



## Earn T&Cs

Updated · September 2022

### Earn Terms and Conditions

Welcome to NAGA Global LLC (we or us), by accessing this website [www.nagax.com/int](http://www.nagax.com/int) and by

Agreeing to these Earn Terms and Conditions. Further, by creating an account, you agree to the entirety of these Terms and Conditions with respect to holding an account with us.

**THESE TERMS AND CONDITIONS CREATE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND NAGAX** If you do not agree with these Terms and Conditions, do not access the website and/or mobile applications, nor create an account. If you have created an account, you can deactivate your account at any time.

The availability of our services is restricted, make sure you comply with the eligibility criteria set out in these Terms and Conditions. **Currently, NAGAX does not provide services to residents or citizens of these countries:** Afghanistan, Algeria, Belarus, British Virgin Islands, Burkina Faso, Cambodia, Cayman Islands, Cameroon, Congo, Democratic People's Republic of Korea (DPRK) Egypt, Haiti, Iran, Iraq, Japan, Jordan, Lebanon, Libya, Mali, Morocco, Mozambique, Myanmar, Nicaragua, Niger, Palestine, Panama, Philippines, Russia Federation, Senegal, Somalia, South Sudan, Sudan, Syria, Tunisia, Uganda, United Kingdom, United States of America, Uzbekistan, Virgin Islands (U.S) Yemen, Zimbabwe.

#### 1. Definitions:

1. **Business Day:** means Monday to Friday excluding Saturday and Sunday and any officially recognized public Holiday in Saint Vincent and Grenadines.
2. **Content:** All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, and computer code, including but not limited to, the design, structure, selection, coordination, expression, "look and feel", and arrangement of such content, contained on the websites and mobile applications are owned, controlled or licensed by or to NAGAX, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.
3. **Force Majeure:** includes maintenance of information network equipment, failure of access to information networks, failures of computer, communication or other systems, power failures, weather, accidents, industrial actions, labor disputes, riots, insurrections, disturbances, inadequacy in productivity or means of production, fires, floods, storms, explosions, wars or other factors on the part of cooperation partners, collapse of the digital asset market, government actions, judicial or administrative orders, and other circumstances that are beyond the control of the Platform
4. **Services:** NAGAX provides the digital solution to buy the cryptocurrency with possibility to hold the coins with some profit as indicated on our website in the terms of the each particular product.
5. **"Stake" or "Staking":** means the holding of your cryptocurrencies and/or digital

#### NAGA Global LLC

First Floor, First St. Vincent Bank Ltd, James Street, Kingstown, St. Vincent and the Grenadines with  
Registration No. 1189 LLC 2021



assets in your account for agreed period of time.

6. **NAGA X Account:** An account created and held by NAGAX. It's access, use or deletion is your complete control. NAGAX has no authorization nor access to your NAGAX Account or initiate transactions from your NAGAX Account.
7. **NAGA Group:** refers to any company in the NAGA group of companies that may directly or indirectly offer its services to you.
8. **Virtual Currency, Digital Assets, Cryptocurrency (used interchangeably):** Means a value represented in digital form, which is digitally transferable, preservable or tradable and which natural persons or legal persons accept as a payment instrument, but that is not the legal tender of any country.

