (including natural person, business or legal entity) may maintain only one main account at any given time. However, Users can open one or more subaccounts under the main account with the consent of Blue Whale Finance. For certain Blue Whale Finance Services, you may be required to set up a specific account independent from your Blue Whale Finance Account, based on the provisions of these Terms or the Supplementary Terms. The registration, use, protection and management of such trading accounts are equally governed by the provisions of this Section and Section VI, unless otherwise stated in these Terms or the Supplementary Terms.

b. Eligibility

By registering to use a Blue Whale Finance Account, you represent and warrant that: (i) as an individual, you are at least 18 or are of legal age to form a binding contract under applicable laws; (ii) as an individual, legal person, or other organization, you have full legal capacity and sufficient authorizations to enter into these Terms; (iii) you have not been previously suspended or removed from using the Blue Whale Finance Platform or the Blue Whale Finance Services; (iv) you do not have an existing Blue Whale Finance Account; (v) you are not resident, located in or otherwise attempting to access the Blue Whale Finance Platform or the Blue Whale Finance Services from, or otherwise acting on behalf of a person or legal entity that is resident or located in, a Restricted Location. For the purposes hereof, "Restricted Location" shall include the United States, Malaysia, Ontario (Canada), and such other locations as designated by Blue Whale Finance Operators from time to time as a "Restricted Location" for the purposes hereof; (vi) if you act as an employee or agent of a legal entity, and enter into these Terms on their behalf, you represent and warrant that you have all the necessary rights and authorizations to bind such legal entity and to access and use the Blue Whale Finance Platform and Blue Whale Finance Services on behalf of such legal entity; and (vii) your use of the Blue Whale Finance Platform and the Blue Whale Finance Services will not violate any and all laws and regulations applicable to you or the legal entity on whose behalf you are acting, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing.

Please note that there are legal requirements in various countries which may restrict the products and services that Blue Whale Finance Operators can lawfully provide. Accordingly, some products and services and certain functionality within the Blue Whale Finance Platform may not be available or may be restricted in certain jurisdictions or regions or to certain users. You shall be responsible for informing yourself about and observing any restrictions and/or requirements imposed with respect to the access to and use of the Blue Whale Finance Platform and the Blue Whale Finance Services in each country from which the Blue Whale Finance Platform and the Blue Whale Finance Services are accessed by you or on your behalf. Blue Whale Finance Operators reserve the right to change, modify or impose additional restrictions with respect to the access to and use of the Blue Whale Finance Platform and the Blue Whale Finance Services from time to time at their discretion at any time without prior notification.

c. User Identity Verification

Your registration of an account with Blue Whale Finance will be deemed your agreement to provide required personal information for identity verification. Such information will be used to verify Users' identity, identify traces of money laundering, terrorist financing, fraud and other financial crimes through Blue Whale Finance, or for other lawful purposes stated by Blue Whale Finance. We will collect, use and share such information in accordance with our Privacy Policy. In addition to providing such information, you agree to allow us to keep a record of that information during the period for which your account is active and within five (5) years after your account is closed, in compliance with global industry standards on data storage. You also authorize us to conduct necessary investigations directly or through a third party to verify your identity or protect you and/or us from financial crimes, such as fraud. The information we require to verify your identity may include, but is not limited to, your name, email address, contact information, phone number, username, government-issued ID, date of birth, and other information collected during account registration. When providing the required information, you confirm it is true and accurate. AFTER REGISTRATION, YOU MUST ENSURE THAT THE INFORMATION IS TRUE, COMPLETE, AND TIMELY UPDATED WHEN CHANGED. IF THERE ARE ANY GROUNDS FOR BELIEVING THAT ANY OF THE INFORMATION YOU PROVIDED IS INCORRECT, FALSE, OUTDATED OR INCOMPLETE, BLUE WHALE FINANCE RESERVES THE RIGHT TO SEND YOU A NOTICE TO DEMAND CORRECTION, DIRECTLY DELETE THE RELEVANT INFORMATION, AND, AS THE CASE MAY BE, TERMINATE ALL OR PART OF BLUE WHALE FINANCE SERVICES WE PROVIDE FOR YOU. IF WE ARE UNABLE TO REACH YOU WITH THE CONTACT INFORMATION YOU PROVIDED, YOU SHALL BE FULLY LIABLE FOR ANY LOSS OR EXPENSE CAUSED TO BLUE WHALE FINANCE DURING YOUR USE OF BLUE WHALE FINANCE SERVICES. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE THE OBLIGATION TO UPDATE ALL THE INFORMATION IF THERE IS ANY CHANGE. BY REGISTERING AN ACCOUNT, YOU HEREBY AUTHORIZE BLUE WHALE FINANCE TO CONDUCT INVESTIGATIONS THAT BLUE WHALE FINANCE CONSIDERS NECESSARY, EITHER DIRECTLY OR THROUGH A THIRD PARTY, TO VERIFY YOUR IDENTITY OR PROTECT YOU, OTHER USERS AND/OR BLUE WHALE FINANCE FROM FRAUD OR OTHER FINANCIAL CRIMES, AND TO TAKE NECESSARY ACTIONS BASED ON THE RESULTS OF SUCH INVESTIGATIONS. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED TO CREDIT BUREAUS AND AGENCIES FOR FRAUD PREVENTION OR FINANCIAL CRIME PREVENTION, WHICH MAY RESPOND TO OUR INVESTIGATIONS IN FULL.

