



VOICE LIFE TOKENIZATION PLATFORM USER AGREEMENT – Created on the 1st of February 2025

This User Agreement (the "Agreement") is effective as per approval or signing date.

Between:

1. **VL F-NFT PLATFORM FZCO** – a company incorporated under the laws of Dubai, United Arab Emirates, with company registration number 19004, having its registered office at Dubai International Financial Center, Gate Village, Building 10, Level 7, Office no: 02, Al Musraqbal Street, Dubai, UAE (referred to as "VL F-NFT PLATFORM," "we," "us," or "our"); and
2. **The User** – the individual or entity accessing or using the VL F-NFT PLATFORM Platform, as identified in the account registration process (referred to as "User" or "you").

VL F-NFT PLATFORM and **the User** may be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS:

- VL F-NFT PLATFORM operates a platform for digital currency and asset trading;
- The User wishes to access and use the VL F-NFT PLATFORM Platform to trade digital currencies and assets;
- VL F-NFT PLATFORM agrees to grant the User access to the VL F-NFT PLATFORM Platform under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and other valuable consideration acknowledged by both Parties, they agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- **Account:** Any account maintained by VL F-NFT PLATFORM for a User, including those holding digital currency, fiat currency, or tokenized assets.
- **Assets:** Any tradable instrument, digital currency, tokenized asset, or other financial product offered for purchase or sale on the Platform.
- **Charges:** Fees, brokerage commissions, and other charges specified by VL F-NFT PLATFORM for Platform use, as periodically updated.
- **Delivery:** The settlement of any Assets via the Platform.
- **Law:** All applicable rules, regulations, and legislation from relevant regulatory bodies that VL F-NFT PLATFORM is required to follow.
- **OTC:** Assets offered on an "over-the-counter" basis.

- **Platform:** The VL F-NFT PLATFORM platform, including all automated systems, services, and functionalities provided.
- **Subsidiary:** Any company, partnership, or entity where VL F-NFT PLATFORM holds at least a 51% ownership or voting interest or has control over the board of directors or comparable governing body.
- **Unauthorized Activity:** Any prohibited activities, including:
 - **(a) Money Laundering:** Concealment of illegally obtained funds, typically involving transfers through foreign banks or legitimate businesses.
 - **(b) Arbitrage:** Engaging in trades that eliminate risk through exploitation of Platform features.
 - **(c) Use of Unsuitable Documentation:** Submission of forged or altered documents to VL F-NFT PLATFORM.
 - **(d) Hedging in Bad Faith:** Using positions to offset risk without genuine trading intent.
 - **(e) Churning:** Excessive trading to generate commissions without regard for investment objectives.
 - **(f) Multiple Account Operation:** Trading on behalf of others or allowing others to trade using your account.
 - **(g) Margin Lending:** Using debt financing for Assets, which is not permitted.
 - **(h) Abusive Trading:** Engaging in strategies intended to exploit price errors or non-qualified trades.

1.2 Interpretation

- **(a)** The singular includes the plural and vice versa.
- **(b)** Any grammatical variation of a defined word or phrase has a corresponding meaning.
- **(c)** References to a clause, section, or schedule refer to parts of this Agreement.
- **(d)** References to legislation include amendments, re-enactments, and subordinate legislation, whether before or after this Agreement's date.
- **(e)** "Including," "includes," "such as," and similar expressions are not limiting and imply "without limitation."
- **(f)** References to a party include successors and permitted assigns.
- **(g)** References to a person include individuals, corporations, partnerships, trusts, and government entities.
- **(h)** References to information include all forms and media, including software, data, knowledge, and trade secrets.
- **(i)** "Writing" or "written" includes emails and electronic communications that can be stored and retrieved.

- **(j)** Obligations not to do something include not permitting or agreeing to that action.
- **(k)** Headings are for convenience only and do not affect interpretation.
- **(l)** Any discretion in this Agreement may be exercised solely and absolutely unless stated otherwise.

SECTION 2: REGISTRATION & ACCOUNT INFORMATION

2.1 Registration Requirements

2.1.1 To access and use the Platform, Users must complete an Account registration according to the procedures established by VL F-NFT PLATFORM. Acceptance of registration is at the sole discretion of VL F-NFT PLATFORM and may be withheld or subject to conditions.

2.1.2 Users agree to provide all information requested by VL F-NFT PLATFORM and to comply with all registration requirements. VL F-NFT PLATFORM reserves the right to update these requirements at any time, and Users agree to adhere to any modifications within the timeframe specified by VL F-NFT PLATFORM.

2.1.3 Users must ensure that all information provided during registration and upon request is accurate, current, complete, and not misleading. You agree to provide any documentation required to verify your identity and the identity of any beneficial owner, as necessary to meet regulatory obligations, including but not limited to the identification of each account holder. You must promptly inform VL F-NFT PLATFORM in writing of any changes to account information, including contact details and beneficial ownership.

2.1.4 Users must promptly supply all information and documentation requested by VL F-NFT PLATFORM to comply with Know Your Client (KYC), Anti-Money Laundering (AML), Counter-Terrorist Financing (CTF), and other applicable laws and policies. Failure to provide required information may result in limitations, suspension, or termination of Platform access or specific services.

2.1.5 VL F-NFT PLATFORM reserves the right to refuse, reject, or cancel a registration at its sole discretion for reasons including regulatory compliance, risk assessment, or internal policy. VL F-NFT PLATFORM is not obligated to disclose the reason for any refusal, rejection, or cancellation.

2.1.6 If you are registering as an authorized representative of a company or other entity, you warrant that you have the authority to bind that entity to this Agreement. Account details must include complete and accurate information for the relevant entity, including full registration details and address.

2.2 Conditions of Access and Use

By accessing and using the Platform, you represent, warrant, and agree to the following:

- **(a)** You are at least 18 years old or have reached the legal age of majority in your jurisdiction, whichever is higher.
- **(b)** You will use the Platform solely for lawful purposes, in compliance with this Agreement and all applicable laws and regulations.



- **(c)** You will not engage in any behavior on the Platform that is defamatory, abusive, harassing, threatening, improper, indecent, or offensive.
- **(d)** Your use of the Platform complies with all applicable local, state, national, or international laws.
- **(e)** You will provide accurate, current, and complete personal and contact information and will promptly update this information to keep it accurate. You agree not to misrepresent your identity or impersonate others while using the Platform.
- **(f)** You will not use any automated software, program, robot, web crawler, spider, data mining, trawling, or 'screen scraping' technology on the Platform unless expressly authorized in writing by VL F-NFT PLATFORM.
- **(g)** You will comply with all terms and conditions of this Agreement and any other agreement you have with VL F-NFT PLATFORM.

SECTION 3: USER RESPONSIBILITY AND VL F-NFT PLATFORM DISCLAIMERS

3.1 Platform Role and Seller Independence

- **(a)** VL F-NFT PLATFORM, operated by VL F-NFT PLATFORM FZCO, acts solely as an intermediary, facilitating transactions between Users and independent Sellers in over-the-counter (OTC) dealings and other asset transactions. Users access and use the Platform at their own discretion and risk.
- **(b)** All Sellers on the Platform operate as independent third parties. VL F-NFT PLATFORM does not own, control, or have affiliations with these Sellers.
- **(c)** VL F-NFT PLATFORM does not endorse, validate, or participate in the assets offered by Sellers. Users bear sole responsibility for evaluating and deciding on any transactions they choose to enter on the Platform.

3.2 Seller Responsibilities and User Acknowledgments

- **(a)** Sellers are fully responsible for ensuring that any real-world asset tokenized or offered on the Platform:
 - **(i)** Is legally owned by the Seller;
 - **(ii)** Is free from liens or encumbrances;
 - **(iii)** Complies with all applicable jurisdictional regulations; and
 - **(iv)** Is accompanied by up-to-date and accurate documentation.
- **(b)** Users acknowledge that Seller misconduct—such as misrepresentation, failure to disclose material information, or fraudulent actions—may negatively impact the User's investment. Such actions may include:
 - **(i)** Falsifying asset ownership or documentation;
 - **(ii)** Failing to disclose liens, debts, or encumbrances on an asset;
 - **(iii)** Misrepresenting an asset's condition, market value, or legal standing;

- **(iv)** Failing to comply with regulatory requirements;
 - **(v)** Withholding information affecting an asset's valuation or liquidity;
 - **(vi)** Engaging in fraudulent schemes or misleading representations;
 - **(vii)** Misrepresenting or failing to pay royalties tied to income generated by the asset, if applicable.
- **(c)** Users agree that these actions in Section 3.2(b) may negatively affect anticipated returns or asset value.

3.3 VL F-NFT PLATFORM Disclaimer of Liability

- **(a)** VL F-NFT PLATFORM expressly disclaims all responsibility and liability for losses, damages, or disputes arising from:
 - **(i)** Any harmful actions, misrepresentations, or omissions by Sellers;
 - **(ii)** The accuracy, completeness, or legality of assets listed on the Platform; and
 - **(iii)** Any transaction or agreement between Users and Sellers.
- **(b)** By using the Platform, Users acknowledge and agree that:
 - **(i)** VL F-NFT PLATFORM has no affiliation with or involvement in the actions, assets, or agreements of Sellers;
 - **(ii)** VL F-NFT PLATFORM bears no liability in dealings between Users and Sellers; and
 - **(iii)** Users are solely responsible for conducting due diligence on any Seller or asset prior to entering a transaction.