## 2. Risk Acknowledgement

1. The value of a virtual currency is highly volatile, the value can go up or down at any time and there can be a substantial risk that you lose money buying, selling, holding, or investing in virtual currency.
2. You should carefully consider whether the buying and/or holding of virtual currency is suitable for you in light of your own financial condition and circumstances.
3. We do not own or control the underlying software protocols which govern the operation of virtual currency, generally, the underlying software protocols are 'open source' and anyone can use, copy, modify, and distribute them. We do not assume any responsibility for the operation of underlying software protocols and are not capable of guaranteeing its functionality, security, or availability. You acknowledge and accept the risk that underlying software protocols relating to any virtual currency you store in your virtual currency wallet may change.
4. Once a withdrawal of virtual currency has been requested from your account, there is no way for us to reverse the transaction. You and you alone bear all the responsibility of any withdrawal transaction.
5. By opening this account and by staking your cryptocurrency via NAGAX you acknowledge that your cryptocurrency might not be accessible for the entirety of the lock period that is displayed on the product of your choice. Additionally, you acknowledge that the value of your holding might decrease dramatically due to market volatility during the period that you stake your cryptocurrency without having the option to sell or access your cryptos before the end of the lock period.
6. By staking your cryptocurrency via NAGAX you acknowledge that you may start to accumulate rewards on your staked cryptocurrency 1 business day after you initiated your staking.
7. BY OPENING A NAGAX ACCOUNT YOU ACKNOWLEDGE YOUR ACCEPTANCE AND UNDERSTANDING OF ALL THE RISKS ASSOCIATED WITH VIRTUAL CURRENCY. ADDITIONALLY BY STAKING YOUR CRYPTOCURRENCY VIA NAGAX YOU ACKNOWLEDGE THAT THE VALUE OF YOUR INVESTMENT MAY DEPRIVE DRAMATICALLY DURING THE STAKING AND/OR LOCKING PERIOD WHICH MIGHT RESULT TO THE LOSS OF YOUR FUNDS.



### 3. Content and Use

1. All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, and computer code (collectively referred to as the 'content'), including but not limited to, the design, structure, selection, coordination, expression, "look and feel", and arrangement of such content, contained on the websites and mobile applications are owned, controlled or licensed by or to NAGAX, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.
2. NAGAX hereby grants you a personal, non-exclusive license to access our website and mobile applications and to use our Services solely to fulfill your operations in compliance with these Terms and Conditions.
3. You may not use the content or our services for any illegal purpose or another purpose not mentioned in these Terms and Conditions, nor permit any third party to use our services on your behalf nor use our services on behalf or benefit of any third party in any way whatsoever.
4. You as an individual user may maintain only one main account at any given time.
5. No part of the Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial use or enterprise, without our express prior written consent.
6. You may use information purposely made available by NAGAX for viewing on or downloading from our website provided that you do not remove any proprietary notice language in all copies of such documents; use such information only for your personal, non-commercial informational purpose; make no modifications to any such information; and, do not make any additional representations or warranties relating to such information.
7. You may not use any "deep-link", "page-scrape", "robot", "spider", or another automatic device, program algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of our websites, mobile applications or Content, or in any way reproduce or circumvent the navigational structure or presentation of the websites, mobile applications, or any Content, to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through our services. NAGAX reserves the right to block any such activity.
8. You may not attempt to gain unauthorized access to any portion or feature of our services, or any other systems or networks connected to our services or to any server thereto, by hacking, password "mining" or any other illegitimate and illegal means, including the use of virtual private networks or any other mechanism that would facilitate the prohibited use/access of the content or services.
9. You may not probe, scan or test the vulnerability of our services or any network connected to our services, nor breach the security or authentication measures. You



may not reverse look-up, trace or seek to trace any information on any other user of or visitor to our websites or mobile applications, including any account on our websites or mobile applications not owned by you, to its source, or exploit any service or information made available or offered by or through our Services, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for through our websites or mobile applications.

10. You may not use any device, software or routine to interfere or attempt to interfere with the proper working of our services or any transaction being conducted on our websites or mobile applications. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to NAGAX on or through our websites or mobile applications. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity. You may not use our services for any purpose that is unlawful or prohibited by these Terms and Conditions or to solicit the performance of any illegal activity which infringes the rights of NAGAX or others.
11. You agree that NAGAX may, in its sole discretion and without prior notice, terminate your access to its services and/or block your future access to your NAGAX Account if it determines that you have violated these Terms and Conditions or other agreements which may be associated with your use of our Services. You also agree that any violation by you of these Terms and Conditions will constitute an unlawful and unfair business practice, and will cause irreparable harm to NAGAX, for which monetary damages would be inadequate, and you consent to NAGAX obtaining any injunctive or equitable relief that NAGAX deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies NAGAX may have at law or in equity.
12. You agree that NAGAX may, in its sole discretion and without prior notice, terminate your access to the content or services, for cause, which includes, but is not limited to, requests by law enforcement or other government agencies, a request by you (self-initiated account deletions), discontinuance or material modification of the services, or unexpected technical issues or problems.
13. If NAGAX does take any legal action against you as a result of your violation of these Terms and Conditions, NAGAX will be entitled to recover from you, and you agree to pay, all reasonable legal fees and costs of such legal action, in addition to any other relief granted to NAGAX. You agree that NAGAX will not be liable to you or any third party for termination of your access to our services as a result of any violation of these Terms and Conditions.