d. Account Usage Requirements

The Blue Whale Finance Account can only be used by the account registrant. Blue Whale Finance reserves the right to suspend, freeze or cancel the use of Blue Whale Finance 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 Blue Whale Finance immediately. Blue Whale Finance assumes no liability for any loss or damage arising from the use of Blue Whale Finance Account by you or any third party with or without your authorization.

e. Account Security

Blue Whale Finance has been committed to maintaining the security of User entrusted funds, and has implemented industry standard protection for Blue Whale Finance 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 Blue Whale Finance Account and personal information.

You should be solely responsible for keeping safe of your Blue Whale Finance Account and password, and be responsible for all the transactions under your Blue Whale Finance Account. Blue Whale Finance 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.

By creating a Blue Whale Finance Account, you hereby agree that:

i you will notify Blue Whale Finance immediately if you are aware of any unauthorized use of your Blue Whale Finance Account and password or any other violation of security rules;

ii you will strictly abide by all mechanisms or procedures of Blue Whale Finance regarding security, authentication, trading, charging, and withdrawal; and

iii you will take appropriate steps to logout from Blue Whale Finance at the end of each visit.

III. Blue Whale Finance Services

Upon completion of the registration and identity verification for your Blue Whale Finance Account, you may use various Blue Whale Finance Services, including but not limited to, Spot Trading, Fiat Services, contract trading, leveraged trading, Blue Whale Finance Savings services, staking, acquiring market-related data, research and other information released by Blue Whale Finance, participating in User activities held by Blue Whale Finance, etc., in accordance with the provisions of these Terms (including Blue Whale Finance Platform Rules and other individual agreements). Blue Whale Finance has the right to:

- Provide, modify or terminate, in its discretion, any Blue Whale Finance Services; and

- Allow or prohibit some Users' use of any Blue Whale Finance Services in accordance with relevant Blue Whale Finance Platform Rules.

Blue Whale Finance has the exclusive authority to determine which Digital Assets are listed on the platform and may add or remove Digital Assets from the platform in its sole discretion, from time to time. Blue Whale Finance may also change the order size available for each Digital Asset. In respect of such additions, removals, or amendments, Blue Whale Finance may, but is not obliged to, notify Users in advance and Blue Whale Finance shall have no liability to Users in connection with such additions, removals or amendments.

1. Service Usage Guidelines

a. License

Provided that you constantly comply with the express terms and conditions stated in these Terms, Blue Whale Finance grants you a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to access and use Blue Whale Finance Services through your computer or Internet compatible devices for your personal/internal purposes. You are prohibited to use Blue Whale Finance Services for resale or commercial purposes, including transactions on behalf of other persons or entities. All the above actions are expressly prohibited and constitute a material violation of these Terms. The content layout, format, function and access rights regarding Blue Whale Finance Services should be stipulated in the discretion of Blue Whale Finance. Blue Whale Finance reserves all rights not expressly granted in these Terms. Therefore, you are hereby prohibited from using Blue Whale Finance Services in any way not expressly authorized by these Terms.

These Terms only grant a limited license to access and use Blue Whale Finance Services. Therefore, you hereby agree that when you use Blue Whale Finance Services, Blue Whale Finance does not transfer Blue Whale Finance Services or the ownership or intellectual property rights of any Blue Whale Finance intellectual property to you or anyone else. All the text, graphics, user interfaces, visual interface, photos, sounds, process flow diagrams, computer code (including html code), programs, software, products, information and documents, as well as the design, structure, selection, coordination, expression, look and feel, and layout of any content included in the services or provided through Blue Whale Finance Services, are exclusively owned, controlled and/or licensed by Blue Whale Finance Operators or its members, parent companies, licensors or affiliates.

Blue Whale Finance owns any feedback, suggestions, ideas, or other information or materials (hereinafter collectively referred to as "Feedback") about Blue Whale Finance or Blue Whale Finance Services that you provide through email, Blue Whale Finance Services, or other ways. You hereby transfer all rights, ownership and interests of the Feedback and all related intellectual property rights to Blue Whale Finance. You have no right and hereby waive any request for acknowledgment or compensation based on any Feedback, or any modifications based on any Feedback.

b. Restriction

When you use Blue Whale Finance Services, you agree and undertake to comply with the following provisions:

i During the use of Blue Whale Finance Services, all activities you carry out should comply with the requirements of applicable laws and regulations, these Terms, and various guidelines of Blue Whale Finance;

ii Your use of Blue Whale Finance Services should not violate public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using Blue Whale Finance Services;

iii You agree not to use the services for market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether prohibited by law);

iv Without written consent from Blue Whale Finance, the following commercial uses of Blue Whale Finance data are prohibited:

1) Trading services that make use of Blue Whale Finance quotes or market bulletin board information.