3.4 No Financial Advice or Services

- **(a)** VL F-NFT PLATFORM does not act as, nor provide services in the capacity of:
 - **(i)** Financial planner;
 - **(ii)** Financial adviser;
 - **(iii)** Fiduciary; or
 - **(iv)** Any other professional services provider.
- **(b)** Users are solely responsible for:
 - **(i)** Conducting independent due diligence;
 - **(ii)** Assessing all risks independently; and
 - **(iii)** Making their own trading decisions.
- **(c)** VL F-NFT PLATFORM disclaims all liability for:
 - **(i)** User trading decisions;
 - **(ii)** Transactions on the Platform; and

- (iii) Any outcomes resulting from Seller actions.

3.5 Dispute Resolution

- (a) In the event of a dispute between a User and a Seller, including but not limited to:
 - (i) Asset misrepresentation;
 - (ii) Non-compliance with laws or regulations;
 - (iii) Royalty payments; or
 - (iv) Any other disagreement, it is the sole responsibility of the User and Seller to resolve the dispute.
- (b) Users agree that:
 - (i) Sellers on the Platform are independent third parties;
 - (ii) VL F-NFT PLATFORM will not be involved in any dispute resolution between Users and Sellers;
 - (iii) VL F-NFT PLATFORM bears no legal responsibility for claims, damages, or losses arising from User-Seller interactions; and
 - (iv) Disputes must be handled directly between the User and Seller without VL F-NFT PLATFORM's involvement.
- (c) VL F-NFT PLATFORM expressly disclaims liability and involvement in disputes between Users and Sellers.

3.6 Limitation of Liability

- (a) To the fullest extent permitted by applicable law, VL F-NFT PLATFORM, including its affiliates, officers, directors, employees, and agents, shall not be liable for any:
 - (i) Direct damages;
 - (ii) Indirect damages;
 - (iii) Incidental damages;
 - (iv) Special damages;
 - (v) Consequential damages; or
 - (vi) Punitive damages.
- (b) This limitation of liability applies to any damages or injury caused by:
 - (i) Performance failures, errors, or omissions;
 - (ii) Interruptions or delays in transmission;
 - (iii) Computer viruses or communication failures;
 - (iv) Unauthorized access to or use of any User's account; or
 - (v) Any other damage resulting from the use or inability to use the Platform.

3.7 No Financial Advice or Regulated Activities

- **(a)** VL F-NFT PLATFORM does not engage in nor provide:
 - **(i)** Financial advice;
 - **(ii)** Investment recommendations; or
 - **(iii)** Any other regulated financial activities.
- **(b)** Users acknowledge that:
 - **(i)** No content on the Platform constitutes financial advice;
 - **(ii)** Nothing on the Platform is to be deemed as a financial promotion or endorsement; and
 - **(iii)** VL F-NFT PLATFORM does not provide opinions on the suitability or appropriateness of any transactions for Users.
- **(c)** Users are responsible for assessing the suitability of any transaction or Platform use for their financial situation and objectives.

3.8 General Information and User Responsibility

- **(a)** All information on the Platform is for general informational purposes only.
- **(b)** Users agree that:
 - **(i)** Platform information should not be relied upon for decision-making;
 - **(ii)** Suitability and adequacy of services/products are the User's responsibility; and
 - **(iii)** If in doubt, Users should seek independent advice before proceeding with transactions.
- **(c)** VL F-NFT PLATFORM recommends independent professional advice for financial or investment decisions based on Platform information.

3.9 No Guarantee of Best Quotes or Markets

- **(a)** Users acknowledge that:
 - **(i)** Market information or quotes on the Platform are provided by independent third parties;
 - **(ii)** Such quotes may not represent the best rates available elsewhere.
- **(b)** VL F-NFT PLATFORM disclaims any obligation to:
 - **(i)** Provide competitive quotes from other sources;
 - **(ii)** Ensure the competitiveness of available payment methods; or
 - **(iii)** Guarantee access to competitive market data.
- **(c)** Users are solely responsible for determining whether available quotes or market information meets their needs.

SECTION 4: CHARGES

4.1 Publication and Notification of Charges

- **(a)** VL F-NFT PLATFORM will publish its current Charges on its website.
- **(b)** VL F-NFT PLATFORM may also notify Users of Charges via:
 - **(i)** Email communications;
 - **(ii)** In-platform notifications; and
 - **(iii)** Direct messages.
- **(c)** Users are responsible for regularly reviewing the Charges on VL F-NFT PLATFORM's website and any notifications related to Charges.

4.2 User Acknowledgment and Acceptance of Charges

- **(a)** By using the Platform, including for trading, the User acknowledges and accepts responsibility for all related Charges.
- **(b)** Charges may include, but are not limited to, fees for:
 - **(i)** Trading services;
 - **(ii)** Custody services;
 - **(iii)** Brokerage;
 - **(iv)** Cancellation of orders;
 - **(v)** Account transfers;
 - **(vi)** Order adjustments; and
 - **(vii)** Any other services provided by VL F-NFT PLATFORM.
- **(c)** VL F-NFT PLATFORM reserves the right to introduce new services with corresponding Charges at any time, with notification as outlined in Section 4.1.
- **(d)** Continued use of the Platform after the introduction of new services or Charges signifies acceptance by the User.

4.3 Modification of Charges

- **(a)** VL F-NFT PLATFORM reserves the right, in its sole discretion, to:
 - **(i)** Amend;
 - **(ii)** Change;
 - **(iii)** Delete;
 - **(iv)** Add to; or
 - **(v)** Modify any Charges at any time.

- **(b)** While VL F-NFT PLATFORM will make reasonable efforts to provide notice of significant Charge changes per Section 4.1, it reserves the right to make changes without prior notice.
- **(c)** Users agree to review the current Charges before each use of the Platform.
- **(d)** Continued use of the Platform after any Charge modification constitutes acceptance of the modified Charges.

4.4 Payment and Collection of Charges

- **(a)** The User is obligated to pay all applicable Charges for using the Platform and its services.
- **(b)** By accepting this Agreement, the User authorizes VL F-NFT PLATFORM to:
 - **(i)** Deduct Charges directly from the User's Account;
 - **(ii)** Withhold funds or assets in the Account to cover outstanding Charges; and
 - **(iii)** Sell or liquidate assets in the Account to cover outstanding Charges, if necessary.
- **(c)** An itemized statement of Charges deducted from the User's Account will be provided upon request.

4.5 Calculation and Timing of Charges

- **(a)** Transaction-related Charges may be calculated based on:
 - **(i)** The total face value of amounts traded;
 - **(ii)** A percentage of the transaction value;
 - **(iii)** A flat fee per transaction; or
 - **(iv)** A combination of the above methods.
- **(b)** VL F-NFT PLATFORM may charge and collect fees:
 - **(i)** Immediately upon transaction execution;
 - **(ii)** On a periodic basis (e.g., daily, weekly, monthly); or
 - **(iii)** At another time as determined by VL F-NFT PLATFORM and communicated to the User.
- **(c)** The calculation method and timing of Charges for each transaction or service are outlined in the fee schedule on VL F-NFT PLATFORM's website.

SECTION 5: WITHDRAWALS & DEPOSITS

5.1 Bank Account Requirements and Restrictions

- **(a) Deposits:**

- (i) All fund deposits via bank transfer must originate from a bank account registered under the User's name on the VL F-NFT PLATFORM.
 - (ii) VL F-NFT PLATFORM reserves the right to reject deposits from unregistered or unverified bank accounts.
- **(b) Withdrawals:**
 - (i) As a general rule, withdrawals from a User's VL F-NFT PLATFORM account will be processed to the same bank account from which the original deposit was made.
 - (ii) In exceptional circumstances, VL F-NFT PLATFORM may permit withdrawals to a different bank account, subject to additional verification.
- **(c)** The User acknowledges that these requirements support compliance with anti-money laundering (AML) and know-your-customer (KYC) regulations.

5.2 Crediting of Net Amounts

- **(a)** VL F-NFT PLATFORM will credit the User's account with the net amount received, after deducting:
 - (i) Any third-party fees;
 - (ii) Applicable intermediary bank or financial institution charges; and
 - (iii) Other transaction-related costs.
- **(b)** Users acknowledge and agree that:
 - (i) The credited amount may be less than the initial gross transfer amount; and
 - (ii) VL F-NFT PLATFORM is not responsible for fees or charges imposed by third parties in the transfer process.
- **(c)** Upon request, VL F-NFT PLATFORM will provide a breakdown of any deductions.

