

## DIAMOND PIGS USER AGREEMENT

*Version 1.1*

Diamond Pigs BV User Agreement (the “Agreement”) is a legal agreement between Diamond Pigs BV (“us”, “we”, “our”) and you (“you”, “your” “user” “member” ) (each a “Party” and collectively the “Parties”) that regulates your use of the services we offer you through our Website (as defined below).

These are the General Terms and Conditions (hereinafter also the “Terms”) of Diamond Pigs BV , which apply to the agreement between us and you for any use of the Platform and/or Strategies that we offer.

By your acceptance of these Terms on the Website, they become effective between you and Diamond Pigs BV. You cannot use the Platform and/or Strategy without complying with these terms and conditions. By all times, you can find the Terms on the Website. You have the right to save the Terms on your device, only for personal use.

Diamond Pigs BV reserves the right to change any of the terms and conditions contained in this Agreement at any time and in its sole discretion. We will notify you of any changes to this Agreement and we will revise the “last updated” version at the top of this Agreement. The latest Agreement will always be available on the website: <https://diamondpigs.com/terms-conditions/>

### **Definitions:**

**Platform:** the Platform is the online interface of the Account through which you can manage your Account automatically, according to the trading Strategies selected. In addition, the Platform gives insight into the performance and costs.

**Free Account:** the Free Account gives you basic access to the Platform and will give you an insight of our Strategies. The Free Account will not include any costs.

**User:** the individual that has created a Free Account on Diamond Pigs.

**Premium Account:** the Premium Account gives you full access to the Platform. You will have access to choose the Strategy or Strategies of your preference. With the Premium Account you will have to connect with your Binance Wallet. By the use of the Premium Account you will be charged monthly.

**Member:** the individual that has created a Premium Account or has updated their Free Account to a Premium Account on Diamond Pigs.

**Strategy:** a trading methodology offered by us through the Platform, various Strategies are offered:

- **Index Strategy:** a passive crypto trading Strategy based on a predefined methodology for the selection and weight distribution of the assets.
- **Active Strategy:** a crypto trading Strategy based on market conditions and both technical and fundamental analysis.
- **Escape Strategy:** an inactive crypto Strategy that trades all assets into one single coin.

**Fee:** the cost of using the platform: based on the value of the managed assets and/or the performance of the selected Strategy.

**Crypto Wallet:** a third party mobile app or exchange service that allows users to buy, sell and transfer their digital assets.

**Trade:** the buy or sale of a cryptocurrency with another cryptocurrency. Trades may be based on limit prices or market orders. Trades may include leveraged buys or sales orders. Trades do not include the transfer of cryptocurrencies or the deposit or withdrawal of fiat money into crypto currency.

## **OVERVIEW**

We offer a Platform that enables you to manage trades in your Crypto Wallet according to a Strategy or Strategies of your choice. By agreeing to our Terms, you authorize the Platform to trade and execute the chosen Strategy on your behalf. We agree to enter into this Agreement with you and supply the services provided by the Platform in exchange for Fees, subject to the other Terms of this Agreement.

### **1. REGISTRATION OF YOUR ACCOUNT**

1. If you would like to use our Platform and/or Strategy you can register yourself as a new User/Member. You can either choose to sign up for a Free Account as for a Premium Account.
2. You must be over 18 years of age to be entitled to use the Platform.
3. The account is restricted to you, as the User/Member, only.
4. During registration you will need to enter some personal details, including your email address and password. We recommend that you choose a unique and strong password, for which you are the only one responsible.
5. You are obliged to keep your login details, including your password, strictly confidential. We assume that all actions taken from your Account are by you or carried out under your control. Our platform also uses two-factor authentication to further protect access to your account from unauthorized users. We are not liable for misuse of your login credentials.
6. By registering and entering your personal information, and accepting our privacy policy, you agree that your data will be stored by us, according to the conditions set out in our privacy statement. You can find our privacy statement here: <https://diamondpigs.com/privacy-policy/>
7. You agree to provide current, complete and accurate information. You agree to immediately update your personal information in your Account in case of changes, so that we can contact you if necessary.
8. In the event of suspected criminal activity, we reserve the right to immediately block your account until legitimacy is established.
9. You are responsible for having a:
  - a. safe internet connection;
  - b. computer, tablet, smartphone or other device that can be used to connect to the internet to do with our website and/or Platform and that is provided with up-to-date measures against hackers, viruses, spam, etc.;
  - c. Crypto Wallet that only you can access, and whose API key has successfully passed our verification procedures;
  - d. email account that only you have access to and through which we can send emails to you without hindrance.

