

## **Terms of the Product “Bitdriven index token”**

**PLEASE READ THESE TERMS CAREFULLY BEFORE PLACING YOUR DIGITAL ASSETS INTO THE PRODUCT “BITDRIVEN INDEX TOKEN”.**

### **Acceptance of the Terms of the Product “Bitdriven index token”**

These Terms of the Product “Bitdriven index token” are entered into by and between each registered or unregistered end user (each, a “User”, “you” or “your”) and Charism LLC is incorporated in St. Vincent and Grenadines with company number 1999 LLC 2022, registered office at Suite 336, Beachmont Business Centre, Kingstown, registration number 1999 LLC 2022, a limited liability company creating and existing under the laws of Saint Vincent and Grenadines (each, a "Company", "we" or "us").

The following terms and conditions, together with any documents they expressly incorporate by reference (the “Terms”), govern your access to Product “Bitdriven index token” (the “Product “Bitdriven index token””) (<https://choise.com/bitdriven>) (the “Platform”) or such other URL as may be designated by Company from time to time, as well as any mobile apps or other related services or applications thereto.

We reserve the right to cancel, change or amend these Terms of “Bitdriven index token” at any time at our sole and absolute discretion. Any changes to these Terms of “Bitdriven index token” will be in effect as of the “Last Updated” date referred to at the top of this page. You acknowledge and agree that the form and nature of the Product “Bitdriven index token” and any part of it, may change from time to time without prior notice to you, and that we may add new or remove existing features and change any part of the Product “Bitdriven index token”.

By putting your assets in Product “Bitdriven index token” you represent that you have read, understood, and agreed to be bound by these Terms of “Bitdriven index token” and you acknowledge and agree to be legally bound by these Terms of “Bitdriven index token” without limitation or qualification. You further agree that all decisions of the Company shall be final and conclusive. You further confirm to have carefully reviewed these Terms of “Bitdriven index token” and all applicable to the Platform’s Terms and Conditions, Policies, and Disclosures, and to fully understand the risks of Product “Bitdriven index token”.

**IF YOU DO NOT AGREE TO THESE Terms of “BITDRIVEN INDEX TOKEN”, YOU MUST NOT ACCESS TO THE PRODUCT “BITDRIVEN INDEX TOKEN.**

### **1. Principles and general terms of the Product “Bitdriven index token”**

- a. The Product “Bitdriven index token” consists of a number of different digital assets and/or tokens, and tracks the price of one or more digital tokens and/or tokens. The Product “Bitdriven index token” holds a dynamically adjusted basket of different digital assets and/or tokens (the “Basket”). The prices of the Product “Bitdriven index token” will fluctuate on a daily basis according to the price of

Basket Value. The “Basket Value” means, in respect of each Product “Bitdriven index token”, the combined market value of all digital assets/tokens constituting the Basket.

- b. All the conditions (including the actual Token Price, the minimum amount for the transaction, etc) under which you transact into the Product “Bitdriven index token” you may see on the screen of your device before you put your digital assets into the Product “Bitdriven index token”.
- c. The price at which each Product is issued or redeemed (the “Token Price”), is referred to on the Platform and is intended to reflect the current market value of the Product “Bitdriven index token”. This takes into account the Basket Value. It is important to note that the Token Price will always differ from the price of the underlying Basket Value.
- d. Company is the sole issuer of the Product “Bitdriven index token”. You may not trade the Product “Bitdriven index token” on the second market, only through functionality available on the Platform.
- e. Important note about the redemption of the Product “Bitdriven index token”: payouts for redeemed Product “Bitdriven index token” will be quoted based on the market Basket Value at the time of payout, and not at the time when the redemption button was pressed. The exact payout price will be determined at the time the Product “Bitdriven index token” is actually redeemed and paid out. As such, the value may increase or decrease between the time the withdrawal request is made and the time of payout. The Token Price’s value at the time of payout is subject to market fluctuations and may differ from the value at the time of the redemption request. There is a payout period of 3 (three) business days. You will get your digital assets back at the rate valid at the time of accrual in USDT straight to your Choise.com’s wallet.
- f. In case of early redemption (less than 6 months from the date of the purchase's transaction) of the Product “Bitdriven index token”, you must be charged a fee of 2% of the withdrawal sum.
- g. Additionally, you will be charged success fees in the amount described below:
  - (i) If the actual Token Price at the moment of redeemed higher than 12X (while X is the Token Price at the time of of purchase's transaction) - 20% fee applied;
  - (ii) If the actual Token Price at the moment of redeemed is 12X or less (while X is the Token Price at the time of of purchase's transaction) - 15% fee applied;
  - (iii) If the actual Token Price at the moment of redeemed less then Token Price at the time of of purchase's transaction - 0% fee applied;
- h. The Company reserves the right at any time to suspend the redemption of the Product depending on prevailing market conditions. Any such suspension may continue for so long as Company determines necessary in its sole discretion. Without prejudice to the foregoing, Company may choose to exclude any digital assets or tokens from the Basket and/or may discontinue providing any of the services referred to hereunder, in each case at any time in its sole and absolute discretion, without giving any reason or any notice to you thereof.