5.3 Withdrawal Fees and Fee Adjustments

- **(a)** Withdrawal fees are determined by:
 - (i) VL F-NFT PLATFORM's banking partners;
 - (ii) The network or payment method used; and
 - (iii) Any relevant third-party service provider fees.
- **(b)** Withdrawal fees are subject to change without prior notice due to external factors beyond VL F-NFT PLATFORM's control.
- **(c) VL F-NFT PLATFORM's Obligations:**
 - (i) VL F-NFT PLATFORM will make reasonable efforts to inform Users of fee adjustments on the Platform.
 - (ii) VL F-NFT PLATFORM does not guarantee fee stability or that published Charges will remain unchanged.

- **(d) User Responsibilities:**
 - (i) Users agree to regularly review the Platform for any fee adjustments.
 - (ii) Continued use of the Platform after a fee adjustment indicates the User's acceptance of the new fee.
- **(e)** VL F-NFT PLATFORM will maintain an up-to-date fee schedule on its website, which Users are advised to consult before initiating withdrawals.

5.4 Custody of User Funds

- **(a)** VL F-NFT PLATFORM is authorized to hold User funds in regulated accounts, which may:
 - (i) Be denominated in foreign currencies;
 - (ii) Be located in jurisdictions such as:
 - **(1)** The Cayman Islands;
 - **(2)** Abu Dhabi, United Arab Emirates;
 - **(3)** Other relevant jurisdictions as determined by VL F-NFT PLATFORM.
- **(b)** Users acknowledge that:
 - (i) Funds may be held outside their country of residence;
 - (ii) Regulatory protections may vary by jurisdiction; and
 - (iii) Holding funds in foreign jurisdictions may involve additional risks, including exchange rate risks.
 - (iv) In case of lost funds, the user will always carry full responsibility of both financial and non-financial damages.
- **(c)** VL F-NFT PLATFORM will ensure all User funds are held in compliance with applicable regulations in the relevant jurisdictions.

5.5 Alternative Withdrawal Methods

- **(a)** VL F-NFT PLATFORM reserves the right to process withdrawals using a different payment method if necessary for:
 - (i) Legal compliance;
 - (ii) Regulatory compliance;
 - (iii) Risk management; or
 - (iv) Operational efficiency.
- **(b)** In such cases, VL F-NFT PLATFORM will:
 - (i) Inform the User of the alternative method prior to processing the withdrawal;
 - (ii) Provide a reason for the alternative method; and

- (iii) Ensure the alternative method does not incur additional costs for the User, unless such costs are unavoidable and disclosed in advance.
- (c) Users agree to comply with any additional verification procedures required for alternative withdrawal methods.

5.6 User Responsibilities Regarding Third-Party Services

- (a) The User is responsible for:
 - (i) Reading and understanding the terms and conditions of their bank or payment service provider;
 - (ii) Understanding all charge policies, including those related to currency conversion; and
 - (iii) Ensuring they can receive proceeds from cryptocurrency transactions through their chosen bank or payment provider.
- (b) Users acknowledge that:
 - (i) VL F-NFT PLATFORM is not liable for any terms, conditions, or policies of third-party banks or payment providers; and
 - (ii) Non-compliance with third-party terms may result in transaction delays, rejections, or additional fees for which VL F-NFT PLATFORM is not responsible.
- (c) VL F-NFT PLATFORM strongly advises Users to seek independent legal advice if they are uncertain about the terms or conditions of their bank or payment provider.

SECTION 6: PAYMENT METHODS

6.1 Approved Payment Methods

- (a) VL F-NFT PLATFORM accepts only cleared funds transferred through approved payment methods.
- (b) Users will be notified of approved payment methods via the Platform, which may include:
 - (i) Debit card payments;
 - (ii) Credit card payments;
 - (iii) Bank transfers; and
 - (iv) E-Wallets authorized by VL F-NFT PLATFORM.
- (c) VL F-NFT PLATFORM reserves the right to:
 - (i) Add or remove approved payment methods at any time;
 - (ii) Impose different terms, conditions, or fees for each payment method; and
 - (iii) Restrict the use of certain payment methods based on location, transaction size, or risk factors.

- **(d)** Users are responsible for ensuring they are authorized to use their selected payment method.
- **(e)** The current list of approved payment methods, along with associated terms, conditions, and fees, will be maintained and regularly updated on the Platform.

6.2 Third-Party Payment Services

- **(a)** Users acknowledge that:
 - **(i)** VL F-NFT PLATFORM is not liable for the actions, omissions, or policies of any third-party payment service providers; and
 - **(ii)** VL F-NFT PLATFORM will not be held responsible for incomplete transactions, delays, or failures resulting from issues with third-party payment services.
- **(b)** Third-party payment services may include:
 - **(i)** Banks and financial institutions;
 - **(ii)** Credit and debit card networks;
 - **(iii)** E-wallet providers; and
 - **(iv)** Payment processors.
- **(c)** Users understand that:
 - **(i)** The use of third-party services may be subject to additional terms, conditions, and fees imposed by those providers;
 - **(ii)** VL F-NFT PLATFORM does not endorse or guarantee third-party services; and
 - **(iii)** Disputes related to third-party services must be resolved directly between the User and the provider.
- **(d)** While VL F-NFT PLATFORM will make reasonable efforts to assist with issues involving third-party services, it is under no obligation to do so.

6.3 Deposit Restrictions and Limits

- **(a)** VL F-NFT PLATFORM reserves the right to impose deposit limits or restrictions, including:
 - **(i)** Maximum amounts per transaction;
 - **(ii)** Daily, weekly, or monthly maximums;
 - **(iii)** Aggregate deposit limits over time; and
 - **(iv)** Minimum deposit amounts.
- **(b)** These restrictions may vary based on:
 - **(i)** The selected payment method;
 - **(ii)** User verification level;
 - **(iii)** Transaction history;

- **(iv)** Risk factors; and
 - **(v)** Regulatory requirements.
- **(c)** VL F-NFT PLATFORM may impose, modify, or remove these restrictions at any time, with or without prior notice.
- **(d)** Users are responsible for:
 - **(i)** Reviewing applicable deposit limits before initiating a deposit; and
 - **(ii)** Ensuring their deposits comply with imposed restrictions.
- **(e)** VL F-NFT PLATFORM reserves the right to:
 - **(i)** Reject deposits that exceed or do not comply with set limits; and
 - **(ii)** Request additional verification for deposits exceeding certain thresholds.
- **(f)** Current deposit restrictions and limits will be displayed on the Platform or made available upon request.

6.4 Payment Processing and Confirmation

- **(a)** VL F-NFT PLATFORM will make reasonable efforts to process payments promptly. However, Users acknowledge that:
 - **(i)** Processing times may vary based on the payment method and third-party services; and
 - **(ii)** VL F-NFT PLATFORM is not responsible for delays beyond its control.
- **(b)** A payment is considered received by VL F-NFT PLATFORM only when:
 - **(i)** Funds are cleared; and
 - **(ii)** The payment is confirmed as valid and not subject to chargeback, reversal, or other challenge.
- **(c)** Users agree not to cancel, chargeback, or reverse payments made to VL F-NFT PLATFORM unless:
 - **(i)** Authorized by this Agreement; or
 - **(ii)** Required by applicable law.
- **(d)** VL F-NFT PLATFORM reserves the right to:
 - **(i)** Delay account crediting until a payment has fully cleared;
 - **(ii)** Reject or reverse payments that do not comply with this Agreement or Platform policies; and
 - **(iii)** Charge fees for reversed or failed payments, as permitted by law.

SECTION 7: ACCOUNT OPENING

7.1 Account Opening and Authorization

- **(a)** The User authorizes VL F-NFT PLATFORM to:
 - **(i)** Open one or more Accounts in the User's name; and
 - **(ii)** Maintain such Accounts to enable the User to transact in certain over-the-counter (OTC) and other assets as permitted by VL F-NFT PLATFORM.
- **(b)** The User acknowledges and agrees that:
 - **(i)** VL F-NFT PLATFORM may require additional information or documentation before opening an Account;
 - **(ii)** VL F-NFT PLATFORM reserves the right to refuse Account opening at its sole discretion; and
 - **(iii)** Account opening does not guarantee the User's access to all assets offered on the Platform.
- **(c)** The User is responsible for maintaining the confidentiality of Account credentials and all activities conducted under their Account(s).

7.2 Account Closure, Suspension, and Deletion

- **(a)** VL F-NFT PLATFORM reserves the right, at its sole discretion, to close, suspend, or delete any Account:
 - **(i)** Temporarily or permanently;
 - **(ii)** Without prior notice to the User; and
 - **(iii)** Without an obligation to provide reasons for such action.
- **(b)** Reasons for closure, suspension, or deletion may include, but are not limited to:
 - **(i)** Detection of Unauthorized Activity, as defined in this Agreement;
 - **(ii)** Abnormal trading conditions;
 - **(iii)** Inability to calculate prices due to unavailable market information;
 - **(iv)** Breach of any applicable law, regulation, or provision of this Agreement by the User;
 - **(v)** Suspicion of fraudulent activity, money laundering, or financing of terrorism;
 - **(vi)** Risk management considerations; and
 - **(vii)** Extended periods of Account inactivity.
- **(c)** In the event of Account closure, suspension, or deletion:
 - **(i)** VL F-NFT PLATFORM will make reasonable efforts to return any remaining funds, subject to applicable laws; and
 - **(ii)** The User will remain liable for any outstanding obligations to VL F-NFT PLATFORM.
- **(d)** VL F-NFT PLATFORM shall not be liable for losses or damages resulting from Account closure, suspension, or deletion in accordance with this provision.