### **2. VERIFICATION**

1. For the Verification of the Free Account and for the Premium Account we may ask for the following information, which you must submit to us:
  - a. Full name (first and family name)
  - b. Contact email address
  - c. Contact phone number

- d. Residential address
- 2. For the registration of a Premium Account, we may verify your information and subject you to know-your-client (KYC) and anti-money laundering (AML) processes in order to determine if you are legally permitted to enter into contract with us (“Verification”).
- 3. If in the future any regulating body or government requires us to collect more information from you as part of our KYC and AML process, we will ask you to comply. We will then inform you of that additional requirement. If you do not agree with these new requirements, you have the right to terminate your account according to article 8.5.
- 4. We reserve the right to reject entering the Account into the Agreement with you or immediately terminate the Agreement if we are not satisfied with the results of the Verification.

### **3. ACCOUNT**

#### **3.1 Free Account**

You will need to create an Account to use the Platform of Diamond Pigs.

- 1. For a Free Account the User needs to register to be able to use the Platform and to have an insight in the Strategies. You will need to complete the Verification process as described in article 2.
- 2. There are no costs involved by the use of the Free Account. If you wish to use the Platform and execute a Strategy, you will have to upgrade a Premium Account to do so.

#### **3.2 Premium Account**

- 1. You will need to create a Premium Account to use the Platform and execute a Strategy. You will need to complete the Verification process as described in article 2. When the Verification process is completed successfully, you will become a Member of Diamond Pigs.
- 2. The Premium Account comes into effect on your Crypto Wallet as soon as you select the Strategy and turn on management.
- 3. You need to open or have a third party Crypto Wallet with Binance (<https://www.binance.com>), and deposit that Crypto Wallet with the minimum threshold value of the equivalent of \$5000 (five thousand US dollar) in a major crypto currency of your choice. In the future it may be possible to also open your third party Crypto Wallet with another designated cryptocurrency exchange.
- 4. By creating a Premium Account, you will have to connect your Crypto Wallet to your Premium Account through an API-key. You will have to provide us with the API keys (the API key and the secret key) of your Crypto Wallet and allow us to perform Trades on your behalf. We will store your API keys safely. If the API key is revoked, we cannot make any Trades for you. Therefore, as a Member you have to make sure that your API key is not revoked.
- 5. You understand and agree that when setting API key access capabilities for Trading you do not authorize us to transfer or withdraw funds from your Crypto Wallet.
- 6. You need to select at least one of the trading Strategies (the Strategy) provided by our Platform. The Strategy determines the Trades in your Crypto Wallet.
- 7. The Premium Account is active from the commencement date up to and including the date of termination.
- 8. At any time you may deposit or withdraw your Crypto Wallet from your Premium Account, this will not affect the Strategy, but it will initiate new trades to keep your Crypto Wallet in sync with the selected Strategy.

#### **4. PAYMENT**

1. Fees will be charged monthly and depend on the trading Strategy selected.
2. Fees are assumed to include VAT (when applicable) and billed in the most convenient crypto currency. Fees are calculated as follows:
  - a. Monthly Fees are calculated based on the value and/or the performance of the Crypto Wallet during the past month.
  - b. Fees will be billed using [Binance Pay](#). All payments require action from the user. Binance Pay requires you to validate a payment request from us. In the future we may decide to add more payment methods.
  - c. From the invoice date you enter into a 14 day period in which you will have to pay the Fee.
  - d. If you fail to pay the Fee within the specified time frame (14 days), we reserve the right to temporarily suspend your Premium Account and put your assets on a passive Strategy. Your Premium Account will only become reactivated after receipt of the payment. During suspension your Crypto Wallet and your Premium Account remain accessible but no trades will be performed and you will not be able to alter the trading Strategy.
  - e. Fees don't include transaction fees for Trades performed. Your Crypto Wallet provider will calculate and charge the transaction fees when the Platform initiates a Trade.

#### **5. PLATFORM AND STRATEGY EXECUTION**

1. The function of the Platform is to automate the execution of Trades in your Crypto Wallet, based on the chosen trading Strategy.
2. After successfully creating a Premium Account (as described in article 3.2) and choosing a Strategy, you give us the right to perform Trades on the entire amount of crypto assets available for trading in your Crypto Wallet.
3. At any time you may rebalance the Platform and Strategy by manually deposit or transfer digital assets within your Crypto Wallet. As long as the minimum threshold value of the equivalent of \$5000 (five thousand US dollar) is met, this will affect the Strategy and consequently initiate new Trades, but it will not stop the Strategy from executing.
4. You understand and accept that you do not consider the execution of the Strategy as the transfer of control of your Crypto Wallet to us.
5. You understand and agree that at any time you remain solely responsible for all transactions within, and the composition of your Crypto Wallet, the transaction costs and the legal and tax consequences of them. For more information about the liability, see article 13.
6. You agree that Trades performed as a result of the chosen Strategy are final and cannot be reversed.
7. The Platform offers you the possibility to update or make changes to your desired trading Strategy. You may change the Strategy as often as you like, simply by using the sliders to activate or set a percentage for all available trading Strategies. You understand and agree that you are solely responsible for selecting the trading Strategy and the resulting transaction fees.
8. The trading Strategies provided are optimized to achieve the desired portfolio with the least number of trades and consequently keep the transaction costs as low as possible. Every trading Strategy is based on specific methodology and market intelligence and has been developed with the greatest care and to the best capability. Before being made available on the