## **2. Acknowledgement and Assumption of Risks.**

You acknowledge and agree that there are risks associated with the Product “Bitdriven index token” without limitation, those disclosed and explained below (the “Risk Disclosures”). You assume all of these risks:

- a. **Risks Associated with Your Credentials:** Any third party that gains access to or learns of your Platform’s account login credentials may be able to dispose of your account. To minimize this risk, you should guard against unauthorized access to your electronic devices. Best practices dictate that you safely store login credentials in one or more backup locations geographically separated from the working location.
- b. You understand and accept that while the individuals and entities, including the Company, assigned to this task, will make reasonable efforts to continue to develop and complete the Platform, it is possible that such development may fail and Product “Bitdriven index token” may become useless and/or valueless due to technical, commercial, regulatory or any other reasons.
- c. Before transacting in Product “Bitdriven index token” through the Platform, you should take steps to understand the nature of this complex product and the risks. By transacting in Product “Bitdriven index token” on the Platform, you acknowledge and agree that you have sufficient investment knowledge, financial expertise, and experience and the capacity to take on the increased risks arising from Product “Bitdriven index token” . If you are uncomfortable with the level of risks, you should not transact in Product “Bitdriven index token”.

### **3. Security**

- a. The digital assets and tokens, as well as the Product “Bitdriven index token”, are subject to various risks, including market risk, liquidity risk, and tax risk, among others. Past performance does not guarantee future results. Users should carefully consider their investment objectives, risk tolerance, and financial situation before transaction with the Product “Bitdriven index token”. Users should also consult with their financial advisor or tax professional regarding their specific situation. The Product “Bitdriven index token” are not guaranteed or insured by any government agency and may lose value.
- b. **Your Security.** You will implement reasonable and appropriate measures designed to secure access to (i) any device connected with the email address associated with your account, (ii) your username, password and any other login or identifying credentials. If you are no longer in possession of any device connected with your account or are not able to provide your login or identifying credentials, we may, in our sole discretion and only if we are able, grant access to your account to any person providing additional credentials to us. We reserve the right to determine the additional credentials required, which may include a sworn, notarized statement of identity.
- c. **Additional Information.** In accordance with the internal rules and regulation, the Company reserves the right to request the provision of additional information and

data before allowing you to use Services on Platform. You will provide to us, or to our nominee, immediately upon our request, information that we, in our sole discretion, deem to be required to maintain compliance with any federal, state, local, domestic or foreign law, regulation or policy, including any "Know Your Customer" requirements and policies. Such information may include a passport, driver's license, utility bill, photograph of you, government identification cards or sworn statements, and we, or our nominee, may keep a copy of such information for our records. Such information will be used by us, or our nominee, to confirm compliance with such federal, state, local, domestic or foreign laws, regulations and policies. We may determine, in our sole discretion, that it is necessary to obtain certain information about you (e.g., identity, address, source of wealth) in order to comply with applicable law or regulation in connection with transaction with the Product "Bitdriven Index token". You shall provide us such information promptly upon request, and you acknowledge that we may refuse to allow you to exchange your digital assets for Product "Bitdriven Index token" until you provide such requested information and we have determined that it is permissible to allow you to exchange your digital assets for Product "Bitdriven Index token" under applicable law.