7.3 Limitation on Active Accounts

- **(a)** Users may maintain only one (1) active, verified Account on the Platform.
- **(b)** This single Account shall serve as the basic representation of all transactions between the User and VL F-NFT PLATFORM.
- **(c)** The User acknowledges and agrees that:
 - **(i)** Maintaining multiple active Accounts may constitute a violation of this Agreement;
 - **(ii)** VL F-NFT PLATFORM reserves the right to merge or close additional Accounts beyond the first verified Account; and
 - **(iii)** VL F-NFT PLATFORM may make exceptions for legitimate business purposes, subject to further verification.
- **(d)** If a User inadvertently creates multiple Accounts, they must promptly notify VL F-NFT PLATFORM and cooperate to resolve the issue.

7.4 Dispute Resolution and Account Restrictions

- **(a)** In the event of a dispute involving User Accounts or any open or closed positions within an Account, VL F-NFT PLATFORM reserves the right to:
 - **(i)** Conduct an internal investigation and audit of the Account(s);
 - **(ii)** Freeze or restrict access to the Account(s) and any associated funds; and
 - **(iii)** Suspend or limit trading activities until the dispute is resolved.
- **(b)** During an investigation or dispute resolution:
 - **(i)** No transactions shall be allowed on affected Account(s) without VL F-NFT PLATFORM's authorization; and
 - **(ii)** The User agrees to cooperate fully, providing any requested information or documentation.
- **(c)** VL F-NFT PLATFORM will make reasonable efforts to complete investigations and resolve disputes in a timely manner.
- **(d)** The User acknowledges that:
 - **(i)** Account freezes or restrictions may be implemented without prior notice if deemed necessary; and
 - **(ii)** VL F-NFT PLATFORM shall not be liable for losses or damages resulting from good-faith Account freezes or restrictions.

7.5 Closing of Positions and Accounts

- **(a)** VL F-NFT PLATFORM reserves the right, at its discretion, to:
 - **(i)** Close any open positions in a User's Account;
 - **(ii)** Close or terminate any User Account; and

- **(iii)** Take such actions at any time without prior notice.
- **(b)** Reasons for closing positions or Accounts may include:
 - **(i)** Violation of this Agreement or any applicable law;
 - **(ii)** Suspicious or potentially fraudulent activity;
 - **(iii)** Risk management considerations;
 - **(iv)** Extended periods of inactivity; and
 - **(v)** Changes in VL F-NFT PLATFORM's operations or offerings.
- **(c)** In the event of position or Account closure:
 - **(i)** VL F-NFT PLATFORM will make reasonable efforts to close positions at the prevailing market rate; and
 - **(ii)** Resulting gains or losses will be credited to or debited from the User's Account.
- **(d)** The User acknowledges that:
 - **(i)** Market fluctuations may result in significant losses when positions are closed; and
 - **(ii)** VL F-NFT PLATFORM shall not be liable for losses resulting from Account or position closures.

7.6 Account Limitations and Restrictions

- **(a)** VL F-NFT PLATFORM retains the right to:
 - **(i)** Limit the number and types of Accounts a User may open or maintain; and
 - **(ii)** Impose restrictions on any Account, including but not limited to:
 - **(1)** Trading volume limits;
 - **(2)** Transaction frequency limits;
 - **(3)** Deposit or withdrawal limits;
 - **(4)** Restrictions on specific asset types or trading pairs; and
 - **(5)** Any other necessary restrictions.
- **(b)** Limitations and restrictions may be based on factors including:
 - **(i)** User verification level;
 - **(ii)** Account history and standing;
 - **(iii)** Regulatory requirements; and
 - **(iv)** Risk management considerations.
- **(c)** VL F-NFT PLATFORM may implement, modify, or remove Account limitations and restrictions at any time, with or without prior notice.

- **(d)** The User agrees to:
 - **(i)** Comply with any imposed limitations or restrictions; and
 - **(ii)** Refrain from attempting to circumvent such limitations or restrictions.
- **(e)** Violating Account limitations or restrictions may result in additional Account restrictions, suspension, or termination.

SECTION 8: ACCESS AND SECURITY

8.1 Platform Usage and Limitations

- **(a)** The VL F-NFT PLATFORM is designed to facilitate the transmission, receipt, and confirmation of order executions.
- **(b)** Platform operations are subject to:
 - **(i)** Prevailing market conditions;
 - **(ii)** Applicable rules and regulations; and
 - **(iii)** The terms of this Agreement.
- **(c)** Users acknowledge that:
 - **(i)** Market conditions may impact order execution;
 - **(ii)** VL F-NFT PLATFORM cannot guarantee that all orders will be executed as requested; and
 - **(iii)** Regulatory requirements may affect Platform functionality or availability in certain jurisdictions.

8.2 Access Grant and User Security Responsibilities

- **(a)** VL F-NFT PLATFORM grants Users access to the Platform, subject to this Agreement.
- **(b)** As a condition of this access, Users shall:
 - **(i)** Implement appropriate security measures to prevent unauthorized access;
 - **(ii)** Follow policies to secure their Account;
 - **(iii)** Ensure all devices used to access the Platform are secure and malware-free;
 - **(iv)** Not share Account credentials with third parties; and
 - **(v)** Immediately notify VL F-NFT PLATFORM of any suspected security breaches.
- **(c)** VL F-NFT PLATFORM reserves the right to:
 - **(i)** Suspend or terminate Platform access if a security breach is suspected; and
 - **(ii)** Require additional security measures from Users as necessary.

8.3 User Responsibility for Account Activity

- **(a)** The User is fully responsible for:
 - **(i)** All trades executed through their Account;
 - **(ii)** Any financial liability arising from such trades; and
 - **(iii)** Any activity within their Account, including those executed by unauthorized parties.
- **(b)** Users acknowledge that:
 - **(i)** They are best positioned to monitor and control access to their Account; and
 - **(ii)** VL F-NFT PLATFORM cannot distinguish between authorized and unauthorized use of credentials.
- **(c)** VL F-NFT PLATFORM shall not be liable for losses from unauthorized access, except where such access results from VL F-NFT PLATFORM's gross negligence or willful misconduct.

8.4 Account Monitoring and Notification Requirements

- **(a)** Users are responsible for regularly monitoring their Account(s).
- **(b)** Users must immediately notify VL F-NFT PLATFORM in writing if they become aware of any suspicious activity in their Account(s).

8.5 Account Credentials and Security

- **(a)** Upon opening an Account, Users shall:
 - **(i)** Set a unique username and strong password; and
 - **(ii)** Implement any additional security measures required, such as two-factor authentication.
- **(b)** Users are solely responsible for:
 - **(i)** Maintaining the confidentiality of Account credentials;
 - **(ii)** Ensuring credentials are not shared with or accessible to third parties; and
 - **(iii)** Taking steps to protect Account information from unauthorized access.
- **(c)** Users acknowledge and agree that:
 - **(i)** VL F-NFT PLATFORM will treat any access using registered credentials as authorized by the User; and
 - **(ii)** They are fully responsible for all Account activities, authorized or not.
- **(d)** VL F-NFT PLATFORM strongly recommends that Users:
 - **(i)** Use unique, complex passwords for their VL F-NFT PLATFORM Account;
 - **(ii)** Regularly change their password; and
 - **(iii)** Avoid reusing passwords across multiple services.

8.6 User Warranty and Responsibility for Account Security

- **(a)** Users represent and warrant that they will:
 - **(i)** Maintain sole control over their Account credentials; and
 - **(ii)** Implement security measures to protect their credentials from unauthorized access.
- **(b)** Users accept full responsibility for:
 - **(i)** All use of their Account;
 - **(ii)** Any transactions occurring within their Account; and
 - **(iii)** Any Account activity using their credentials, authorized or not.
- **(c)** This responsibility extends to:
 - **(i)** Accounts opened in their name; and
 - **(ii)** Any Account accessed with their credentials.

8.7 Lost, Compromised, or Potentially Compromised Credentials

- **(a)** Users must immediately notify VL F-NFT PLATFORM in writing if they:
 - **(i)** Misplace or lose their password or credentials;
 - **(ii)** Suspect unauthorized access; or
 - **(iii)** Detect any unauthorized activity.
- **(b)** Notifications should include:
 - **(i)** User's full name;
 - **(ii)** Email address associated with the Account; and
 - **(iii)** A description of the suspected issue or breach.
- **(c)** Upon notification, VL F-NFT PLATFORM will:
 - **(i)** Take reasonable steps to prevent further unauthorized access; and
 - **(ii)** Provide instructions for resetting credentials.
- **(d)** Users acknowledge that:
 - **(i)** VL F-NFT PLATFORM may temporarily suspend Account access pending resolution; and
 - **(ii)** They remain responsible for any unauthorized transactions that occurred prior to VL F-NFT PLATFORM's notification.