Platform, every trading Strategy has been extensively tested and has been running in dry mode to determine performance records. Please be aware that for every trading Strategy differences could show up between the selected Strategy and actual portfolio in your Crypto Wallet. This happens as a result of the large number of discretionary calculation variables involved such as differences in timing, changes in price, previous asset distribution, and optimizing on low transaction costs.

9. The Platform offers a range of Strategies. It is your responsibility to select a Strategy or a combination of Strategies.
10. We continuously update and improve the content of the Platform and/or Strategy. We therefore reserve the right to change the content and/or Strategies of the offered Platform and/or terminate Strategies at any time without prior notice. We will use the internal messaging function to inform you on the relevant updates and information.

## **6. INFORMATION AND USAGE PLATFORM**

1. We provide information about the performance of our Strategy(s) on our Platform. This content does not constitute financial advice and should therefore be considered information only.
2. The prices on the website and on any other Diamond Pigs collaterals include VAT (when applicable).
3. We retain the right to adjust our prices at all times.
4. You may not use the Platform in such a way as to violate Dutch law or any other violates applicable laws and regulations.
5. As a condition of using the Platform and/or Strategy, you agree not to provide us with any information, data or content that is incorrect, inaccurate, incomplete or that in any way violates any law or regulation.
6. You may not create an Account under someone else's name or otherwise impersonate someone else.
7. Diamond Pigs has the right to block your Account if we suspect misuse of the Account or the Platform.

## **7. REVOCATION, TERMINATION AND DEACTIVATION**

1. At any time you may set your Premium Account to "unmanaged", so you cancel the ability for us to trade on your behalf. The Platform and Strategy will immediately stop operating. At any time the Premium Account Strategy may be resumed to change the setting to 'managed'.
2. If you decide to initiate Trades yourself, while your Account and the Strategy are active, you are effectively nullifying the Strategy. If this happens the Platform will notify it, cancel the Strategy and set your Premium Account to "unmanaged".
3. In periods of "unmanaged" status you will be charged for the month in which you decide to set your Premium account to 'unmanaged'. After this month, the monthly fees will be stopped.
4. At any time you may decide to terminate the Premium Account entirely. If you want to terminate the Premium Account, you will have to do so in the Platform. It is not possible to terminate your Premium Account by disabling your API key.
5. We may terminate your services at any time without notice to the extent possible. We will inform you thirty (30) days prior to termination.
6. You are not entitled to a refund for any potential remaining Fee after termination.

7. The Account may be deactivated by us when:
  - a. The API connection to the Crypto Wallet account is broken.
  - b. You liquidate your Crypto Wallet to a value below the required minimum investment amount.
  - c. You have an outstanding invoice for which the payment term has expired.
  - d. We suspect or have evidence that the amounts owed by you to us are in any way, directly or indirectly, arising out of any unlawful act or omission or be the product of criminal activity.
8. We are not liable to you or any (direct or indirect) damage suffered as a result of a termination of our services.

## **8. PRIVACY**

We respect your privacy and comply with the EU General Data Protection Regulation (GDPR). When you have a Diamond Pigs Account and/or using our Website and Platform, we collect certain personal information from you. In our Privacy Policy you can read what personal data we collect and for what purposes. You can find our privacy statement here: <https://diamondpigs.com/privacy-policy/>

## **9. INTELLECTUAL PROPERTY**

1. Diamond Pigs and its affiliates hold (or intend to own) the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology, and other intellectual property essential to deliver the services and do business.
2. In no way shall this Agreement entitle, and (or) license, and (or) grants you to any intellectual property of Diamond Pigs and (or) its affiliates, including the intellectual property rights to the webpage, and (or) to all text, graphics, interface, visual interfaces, photographs, trademarks, logos, artwork, computer code, design, structure, selection, coordination, expression and other content connected with the Services and (or) our business. All such content and intellectual property and its arrangement belong to Diamond Pigs and (or) its affiliates and is protected by the intellectual property rights and fair competition laws.
3. Under this Agreement, there are no implied licenses, and all rights not expressly given to you are reserved by Diamond Pigs and (or) its affiliates.

## **10. ADVICE**

1. We provide help and information about the Platform and/or Strategy.
2. We do not provide advice on any investment Strategy or any other financial service. The Platform and/or Strategy does not offer any financial advice or provide recommendations and is to be used only as a resource considered. As such, the Platform and/or Strategy should not be construed as a promise or guarantee of results to be expected.
3. All manuals and instructions by us are general and do not contain any personal and/or financial advice in any way. The use of this is solely for the account and risk of the customer.