#### **4. Services**

1. NAGAX provides a solution where buyers of virtual currency can hold, stake and trade virtual currencies in accordance to their risk appetite and investment strategy. Via its platform NAGAX may offer various Incentive program(s) including but not limited to staking, rewards, minting or referral programs.



2. For the provision of this software platform and general services of NAGAX, NAGAX charges the fees as described below and on NAGAX website which may be amended from time to time without notice to you.
3. NAGAX cannot guarantee on-time as there are external factors that may affect the continuous provision of the services. Nevertheless, NAGAX exercises all efforts to offer a platform that runs 24/7 and may not be held liable for any service interruptions and/or accessibility issues to its platform.
4. Part of our service and responsibility to you is to maintain the safety of your account. We will generate an individual alphanumeric string that is associated with the email address you provide, a Unique Identifier or UID (NAGAX Account) for every user upon sign-up.
5. We act as custodians of the virtual currency stored on your NAGAX Account and are not permitted to access your NAGAX Account nor to initiate any transactions to and from your NAGAX Account. Any transactions are your sole responsibility.
6. You represent and warrant that you have full authority to enter into this Terms and Conditions; that you have not previously been suspended or removed from using our services; are not located in, under the control of, or a national or resident of any restricted location or where digital assets are prohibited by law or any country to which is under Sanctions of the Organization of Foreign Assets Control and/or the United Nations; that you are not identified as a "Specially Designated National". For any questions in this regard, you may contact [compliance@nagax.com](mailto:compliance@nagax.com).
7. Any misrepresentation or fraudulent use of a NAGAX Account is considered a severe breach of these Terms and Conditions. In case we become aware or due to the trading activity it is demonstrated that the purpose of the NAGAX Account is to conduct fraud, we will immediately suspend and block the NAGAX Account. We reserve the right to take the necessary legal action against any parties to protect our rights, our users, and our resources.
8. We do not provide our Services in all markets and jurisdictions; we may restrict or prohibit the use of our Services in certain countries. NAGAX currently does not provide services in the United States of America ("U.S.") and to any U.S. resident or national. We may restrict or prohibit the use of all or a portion of the Services from restricted locations, which at this time include Afghanistan, Algeria, Belarus, British Virgin Islands, Burkina Faso, Cambodia, Cayman Islands, Cameroon, Congo, Democratic People's Republic of Korea (DPRK) Egypt, Haiti, Iran, Iraq, Japan, Jordan, Lebanon, Libya, Mali, Morocco, Mozambique, Myanmar, Nicaragua, Niger, Palestine, Panama, Philippines, Russia Federation, Senegal, Somalia, South Sudan, Sudan, Syria, Tunisia, Uganda, United Kingdom, United States of America, Uzbekistan, Virgin Islands (U.S) Yemen, Zimbabwe.
9. We may, at our own discretion, restrict the number of accounts that you may hold, maintain or acquire. You are solely responsible for the password you assign to your account, for its security and protection from disclosure. You must promptly notify us if you discover or otherwise suspect any security breach related to your NAGAX Account.

**NAGA Global LLC**

First Floor, First St. Vincent Bank Ltd, James Street, Kingstown, St. Vincent and the Grenadines with  
Registration No. 1189 LLC 2021



10. You are solely responsible for all the activities in connection with your use of the Services, through your NAGAX Account and/or using your password, and for the security of your computer systems, and in no event shall NAGAX be liable for any loss or damages relating to such activity. You should not create different accounts for your own use, any malicious, fraudulent, unfair or otherwise detrimental use of our platform may lead to an automatic suspension and/or termination of our Services.
11. Your trading history will be kept by us at all times throughout the validity of these Terms and Conditions and for a period of up to 5 years after you have closed your NAGAX Account.