8.8 System Requirements and Platform Updates

- **(a)** Users are responsible for ensuring they have:
 - **(i)** A compatible computer, mobile device, or web browser; and
 - **(ii)** Necessary system specifications as outlined by VL F-NFT PLATFORM.

- **(b)** Users acknowledge that:
 - **(i)** VL F-NFT PLATFORM may upgrade the Platform to add, modify, or remove features;
 - **(ii)** Such upgrades may require system or software updates; and
 - **(iii)** Failure to maintain compatible systems may result in limited Platform access.
- **(c)** VL F-NFT PLATFORM will make reasonable efforts to:
 - **(i)** Provide advance notice of major upgrades; and
 - **(ii)** Maintain backward compatibility where feasible.
- **(d)** Users agree to:
 - **(i)** Regularly update their systems or software as required; and
 - **(ii)** Bear any associated costs.

8.9 Platform Availability and Limitation of Liability

- **(a)** While VL F-NFT PLATFORM aims to maintain high availability, it makes no guarantees regarding:
 - **(i)** Continuous, uninterrupted access; or
 - **(ii)** Availability of specific features or services.
- **(b)** Users acknowledge that Platform access may be affected by:
 - **(i)** Scheduled maintenance;
 - **(ii)** Unexpected technical issues; and
 - **(iii)** Factors outside VL F-NFT PLATFORM's control, such as internet issues or force majeure events.
- **(c)** To the fullest extent permitted by law, VL F-NFT PLATFORM shall not be liable for losses or damages due to:
 - **(i)** Inability to access the Platform;
 - **(ii)** Slowdowns or reduced functionality; or
 - **(iii)** Errors or malfunctions in transactions or platform execution.
- **(d)** VL F-NFT PLATFORM will make reasonable efforts to:
 - **(i)** Notify Users of scheduled maintenance in advance;
 - **(ii)** Minimize disruptions to access; and
 - **(iii)** Promptly address technical issues impacting availability.

SECTION 9: RISK ACCEPTANCE

9.1 No Guarantees for Transactions

- **(a)** The User acknowledges and understands that:
 - **(i)** Over-the-counter (OTC) transactions,
 - **(ii)** Other dealings in Assets on the Platform, and
 - **(iii)** Outcomes of OTC and other dealings are not guaranteed by VL F-NFT PLATFORM.
- **(b)** VL F-NFT PLATFORM does not:
 - **(i)** Guarantee the success of any transaction,
 - **(ii)** Ensure any specific outcome from using the Platform, or
 - **(iii)** Provide any assurance of profits or protection against losses.
- **(c)** All transactions and dealings are conducted at the User's own risk.

9.2 VL F-NFT PLATFORM's Right to Terminate or Close Transactions

- **(a)** VL F-NFT PLATFORM reserves the right to:
 - **(i)** Terminate any transaction,
 - **(ii)** Close any transaction, and
 - **(iii)** Take any necessary action with respect to transactions, at any time before the transaction's expiration or completion.
- **(b)** This right may be exercised:
 - **(i)** Without prior notice,
 - **(ii)** Without obligation to provide a reason, and
 - **(iii)** For reasons including risk management, regulatory compliance, or suspicion of illegal activity.
- **(c)** The User agrees that:
 - **(i)** This may result in financial losses, and
 - **(ii)** VL F-NFT PLATFORM is not liable for damages resulting from such terminations or closures.

9.3 No Representations Regarding Performance

- **(a)** VL F-NFT PLATFORM makes no representations or warranties about:
 - **(i)** Platform performance,
 - **(ii)** Asset performance, or
 - **(iii)** Financial results from trading.
- **(b)** The User acknowledges and agrees that:

- (i) Historical performance is not a predictor of future results,
 - (ii) Information on Asset performance is for informational purposes only, and
 - (iii) Asset values may be volatile and fluctuate significantly.
- (c) Users are solely responsible for:
 - (i) Conducting their own research, and
 - (ii) Making informed trading decisions.

9.4 User Acknowledgment and Acceptance of Risks

- (a) The User acknowledges and accepts:
 - (i) All risks associated with trading on the Platform,
 - (ii) Specific risks of OTC trading, and
 - (iii) The potential for complete loss of investment.
- (b) The User warrants that they are:
 - (i) Willing to assume these risks,
 - (ii) Financially able to bear potential losses, and
 - (iii) Capable of understanding the risks involved in Asset trading.
- (c) The User agrees that:
 - (i) No profit guarantees exist,
 - (ii) There is no assurance against loss, and
 - (iii) Past performance does not guarantee future results.

9.5 Absence of Guarantees or Representations

- (a) The User confirms that they have received no guarantees of profit or success from:
 - (i) VL F-NFT PLATFORM,
 - (ii) Representatives of VL F-NFT PLATFORM, or
 - (iii) Introducing agents or associated entities.
- (b) The User affirms that they did not enter into this Agreement:
 - (i) Based on any guarantees of profit or success, or
 - (ii) In reliance on any representations of profit or success.
- (c) The User understands that:
 - (i) Statements about the Platform or Assets are opinions only, and
 - (ii) They are solely responsible for their decision to enter this Agreement and use the Platform.

9.6 Custodial and Self-Custodial Options

- **(a)** VL F-NFT PLATFORM provides two asset holding options:
 - **(i)** Custodial service, where VL F-NFT PLATFORM holds assets on behalf of the User, and
 - **(ii)** Self-custodial service, where the User manages their own assets.
- **(b)** Users may choose to:
 - **(i)** Use VL F-NFT PLATFORM's custodial service, or
 - **(ii)** Manage their own assets through self-custody.
- **(c)** By opting for self-custody, the User agrees to:
 - **(i)** Take full responsibility for managing, securing, and protecting their assets, and
 - **(ii)** Bear all risks associated with self-custody, including those in Section 9.7.
- **(d)** The User accepts that any loss, damage, or mismanagement of self-custodied assets is solely at their own risk.

9.7 Risks Associated with Self-Custody

Potential risks of self-custody include:

- **(a) Loss of Private Keys:** If the User loses private keys, asset recovery is impossible.
- **(b) Theft or Unauthorized Access:** If compromised, assets may be permanently lost.
- **(c) Incorrect Transactions:** Mistakes in addresses or amounts are irreversible.
- **(d) Technical Failures:** Software bugs or system issues could lead to asset loss.
- **(e) Human Error:** Mistakes in managing the wallet or keys can result in lost access.
- **(f) No Recovery Options:** Unlike custodial services, self-custody has no recovery mechanisms for lost or stolen assets.

9.8 Custodial Service and Self-Custody Acknowledgment

- **(a)** If the User selects custodial service:
 - **(i)** VL F-NFT PLATFORM will manage the security and storage of the User's assets in accordance with custodial terms.
- **(b)** If the User opts for self-custody, they acknowledge that VL F-NFT PLATFORM:
 - **(i)** Will not assist in recovering lost assets,
 - **(ii)** Will not manage or secure keys or the User's wallet, and
 - **(iii)** Bears no responsibility for self-custody risks.
- **(c)** The User acknowledges that all self-custody risks are solely borne by them.

9.9 Liability Disclaimer for Self-Custody

- **(a)** By choosing self-custody, the User acknowledges that VL F-NFT PLATFORM:
 - **(i)** Bears no responsibility for any loss, theft, or mismanagement of assets, and
 - **(ii)** Will not be involved in any incidents resulting from self-custody.
- **(b)** The User agrees that they are responsible for:
 - **(i)** Safeguarding private keys,
 - **(ii)** Securing their wallet, and
 - **(iii)** Maintaining necessary security measures.
- **(c)** Damages, financial losses, or mismanagement in self-custody are solely the User's liability.
- **(d)** VL F-NFT PLATFORM expressly disclaims liability for:
 - **(i)** Errors, omissions, or negligence by the User in managing self-custodial assets, and
 - **(ii)** Consequences from the User's decision to use self-custody.
- **(e)** Users are encouraged to:
 - **(i)** Seek professional advice before opting for self-custody, and
 - **(ii)** Take robust security measures for self-custodial assets.

9.10 Risks and Liability of VL F-NFT PLATFORM Custodial Services

- **(a)** Users who opt for custodial services acknowledge and agree that:
 - **(i)** VL F-NFT PLATFORM will act as a custodian of the User's assets but does not guarantee the absolute security or liquidity of such assets,
 - **(ii)** The custody of assets is subject to regulatory requirements and external risks beyond the control of VL F-NFT PLATFORM, including but not limited to security breaches, insolvency risks, and counterparty failures.
- **(b)** VL F-NFT PLATFORM is not liable for:
 - **(i)** Losses resulting from force majeure events, regulatory actions, or third-party service provider failures,
 - **(ii)** Temporary restrictions on withdrawals due to liquidity constraints or compliance obligations,
 - **(iii)** Any loss arising from cyber-attacks or unauthorized access, unless directly caused by gross negligence or willful misconduct by VL F-NFT PLATFORM.
- **(c)** VL F-NFT PLATFORM may:
 - **(i)** Hold assets in pooled accounts with other Users, subject to best-practice security and record-keeping standards,
 - **(ii)** Use third-party custodians for asset storage, provided that such third parties adhere to regulatory standards.