## **11. RISKS**

1. You acknowledge and accept the associated risks of using, owning, storing and investing in crypto-assets and take full responsibility for the risks associated with.
2. You understand that the execution of the Platform and/or Strategy may result in both profits and losses and you acknowledge and accept that consequently the value of your Crypto Wallet may decrease.
3. You acknowledge and accept without reservation and regardless of the information we have provided that the value of crypto assets can fluctuate significantly and that there is a risk that invested amounts can no longer be recovered and that the investment no longer represents value.
4. You acknowledge and accept the risks of maintaining your own Crypto Wallet with the Binance Exchange Trading platform.
5. You acknowledge and accept that you are responsible for knowing whether it is on your legal territory allowed to use, own and invest in crypto assets. All consequences that may arise from this are solely at your expense and at your risk.

## **12. LIABILITY**

1. You agree that we will disclaim our liability for damages to you to the extent of possibly limited by law and jurisprudence.
2. We are not liable to any direct or indirect damage you may suffer as a result of the use of the Platform and/or Strategy or the offered content:
  - a. price differences due to delayed processing of buy and sell orders;
  - b. an adjusted portfolio composition as a result of not processing buy and/or sell orders by the Binance trading platform due to a too low buy and/or sell volume of a certain crypto asset;
  - c. hacker attacks and their consequences, such as but not limited to, the partial or total loss of your crypto-assets;
  - d. power outages, network problems or hacker attacks that prevent our systems, or the third-party systems necessary for business operations are used;
  - e. suspension of trading on the Platform;
  - f. indirect damages including (but not limited to): consequential damages, lack of financial benefit, financial loss, lost profit, loss of data and intangible loss, through the use of the Platform and/or Strategy;
  - g. the proper functioning of links provided by the Platform;
  - h. any situation where your equipment, login credentials and/or password are stolen and a third party subsequently uses the Platform and/or Strategy without consent of the customer;
  - i. any damage to or alteration of your equipment, including but not limited to computer equipment or a handheld device as a result of the installation or use of the Platform and/or Strategy.
3. We shall not be liable for any breach of any of our obligations under these Terms, where such failure is due to events beyond our reasonable control.
4. We shall not be held liable for any damages arising directly or indirectly from or related to the use of the information available on the Platform and/or that follows from any of the Strategies.

5. We are not liable for damages resulting from acts and/or omissions of our employees as well as in the event of non, late, incomplete or incorrect or faulty fulfillment of the orders given to it and/or concluded with its agreements. Regardless of your basis of liability, we are not liable for indirect damage, including consequential damage, lost profits, lost savings, damage due to business interruption and all damage not considered direct damage is considered.
6. Maintaining a Crypto Wallet with the Binance trading platform involves risk. The account you maintain there is in your own name. We are not legally affiliated to or liable for the Binance trading platform.
7. We shall not be held liable for any damages arising directly or indirectly from or related to the API link between your Crypto Wallet and your Account.
8. We will do our best to make sure that the Platform, the Account and the other services are available at all times. There are no guarantees that this will be always available, due to unrehearsed delays, errors or interruption.
9. While we will take reasonable steps, provide general information and collect available resources to ensure that the Binance trading platform is sufficiently competent, we cannot guarantee such competence. We therefore assume no liability or responsibility for (but not limited to): liquidation, price manipulation, loss/theft of crypto assets, custody, security, charges and/or breach of contract by the Binance trading platform.
10. The limitation or exclusion of liability stipulated in this article does not apply insofar as damage is the result of intent, gross negligence or willful recklessness on the part of Diamond Pigs and/or its – al than non-subordinate managers.

### **13. DISCLAIMER**

1. You shall indemnify us for and against all, liability, damages and costs (including settlement fees and reasonable attorneys' fees) arising from third-party claims regarding:
  - a. any injury or damage resulting from your conduct in connection with the use of our website, Platform and/or Strategy;
  - b. your violation of these Terms or violation of any applicable law.
2. You cannot transfer the rights and obligations under these Terms to third parties.

### **14. APPLICABLE LAW**

1. These Terms shall be governed solely by and construed in accordance with Dutch law.
2. Insofar as not dictated otherwise by mandatory law, all disputes arising out of, or arising as a result of, these Terms will be settled exclusively to the competent court in Amsterdam, the Netherlands, unless legislation prescribes otherwise.

### **15. COMPLAINTS, COMMENTS & SUGGESTIONS**

We are committed to providing you with the best possible service. If you have a complaint, comment or suggestion, please contact us at [info@diamondpigs.com](mailto:info@diamondpigs.com).