## 5. Account Verification

1. To form a contract with you, we may be required to request some personally identifiable information from you.
2. By law, we are obliged to collect personally identifiable information from you as part of our Know-Your-Customer (KYC) and Anti-Money Laundering (AML) and Prevention of Terrorist Financing (TF) practices.
3. Before making any deposit onto your NAGAX Account and at any time that we may deem necessary, we may will request certain personally identifiable information from you, which may include a self-portrait photo of you and/or holding a photo-government-issued-ID, payment bank card, and any other document/information that we consider necessary.
4. Any and all the information that you provide in order to open and operate your NAGAX Account will be processed in accordance with our Privacy Policy. For any questions in this regard, you may contact [support@nagax.com](mailto:support@nagax.com) or [compliance@nagax.com](mailto:compliance@nagax.com)

## 6. Deposits and Withdrawals

1. You may fund your NAGAX Account by depositing digital assets and/or fiat currency via a bank card or wire deposit.
2. Deposits of digital assets might not be immediately reflected on your balance as the transfer of digital assets is dependent on a certain blockchain and may need a certain amount of 'confirmations' in order to reach NAGAX.
3. Deposits of fiat currency via bank card or wire deposit might not be immediately reflected on your balance as the transfer of fiat currency involves financial institutions and corresponding banking that is out of the control of NAGAX.
4. You may withdraw digital assets to the wallets of your choice, NAGAX will not be responsible for the wallets to which you chose to send digital assets. You acknowledge that you understand that transferring digital assets out of NAGAX is an irreversible operation.

## 7. Fees

1. The fees for each particular product are indicated on the NAGAX website and subject to change. All current fees are indicated on the NAGAX website and on the Earn page.

### NAGA Global LLC

First Floor, First St. Vincent Bank Ltd, James Street, Kingstown, St. Vincent and the Grenadines with  
Registration No. 1189 LLC 2021



2. The Company reserves the right to use any staking rewards to net-off any outstanding or ongoing obligations, commitments or activities, including but not limited to any amount due to NAGAX and/or any affiliated companies of the NAGA group of Companies.

Cryptocurrency withdrawals are subject to risk management analysis. According to the level of risk, we may increase or decrease the withdrawal fee.

## 8. Activity

1. Our Services are delivered on an “as-is” and “as-available” basis. NAGAX disclaims any and all liability from events out of our control, such as transactions processed through the blockchain for a particular digital asset. You acknowledge and accept that any transaction made on the blockchain is irreversible, you are solely responsible to insert the correct wallet information for transfers of digital assets in and out of our Services.
2. You assume total responsibility for your use of our Services, your activities, orders, transactions, submitted documentation, and overall behaviour. Your only remedy against NAGAX for dissatisfaction with our Services is to stop using our Services. This limitation of relief is a part of the bargain between you and NAGAX.
3. Staking services may be made available to you by default for Digital Assets where staking functionality is available. **YOU ARE NOT REQUIRED TO STAKE WITH NAGAX AND YOU CAN OPT-OUT OF ANY DEFAULT STAKING SERVICES AT ANY TIME VIA UN-STAKING YOUR ASSETS AND/OR ELECTING NOT TO STAKE.**
4. All the orders will be entered into on an execution-only basis and NAGAX shall not be deemed to have made any recommendation to you, advise on the merits of any purchase or sell order, or assess the suitability of any order for you, NAGAX will not assume any liability in this respect. By using our Services, you express your acknowledgment of the risks and NAGAX is entitled to assume that you have sufficient experience and knowledge to understand the risks involved in each order you enter into.
5. On the occurrence of an event of default, we may specify a date for the termination and liquidation of all the active orders (the “Liquidation Date”). On or before the Liquidation Date, you are obligated to make any further payments under your active orders. NAGAX may, otherwise, liquidate any open position you hold to cover the necessary payments due.
6. In case your activity is unusual or abnormal, NAGAX, in its sole discretion, is entitled to stop processing your transactions until clarifying the situation, asking for further verification, or any other necessary documentation that it may be required by law or agreements with counterparties, such as, but not limited to, payment processing partners, financial institutions or others.
7. In case your activity is such that might reasonably be considered as abusive or is adopting trading strategies aimed at exploiting misquotations or is generally deemed to be acting in bad faith or attempting to abuse the information or facilities available through our Services (commonly known as “sniping”) NAGAX is entitled to suspend its Services indefinitely, including the permanent closing of the account.