- **(d)** Users acknowledge that custodial services are provided "as is" and agree to:
 - **(i)** Indemnify VL F-NFT PLATFORM against any claims related to custodial asset losses not arising from gross negligence or fraud,
 - **(ii)** Regularly review custodial asset statements and report discrepancies immediately.
- **(e)** VL F-NFT PLATFORM is not responsible for any losses, damages, or liabilities resulting from the misuse of custodial services by the User, including but not limited to unauthorized transactions, sharing of access credentials, or failure to follow platform security guidelines. Users accept full responsibility for any consequences arising from their negligence or improper use of the custodial services.

By opting for custodial services, Users accept the inherent risks and limitations outlined above.

SECTION 10: ELECTRONIC TRADING

10.1 Acknowledgment of Electronic Trading Risks

- **(a)** The User acknowledges that:
 - **(i)** All over-the-counter (OTC) trading on the Platform is conducted electronically, and
 - **(ii)** Electronic trading involves risks, including:
 - **(1)** Hardware failures,
 - **(2)** Software malfunctions,
 - **(3)** Internet connectivity issues,
 - **(4)** Data transmission errors,
 - **(5)** Order execution delays, and
 - **(6)** Unauthorized access to User accounts.
- **(b)** The User understands that:
 - **(i)** These risks are inherent to electronic trading, and
 - **(ii)** They may lead to financial losses or inability to execute trades.
- **(c)** By using the Platform, the User assumes responsibility for these risks and any resulting consequences.
- **(d)** The User acknowledges that VL F-NFT PLATFORM cannot guarantee:
 - **(i)** Continuous, uninterrupted access to the Platform,
 - **(ii)** Absence of system failures or errors, and
 - **(iii)** Exact execution of all trades as requested.
- **(e)** The User agrees to implement risk management strategies, including:
 - **(i)** Using stop-loss orders where available,

- (ii) Monitoring open positions regularly, and
- (iii) Not committing more capital than they can afford to lose.

10.2 Use of Current Platform Version

- (a) VL F-NFT PLATFORM is not liable for losses incurred from:
 - (i) Using an outdated Platform version, or
 - (ii) Using any version other than the current version available on the official website.
- (b) Users are responsible for:
 - (i) Ensuring they use the most current Platform version,
 - (ii) Checking the website regularly for updates, and
 - (iii) Promptly installing updates as they become available.
- (c) VL F-NFT PLATFORM reserves the right to:
 - (i) Discontinue support for older versions, and
 - (ii) Require Users to upgrade to access the Platform.

10.3 Placement of Trading Instructions

- (a) Unless specified otherwise, all trading instructions must be placed electronically through the Platform.
- (b) The User agrees that:
 - (i) Electronic instructions are the primary method of order placement,
 - (ii) Alternative methods may be provided at VL F-NFT PLATFORM's discretion and may incur additional terms or fees.
- (c) VL F-NFT PLATFORM reserves the right to:
 - (i) Reject instructions not placed through designated channels, and
 - (ii) Require verification for instructions placed non-electronically.

10.4 Automated Order Entry and Irrevocability of Instructions

- (a) The Platform's automated order entry system transmits User instructions immediately upon:
 - (i) Entering the notional amount, and
 - (ii) Clicking "Buy/Sell" or confirming the order.
- (b) The User acknowledges that:
 - (i) All instructions are irrevocable,
 - (ii) There is no confirmation step after order confirmation, and

- (iii) Market orders cannot be canceled once confirmed.
- (c) The User understands that:
 - (i) The immediacy of order transmission may result in unintended transactions, and
 - (ii) VL F-NFT PLATFORM is not liable for losses from inaccurate or unintended transactions.

10.5 System Failures and Order Execution

- (a) The User acknowledges that system failures or delays may occur with electronic trading.
- (b) Such issues may result in:
 - (i) Orders not executing as instructed,
 - (ii) Orders executing at different prices or times than intended, or
 - (iii) Orders not executing at all.
- (c) The User agrees that:
 - (i) VL F-NFT PLATFORM is not liable for losses due to system failures or delays,
 - (ii) The User is responsible for monitoring order and position status, and
 - (iii) They should contact customer support if system issues arise.
- (d) VL F-NFT PLATFORM will make reasonable efforts to:
 - (i) Maintain system stability,
 - (ii) Notify Users of significant issues or planned maintenance, and
 - (iii) Assist in resolving order-related issues from system failures.

10.6 Platform Risks and System Failures

- (a) VL F-NFT PLATFORM provides Platform access for OTC transactions.
- (b) The User acknowledges that using the Platform involves risks, including:
 - (i) Service interruptions,
 - (ii) System failures,
 - (iii) Communication issues,
 - (iv) Delays, and
 - (v) Errors in design or functionality.
- (c) System Failures may result in:
 - (i) Substantial financial losses,
 - (ii) Unexpected expenses, and

- **(iii)** Potential liabilities.
- **(d)** The User agrees to:
 - **(i)** Accept all risks associated with Platform use,
 - **(ii)** Hold VL F-NFT PLATFORM harmless from damages or liabilities due to System Failures, and
 - **(iii)** Implement risk management strategies when trading.
- **(e)** VL F-NFT PLATFORM will make reasonable efforts to:
 - **(i)** Minimize System Failures,
 - **(ii)** Address System Failures promptly, and
 - **(iii)** Communicate significant issues to Users.

10.7 Disclaimer of Warranties

- **(a)** VL F-NFT PLATFORM disclaims all warranties, express or implied, regarding the Platform, including warranties related to:
 - **(i)** Platform components,
 - **(ii)** Design and functionality,
 - **(iii)** Title, and
 - **(iv)** Non-infringement.
- **(b)** VL F-NFT PLATFORM specifically disclaims:
 - **(i)** Any warranty of uninterrupted operation,
 - **(ii)** Any warranty of error-free performance, and
 - **(iii)** Any implied warranty not explicitly stated in this Agreement.
- **(c)** The User acknowledges that:
 - **(i)** The Platform is provided “as is” and “as available,”
 - **(ii)** Use of the Platform is at the User’s risk, and
 - **(iii)** VL F-NFT PLATFORM is not liable for losses from reliance on Platform functionality.

10.8 No Duty to Inform of Platform Changes or Risks

- **(a)** VL F-NFT PLATFORM has no obligation to inform Users about:
 - **(i)** Platform modifications or discontinuations,
 - **(ii)** Changes to Platform features or functionality, or
 - **(iii)** Specific risks inherent in the Platform.
- **(b)** The User agrees that:

- (i) They are responsible for staying informed about Platform functionality,
 - (ii) They should review Platform documentation and notices regularly, and
 - (iii) They should assess the Platform's suitability for their trading needs.
- (c) At its discretion, VL F-NFT PLATFORM may:
 - (i) Notify Users of significant changes,
 - (ii) Issue warnings on identified risks, and
 - (iii) Offer guidance on new or modified features.

10.9 User Identification and Authentication

- (a) VL F-NFT PLATFORM may accept the following as identification for instructions:
 - (i) Correct password for electronic instructions,
 - (ii) User's signature for written instructions, and
 - (iii) Phone PIN-code for oral instructions.
- (b) VL F-NFT PLATFORM reserves the right to:
 - (i) Add authentication methods,
 - (ii) Require multi-factor authentication, and
 - (iii) Reject instructions if identification authenticity is in question.
- (c) VL F-NFT PLATFORM may conduct additional examinations of User identification.
- (d) The User is responsible for securing their identification credentials and will be liable for any losses from unauthorized use.
- (e) The User must immediately notify VL F-NFT PLATFORM if they suspect unauthorized access.

10.10 Limitation of Liability for Fraudulent Activities

- (a) VL F-NFT PLATFORM is not liable for failure to detect:
 - (i) Third-party fraud,
 - (ii) Misrepresentations, or
 - (iii) Unauthorized use of the Platform.
- (b) The User acknowledges that:
 - (i) Fraud detection systems are not infallible, and
 - (ii) Responsibility for account security primarily rests with the User.
- (c) While VL F-NFT PLATFORM will attempt to prevent fraud, it cannot guarantee the prevention of unauthorized activities.
- (d) VL F-NFT PLATFORM reserves the right to:

- (i) Investigate suspicious activities,
 - (ii) Freeze accounts if fraud is suspected, and
 - (iii) Reverse unauthorized transactions.
- (e) Users agree to cooperate fully in investigations and understand they may incur fees for investigation and reversal processes.

