



## **HoneyBadger Enterprises Ltd. – DBA HoneyBadger**

### **Terms and Conditions for Over-the-Counter Cryptocurrency Transactions**

This user agreement ("Agreement") outlines the rules for using the over-the-counter (OTC) cryptocurrency service ("Service") offered by HoneyBadger ("Company") to its users ("User"). By employing the Service, the User consents to adhere to this Agreement.

#### **Service Description**

- 1.1 The Service provided by the Company allows Users to purchase or exchange cryptocurrencies directly with the Company.
- 1.2 The Company simplifies transactions by conducting trades at prices mutually agreed upon by the User and the Company.
- 1.3 The Company does not function as a financial institution, investment advisor, or cryptocurrency exchange. The Service is exclusively offered as an OTC platform for cryptocurrency transactions.

#### **Potential Risks**

- 2.1 The User acknowledges and accepts that cryptocurrency transactions carry significant risks, including, but not limited to, market volatility, regulatory changes, technology risks, and security vulnerabilities.
- 2.2 The User understands that the value of cryptocurrencies can vary drastically, possibly leading to substantial losses. The Company offers no guarantee or assurance concerning the future value, stability, or performance of any cryptocurrency.
- 2.3 The User is solely accountable for evaluating and managing the risks associated with cryptocurrency transactions. The Company cannot be held responsible for any User losses, including but not limited to financial losses, lost opportunities, or damages.

#### **Transaction Process**

- 3.1 The Company conducts transactions on the blockchain, a decentralized and distributed ledger technology. Once a transaction is processed and recorded on the blockchain, it is permanent and cannot be altered or reversed.
- 3.2 The User acknowledges that the Company does not control the blockchain and is not liable for any delays, errors, or failures in the transaction confirmation, execution, or settlement processes.

3.3 The User is responsible for providing accurate transaction details, including wallet addresses and payment amounts. The Company cannot be held responsible for any losses resulting from incorrect or incomplete transaction information provided by the User.

### **Fees and Pricing**

4.1 The Company may impose charges for its Service, including transaction fees, spread fees, or other relevant charges. The User agrees to pay the fees as specified by the Company.

4.2 The pricing for cryptocurrency transactions may be determined based on multiple factors, including market conditions, liquidity, and other relevant considerations. The User acknowledges that the pricing may vary from current market rates.

### **Compliance with Legal Requirements**

5.1 The User agrees to comply with all laws, regulations, and legal requirements associated with cryptocurrency transactions, including but not limited to anti-money laundering (AML) and know-your-customer (KYC) rules.

5.2 The Company maintains the right to request additional information, documentation, or identity verification from the User to comply with regulatory requirements.

### **Indemnity**

6.1 The User agrees to indemnify, defend, and hold the Company, its officers, directors, employees, and affiliates harmless from any claims, liabilities, losses, damages, costs, or expenses (including reasonable legal fees) arising from the User's use of the Service or any violation of this Agreement.

### **Limitation of Liability**

7.1 As far as the law permits, the Company will not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from or related to the Service or this Agreement, including but not limited to the loss of profits, data, or cryptocurrencies.

### **Changes and Termination**

8.1 The Company reserves the right to revise or modify this Agreement at any time. The User will be informed of any significant changes to this Agreement.

8.2 The Company may suspend, terminate, or limit the User's access to the Service at its sole discretion, with or without warning, if deemed necessary.