### NAGA Global LLC



8. You are strictly prohibited to perform “self-trading” (or “wash-trading”) actions. NAGAX system will identify when this type of action occurs and your account will be penalized with an automatic transaction fee on the value of each transaction that is deemed to have been “self-traded”. We reserve the right to suspend access to our Services.

#### **9. Liability and Indemnity**

1. Except where prohibited by law, in no event will NAGAX be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including loss of profit, even if NAGAX has been advised of the possibility of such damages or for any interruption of services and/or restriction of access to the platform and/or restriction or interruption of trading due to force majeure.
2. NAGAX is not liable for default of the third-party providers, including, but not limited to crypto exchanges, liquidity providers, software providers provides, any fraudulent activity of the third-party officers, directors and executives.
3. You agree to indemnify and hold NAGAX, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses, including legal fees, made against NAGAX by any third party due to or arising out of or in connection with your use of our Services.

#### **10. Governing Law & Dispute Resolution**

1. The use and access to our services are regulated under Saint Vincent and Grenadines Law and any dispute emerging from the interpretation of these Terms and Conditions and/or breach of these Terms and Conditions with respect to the services shall be resolved via negotiation. In case negotiation fails, you and NAGAX agree to submit the controversy to the competent courts of Saint Vincent and Grenadines.

#### **11. Entire Agreement and Non-Waiver**

1. These Terms and Conditions constitute the entire agreement between you and NAGAX with regard to your use of our services, and any and all other written or oral agreements or understanding previously existing between you and NAGAX with respect to such use are hereby superseded and cancelled.
2. NAGAX failure to insist on or enforce strict performance of these Terms and Conditions shall not be construed as a waiver by NAGAX of any provision or any right it has to enforce these Terms and Conditions, nor shall any course of conduct between NAGAX and you or any other party be deemed to modify any provision of these Terms and Conditions.

#### **12. Transfer, delegation or assignment**

1. These Terms, and any rights and obligations and licences granted hereunder, are limited, revocable, non-exclusive and personal to you and therefore may not be transferred, assigned or delegated by you to any third party without our written consent, but may be transferred, assigned or delegated by us without notice and restriction, including without limitation to any of the entities within the NAGA group,





or to any successor in interest of any business associated with the NAGA App Services. Any attempted transfer or assignment in violation hereof shall be null and void.

### **13. Severability**

1. If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any Applicable Laws.

### **14. Amendment and Variation**

1. These Terms may from time to time be updated or amended. Any amendment or update will be communicated with you via email and/or notification at the NAGAX website and/or notification at your' profile. Any amended or updated Terms will take effect immediately unless otherwise indicated via the abovementioned means of communication. You should regularly check check your profile and Website for any such updates or amendments.

**DISCLOSURE OF YOUR PERSONAL DATA:** Where is required to disclose your personal data to third parties for the purposes of performing our legal obligations towards you, we ensure that the relevant provisions of Data protection laws are respected. Specifically, we assess these third parties in respect of their compliance with the data protection laws and regulations and ensure that required contractual agreements are concluded. Respectively, we ensure that they are committed to respect the security of your information and treat it in accordance with relevant laws and regulations. Finally, we do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

Agreeing to these Terms and Conditions, a legally binding contract is created between NAGA Global LLC and you. If you do not agree with these Terms and Conditions, do not access the Site. If you have created a NAGAX account, you can deactivate it at any time.