SECTION 11: RECORDING OF COMMUNICATIONS

11.1 Recording of Communications

- (a) The User consents to VL F-NFT PLATFORM recording and retaining:
 - (i) All electronic communications, including emails and chat messages,
 - (ii) All telephone or VoIP conversations, and
 - (iii) In-person meetings, between the User and VL F-NFT PLATFORM representatives.
- (b) The User acknowledges that:
 - (i) This consent is required to use VL F-NFT PLATFORM services,
 - (ii) This consent aligns with VL F-NFT PLATFORM's Privacy Policy, and
 - (iii) Recordings may occur with or without a warning tone.
- (c) Recordings will be retained as per legal requirements.
- (d) The User may withdraw consent by written notice, understanding this may affect service availability.

11.2 Use of Recorded Communications

- (a) VL F-NFT PLATFORM may use and disclose recorded communications:
 - (i) As evidence in disputes,
 - (ii) In legal or regulatory proceedings,
 - (iii) To meet regulatory obligations, and
 - (iv) For internal training and quality assurance.
- (b) VL F-NFT PLATFORM may disclose these records to:
 - (i) Courts,
 - (ii) Regulatory authorities,
 - (iii) Law enforcement, and
 - (iv) Other third parties as required by law.
- (c) Such disclosures may occur without additional notice to the User.

- **(d)** VL F-NFT PLATFORM will take reasonable steps to maintain confidentiality, except where disclosure is required.

11.3 Limitations of Recording and Record Retention

- **(a)** The User acknowledges that:
 - **(i)** Not all conversations may be recorded due to technical limitations, and
 - **(ii)** Some recordings may be of poor quality.
- **(b)** VL F-NFT PLATFORM reserves the right to:
 - **(i)** Destroy records according to its business practices,
 - **(ii)** Decide on storage method and duration, and
 - **(iii)** Modify recording practices at any time.
- **(c)** The User should not rely on the availability of records.
- **(d)** VL F-NFT PLATFORM is not liable for losses resulting from unavailable recordings or record destruction.

11.4 Delivery of Communications

- **(a)** Communications from VL F-NFT PLATFORM are valid if sent to:
 - **(i)** The User's latest postal address,
 - **(ii)** The User's latest email address,
 - **(iii)** The User's system mailbox on the Platform, or
 - **(iv)** Any other agreed communication method.
- **(b)** The User is responsible for:
 - **(i)** Ensuring contact information is current, and
 - **(ii)** Regularly checking all communication channels.
- **(c)** Communications are deemed received:
 - **(i)** Postal mail: 5 business days after sending,
 - **(ii)** Email and electronic communications: 24 hours after sending, and
 - **(iii)** System mailbox messages: immediately upon posting.
- **(d)** VL F-NFT PLATFORM may choose the communication method it deems appropriate.

11.5 Delivery Failure and Responsibility

- **(a)** VL F-NFT PLATFORM is not responsible for delivery failures due to:
 - **(i)** Use of the User's latest provided contact details,
 - **(ii)** Technical issues beyond its control, or
 - **(iii)** The User's failure to maintain accurate contact information.

- **(b)** The User agrees to bear consequences from failure to receive communications due to outdated information.

11.6 Risks of Electronic Communication

- **(a)** The User acknowledges that electronic communication carries risks, including:
 - **(i)** Message loss,
 - **(ii)** Transmission delays,
 - **(iii)** Misunderstandings from unclear communications,
 - **(iv)** Transmission errors,
 - **(v)** Message distortion, and
 - **(vi)** Unauthorized access or manipulation.
- **(b)** The User accepts responsibility for these risks.
- **(c)** VL F-NFT PLATFORM is not liable for losses due to these risks, except in cases of gross negligence or willful misconduct.
- **(d)** The User is advised to:
 - **(i)** Use secure connections for sensitive communications,
 - **(ii)** Verify important communications through alternative channels, and
 - **(iii)** Use security measures on devices.

11.7 Changes to Agreements and Policies

- **(a)** VL F-NFT PLATFORM may amend agreements, trading terms, and policies.
- **(b)** Changes will be notified through:
 - **(i)** Website publication, or
 - **(ii)** Notification to the User's contact information.
- **(c)** For retail clients, VL F-NFT PLATFORM will provide at least 14 days' notice before changes.
- **(d)** For other Users, changes may take effect immediately unless specified.
- **(e)** The User is responsible for:
 - **(i)** Regularly checking the website for updates, and
 - **(ii)** Keeping contact information current.
- **(f)** Continued service use after notification indicates acceptance of changes.

11.8 Electronic Statements and Confirmations

- **(a)** The User consents to electronic delivery of:
 - **(i)** Monthly account statements,

- (ii) Trade confirmations,
 - (iii) Statements of positions, and
 - (iv) Other account-related documents.
- (b) This consent complies with the Privacy Policy.
- (c) The User agrees that:
 - (i) Electronic delivery is the primary communication method,
 - (ii) Paper copies may be requested, potentially with additional fees, and
 - (iii) They are responsible for maintaining a valid email address and reviewing communications.
- (d) The User may withdraw consent for electronic delivery by written notice, understanding that:
 - (i) This may impact certain services, and
 - (ii) Fees may apply for paper document delivery.

11.9 User Notices to VL F-NFT PLATFORM

- (a) User notices to VL F-NFT PLATFORM should be sent via:
 - (i) Postal mail to the address on the website, or
 - (ii) Email to the designated email address on the website.
- (b) The User is responsible for:
 - (i) Sending notices to the correct address, and
 - (ii) Retaining proof of sending.
- (c) Notices are deemed received:
 - (i) Postal mail: 5 business days after sending, and
 - (ii) Email: 24 hours after sending unless a delivery failure notification is received.
- (d) VL F-NFT PLATFORM may specify required delivery methods for certain notices.

11.10 Risks of Electronic Communication and Order Placement

- (a) The User acknowledges that electronic communications and order placements involve:
 - (i) Data transmission over the Internet, which is unencrypted and public, and
 - (ii) Associated risks, including unauthorized access and modification.
- (b) These risks include:
 - (i) Unauthorized data or Account access,
 - (ii) Communication interception or modification,

- (iii) Delays in transmission or execution,
 - (iv) Communication malfunctions, and
 - (v) Data corruption or loss.
- (c) The User agrees to:
 - (i) Accept risks of electronic communication,
 - (ii) Implement device and network security, and
 - (iii) Verify important orders through alternative channels.

11.11 Limitation of Liability for Electronic Communication Risks

- (a) The User agrees that all electronic communication risks are borne solely by them.
- (b) VL F-NFT PLATFORM assumes no liability for:
 - (i) Internet transmission risks,
 - (ii) Risks listed in Section 11.10, or
 - (iii) The User's failure to implement security measures.
- (c) This limitation applies to all damages, including:
 - (i) Direct financial losses,
 - (ii) Loss of business opportunities,
 - (iii) Hardware or software damage, and
 - (iv) Data loss or corruption.
- (d) Notwithstanding this, VL F-NFT PLATFORM's liability is not limited for:
 - (i) Gross negligence,
 - (ii) Willful misconduct, or
 - (iii) Limitations prohibited by law.
- (e) The User agrees that this limitation reflects the risks of electronic communication and online trading.

Revised Chapter Twelve: Trading Rules

SECTION 12: TRADING RULES

12.1 Order Placement

- (a) The User may place orders to buy and sell Assets on the Platform, subject to:
 - (i) The terms of this Agreement,
 - (ii) Any applicable policies notified by VL F-NFT PLATFORM, and

- (iii) Restrictions or limitations imposed on the User's account.
- (b) VL F-NFT PLATFORM reserves the right to:
 - (i) Modify the types of Assets available for trading,
 - (ii) Impose limits on order sizes, frequencies, or total positions, and
 - (iii) Restrict trading in certain Assets based on location, account type, or other factors.
- (c) The User acknowledges that:
 - (i) Not all Assets may be available for trading at all times, and
 - (ii) VL F-NFT PLATFORM may suspend or remove Assets from trading without prior notice.

12.2 Authorization for Order Execution

- (a) By placing an order, the User authorizes VL F-NFT PLATFORM to:
 - (i) Execute OTC trades on their behalf,
 - (ii) Settle such trades, and
 - (iii) Take necessary actions to complete transactions.
- (b) The User acknowledges that:
 - (i) All trades are executed at their own risk,
 - (ii) VL F-NFT PLATFORM will act according to instructions entered on the Platform, and
 - (iii) Orders may not be canceled or modified once placed.
- (c) The User is solely responsible for:
 - (i) Accuracy of all order details entered, and
 - (ii) Maintaining sufficient funds or Assets to cover trades and associated fees.

12.3 Independent Decision Making

- (a) For each transaction on the Platform, the User confirms that:
 - (i) All transaction decisions are made independently,
 - (ii) They have not relied on representations or advice from VL F-NFT PLATFORM, and
 - (iii) The transaction complies with this Agreement and applicable laws.
- (b) The User acknowledges that:
 - (i) VL F-NFT PLATFORM does not provide investment advice,
 - (ii) Information provided by VL F-NFT PLATFORM is for informational purposes only, and

- (iii) They are responsible for assessing transaction suitability.
- (c) The User warrants that they possess the knowledge, market sophistication, and experience to evaluate transaction risks independently.