- d. Your Information. We may use aggregate statistical information about your activity, including your activity and logins to various websites, for marketing or any other purpose at our sole discretion.

#### **4. Tax**

- a. You are responsible for determining what, if any, taxes apply to the Product "Bitdriven Index token", including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or other tax arising from the Product "Bitdriven Index token". You agree not to hold the Company or any of the Company Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of Product "Bitdriven Index token" or any other action or transaction related to the Platform.

#### **5. Representations and Warranties**

By participating, you represent, warrant and covenant that:

- a. It is your responsibility to participate on the Platforms in some manner, meaning that the ecosystem surrounding the Platforms are NOT solely dependent upon the efforts of the Company, but by the Product "Bitdriven Index token" holders engaging with the Platforms and Services.
- b. You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks.

- c. You have read and understand these Terms and are entering into these Terms with us voluntarily and based on your own independent judgment and on advice from independent advisors as you have considered to be necessary or appropriate, after due inquiry.
- d. You have obtained sufficient information about the Product “Bitdriven Index token”.
- e. The Product “Bitdriven Index token” confer only the right to provide and receive Services on the Platforms and confer no other rights of any form or nature with respect to the Platforms or the Company, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.
- f. You shall promptly provide to the Company, upon request, proof of identity and/or source of funds and/or other documentation or other information that the Company may request from time to time in connection with the Company's obligations under, and compliance with, applicable laws and regulations, including but not limited to anti money laundering legislation, regulations or guidance and/or tax information reporting or withholding legislation, regulations or guidance, or any "Know Your Customer" requirements and policies.
- g. You are legally permitted to transact into the Product “Bitdriven Index token”. You will comply with any applicable tax obligations.
- h. The Product “Bitdriven Index token” are not intended to be a digital currency, security, commodity or any other kind of financial instrument.
- i. You are of a sufficient age to legally receive, obtain and use the Product “Bitdriven Index token”.
- j. With regard to the Product “Bitdriven Index token”, we make no guarantees regarding future value of the Product “Bitdriven Index token”, and that no market liquidity may be guaranteed and that the value of the Product “Bitdriven Index token” over time may experience extreme volatility or depreciate in full.

## **6. Miscellaneous.**

- a. Force Majeure. None of the Company Parties will be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any force, event or condition outside of its control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, changes in blockchain technology and changes on the blockchain protocols.
- b. The headings are inserted for convenience only and shall not affect the construction of this Agreement. Expressions in the singular form shall include the plural and vice versa, and all references to the masculine genders shall include the female and neuter genders and vice versa.
- c. The words “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such

phrases or words of like import, and “otherwise” shall not be construed as limited by words with which it is associated.

- d. **Governing Law.** All services are governed by the laws of St. Vincent and Grenadines and shall be subject to the exclusive jurisdiction of St. Vincent and Grenadines’ courts.
- e. **Notices.** All communications and notices to be made or given pursuant to these Terms of “Bitdriven index token” must be in the English language. We may provide any notice to you under these Terms of “Bitdriven index token” by posting a notice on the Platform.
- f. **The Company reserves the right to alter, revise, modify, and/or amend this Terms at any time in its discretion. Any such amendments will take effect immediately upon being published on the Platform. It is your responsibility to regularly check our website to confirm the latest version of this Terms. Your continued access and use of the Platform following any amendments to this Terms shall indicate your acceptance of such amendments. If you do not agree to any such amendments, you should cease transacting in Product “Bitdriven Index token” through the Platform.**

**Disclaimer:** Please note that payouts for positions liquidated will be quoted based on the market value at the time of payout, and not at the time when the withdrawal button was pressed. The exact payout price will be determined at the time the position is liquidated and paid out. As such, the value of your position may increase or decrease between the time the withdrawal request is made and the time of payout. The market value at the time of payout is subject to market fluctuations and may differ from the value at the time of the withdrawal request.