2) Data feeding or streaming services that make use of any market data of Blue Whale Finance.

3) Any other websites/apps/services that charge for or otherwise profit from (including through advertising or referral fees) market data obtained from Blue Whale Finance.

v Without prior written consent from Blue Whale Finance, you may not modify, replicate, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any copyright statement or label, or license, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any part of the properties, or create their derivative works or otherwise take advantage of any part of the properties.

vi You may not (i) use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of Blue Whale Finance Services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through Blue Whale Finance Services; (ii) attempt to access any part or function of the properties without authorization, or connect to Blue Whale Finance Services or any Blue Whale Finance servers or any other systems or networks of any Blue Whale Finance Services provided through the services by hacking, password mining or any other unlawful or prohibited means; (iii) probe, scan or test the vulnerabilities of Blue Whale Finance Services or any network connected to the properties, or violate any security or authentication measures on Blue Whale Finance Services or any network connected to Blue Whale Finance Services; (iv) reverse look-up, track or seek to track any information of any other Users or visitors of Blue Whale Finance Services; (v) take any actions that imposes an unreasonable or disproportionately large load on the infrastructure of systems or networks of Blue Whale Finance Services or Blue Whale Finance, or the infrastructure of any systems or networks connected to Blue Whale Finance services; (vi) use any devices, software or routine programs to interfere with the normal operation of Blue Whale Finance Services or any transactions on Blue Whale Finance Services, or any other person's use of Blue Whale Finance Services; (vii)

forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to Blue Whale Finance, or (viii) use Blue Whale Finance Services in an illegal way.

Miscellaneous

1. Independent Parties. Blue Whale Finance is an independent contractor but not an agent of you in the performance of these Terms. These Terms shall not be interpreted as facts or evidence of an association, joint venture, partnership, or franchise between the parties.

2. Entire Agreement. These Terms constitute the entire agreement between the parties regarding use of Blue Whale Finance Services and will supersede all prior written or oral agreements between the parties. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms herein.

3. Interpretation and Revision. Blue Whale Finance reserves the right to alter, revise, modify, and/or change these Terms at any time. All changes will take effect immediately upon being published on Blue Whale Finance websites. It is your responsibility to regularly check relevant pages on our websites/applications to confirm the latest version of these Terms. If you do not agree to any such modifications, your only remedy is to terminate your usage of Blue Whale Finance Services and cancel your account. You agree that, unless otherwise expressly provided in these Terms, Blue Whale Finance will not be responsible for any modification or termination of Blue Whale Finance Services by you or any third party, or suspension or termination of your access to Blue Whale Finance Services.

4. Language & Translations: These Terms may, at Blue Whale Finance's sole and absolute discretion, be translated into a language other than the English language. You agree that any such translation shall only be for your convenience and the English text shall prevail in the event of any ambiguity, discrepancy or omission as between the English text and any translated text.

5. Force Majeure. Blue Whale Finance will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond Blue Whale Finance's reasonable control.

6. Severability. If any portion of these Terms is held invalid or unenforceable, such invalidity or enforceability will not affect the other provisions of these Terms, which will remain in full force and effect, and the invalid or unenforceable portion will be given effect to the greatest extent possible.

7. Assignment. You may not assign or transfer any right to use Blue Whale Finance Services or any of your rights or obligations under these Terms without prior written consent from Blue Whale Finance, including any right or obligation related to the enforcement of laws or the change of control. Blue Whale Finance may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

8. Waiver. The failure of one party to require performance of any provision will not affect that party's right to require performance at any time thereafter. At the same time, the waiver of one party to seek recovery for the other party's violation of these Terms or any provision of applicable terms shall not constitute a waiver by that party of any subsequent breach or violation by the other party or of the provision itself.

9. Third-Party Website Disclaimer. Any links to third-party websites from Blue Whale Finance Services does not imply endorsement by Blue Whale Finance of any product, service, information or disclaimer presented therein, nor does Blue Whale Finance guarantee the accuracy of the information contained on them. If you suffer loss from using such third-party product and service, Blue Whale Finance will not be liable for such loss. In addition, since Blue Whale Finance has no control over the terms of use or privacy policies of third-party websites, you should read and understand those policies carefully.

10. Matters Related to Apple Inc. If you use any device manufactured by Apple Inc. to participate in any commercial activities or reward programs through Blue Whale Finance Services, such activities and programs are provided by Blue

Whale Finance and are not associated with Apple Inc. in any manner.

11. Contact Information. For more information on Blue Whale Finance, you may refer to the company and license information found on Blue Whale Finance websites. If you have questions regarding these Terms, please feel free to contact Blue Whale Finance for clarification via our Customer Support team at www.Blue Whale Finance.io (<https://www.Blue Whale Finance.io>).