12.4 Irrevocability of Trading Instructions and Platform Use

- (a) Unless explicitly permitted by VL F-NFT PLATFORM:
 - (i) Trading instructions sent via the Platform are irrevocable, and
 - (ii) An instruction is binding upon electronic confirmation by VL F-NFT PLATFORM.
- (b) The User agrees that:
 - (i) All transactions must be performed online through the Platform, and
 - (ii) VL F-NFT PLATFORM is not obligated to accept orders placed by other means.
- (c) The User understands that system failures or technical issues may result in:
 - (i) Failure to execute orders as instructed,
 - (ii) Complete failure to execute, or
 - (iii) Delays in execution or confirmation.
- (d) VL F-NFT PLATFORM is not liable for losses or damages due to:
 - (i) Irrevocability of trading instructions,
 - (ii) System failures or technical issues, or
 - (iii) The User's inability to cancel or modify orders once placed.

12.5 Unauthorized Activities and VL F-NFT PLATFORM's Countermeasures

- (a) If VL F-NFT PLATFORM determines that the User has engaged in Unauthorized Activity, it may take one or more of the following actions:
 - (i) Withdraw trading profits gained through Unauthorized Activity,
 - (ii) Block or suspend the User's Account without prior notice,
 - (iii) Limit access to certain Account types, instruments, or strategies,
 - (iv) Terminate the relationship with the User, with or without notice,
 - (v) Reverse or cancel transactions associated with Unauthorized Activity, and
 - (vi) Report the activity to regulatory or law enforcement authorities.
- (b) The User agrees that:
 - (i) VL F-NFT PLATFORM's determination of Unauthorized Activity is final,
 - (ii) VL F-NFT PLATFORM is not required to provide explanations for its actions, and

- **(iii)** VL F-NFT PLATFORM may take these actions without prior warning.
- **(c)** The User is liable for any losses, damages, or costs incurred by VL F-NFT PLATFORM due to Unauthorized Activity, including:
 - **(i)** Regulatory fines or penalties,
 - **(ii)** Legal fees, and
 - **(iii)** Compensation to affected users.
- **(d)** VL F-NFT PLATFORM reserves the right to publicize information about Unauthorized Activities (without identifying users) for educational or deterrent purposes.

12.6 VL F-NFT PLATFORM's Discretion in Accepting and Executing Instructions

- **(a)** VL F-NFT PLATFORM reserves the right, at its sole discretion, to:
 - **(i)** Refuse any User instructions related to OTC trades or Asset dealings,
 - **(ii)** Delay execution of instructions,
 - **(iii)** Impose conditions on instructions, or
 - **(iv)** Refuse to execute instructions.
- **(b)** Circumstances for exercising this discretion include:
 - **(i)** Suspected market abuse or manipulation,
 - **(ii)** Unusual market conditions or volatility,
 - **(iii)** Regulatory concerns or requirements,
 - **(iv)** Risk management considerations,
 - **(v)** Incomplete or unclear User instructions,
 - **(vi)** Insufficient funds or Assets in the User's account, or
 - **(vii)** Technical issues with the Platform.
- **(c)** The User agrees that:
 - **(i)** VL F-NFT PLATFORM is not obligated to explain refusal, delay, or conditions for executing instructions,
 - **(ii)** VL F-NFT PLATFORM is not liable for losses, damages, or missed opportunities resulting from refusal or delayed execution, and
 - **(iii)** The User is responsible for monitoring the status of their instructions and accounts.
- **(d)** If VL F-NFT PLATFORM refuses to accept or execute an instruction, it will make reasonable efforts to notify the User promptly, though failure to do so will not affect the validity of the decision.

SECTION 13: PRICE INFORMATION AND QUOTATIONS

13.1 Provision of Price Quotations

- (a) VL F-NFT PLATFORM provides price quotations on the Platform upon the User's request to buy or sell in OTC transactions.
- (b) Each price quotation is specific to:
 - (i) A particular transaction,
 - (ii) A specific User,
 - (iii) A specified value date, and
 - (iv) A specified product.

13.2 Transparency of Quotations

- (a) Price quotations are presented clearly and transparently to the User.
- (b) Fees are calculated and displayed separately from the terms of the OTC transaction.

13.3 Market Information and Conflicts of Interest

- (a) The User acknowledges that market information provided by VL F-NFT PLATFORM may relate to OTC or other products in which VL F-NFT PLATFORM or its affiliates, officers, directors, associates, members, or representatives may hold a position or trading interest.
- (b) VL F-NFT PLATFORM is not obligated to disclose its own commercial interests to the User.
- (c) The User agrees to make independent decisions regarding any transaction and not to rely solely on information provided by VL F-NFT PLATFORM.

13.4 Tax Implications

- (a) The User acknowledges that VL F-NFT PLATFORM makes no representations concerning the tax implications or treatment of any transactions conducted on the Platform.
- (b) The User is solely responsible for assessing and meeting any tax obligations arising from their use of the Platform or any transactions conducted thereon.

SECTION 14: ORDER EXECUTION

14.1 Order Filling Process

- (a) All orders are filled progressively by other Users at the price set by the User, following the terms of this Agreement and Platform functionality.
- (b) VL F-NFT PLATFORM does not guarantee that all orders will be filled, as fulfillment depends on market conditions and other Users' actions.

14.2 Trade Execution

- (a) When initiating a trade, the User ("Maker") sets a price to buy or sell Assets.

- **(b)** Once a Buyer or Seller ("Taker") accepts the trade, the transaction executes immediately without further confirmation from the Maker.
- **(c)** The User acknowledges that they cannot confirm or reject a trade once accepted by a Taker.

14.3 Cancellation of Transactions or Orders

- **(a)** VL F-NFT PLATFORM reserves the right, at its discretion, to cancel and delete any transaction or pending order.
- **(b)** VL F-NFT PLATFORM may exercise this right with or without prior notice to the User.
- **(c)** The User acknowledges that such cancellations may occur and waives any claims for losses or damages arising from these cancellations.

14.4 Changes to Charges and Account Closure

- **(a)** VL F-NFT PLATFORM reserves the right, in its sole discretion, to:
 - **(i)** Change any Charges associated with the Platform or its services, and
 - **(ii)** Close any User Account.
- **(b)** These actions may be taken at any time, with or without prior notice to the User.
- **(c)** Continued use of the Platform after any changes to Charges constitutes acceptance of those changes by the User.

14.5 Execution of Orders

- **(a)** The User understands and agrees that:
 - **(i)** All orders are executed exclusively on the Platform, and
 - **(ii)** All order executions are subject to Platform terms as outlined in this Agreement and any additional published terms.
- **(b)** The User acknowledges they have read, understood, and agree to all terms governing order execution on the Platform.

14.6 Order Execution Rules

VL F-NFT PLATFORM executes orders on the Platform according to the following rules:

- **(a)** The Maker sets the transaction volume and price.
- **(b)** The Taker may accept the price for all or part of the transaction volume.
- **(c)** Upon the Taker's acceptance of the Maker's price and volume, the Platform immediately and irrevocably settles the transaction.
- **(d)** The Maker has no opportunity to review or cancel the transaction after the Taker's acceptance ("no second look").
- **(e)** The Platform does not use a matching engine; all trades occur directly between Users.

- **(f)** The User acknowledges and accepts these rules as governing all transactions on the Platform.

14.7 Finality of Transactions

- **(a)** All actions and trades completed on the Platform are final and binding upon the User.
- **(b)** The finality of these transactions does not prejudice any rights or remedies available to VL F-NFT PLATFORM under this Agreement or applicable law.
- **(c)** The User waives any right to dispute or attempt to reverse a completed transaction, except in cases of proven Platform malfunction or fraud by VL F-NFT PLATFORM.

14.8 User Responsibility for Losses

- **(a)** The User accepts full responsibility and liability for any losses arising from:
 - **(i)** Errors in placing or executing an order,
 - **(ii)** Failure to execute an order, and
 - **(iii)** Incorrect application of an order or transaction on the Platform.
- **(b)** The User agrees to indemnify and hold VL F-NFT PLATFORM harmless from any claims, damages, or losses resulting from these circumstances.
- **(c)** This responsibility does not apply in cases of gross negligence or willful misconduct by VL F-NFT PLATFORM.

14.9 Platform Performance and Limitations

- **(a)** VL F-NFT PLATFORM does not guarantee uninterrupted Platform operation and acknowledges that delays, errors, or adverse events may occur. These may include:
 - **(i)** Transactions at incorrect prices due to misquoted third-party price feeds or technical faults,
 - **(ii)** Delays from internet connectivity issues, and
 - **(iii)** Positions opened or closed based on outdated prices, potentially resulting in inaccurate profits or losses.
- **(b)** The User acknowledges these potential limitations of the Platform.
- **(c)** VL F-NFT PLATFORM is not liable for losses, damages, or missed opportunities arising from these events, except in cases of gross negligence or willful misconduct.
- **(d)** The User agrees to monitor their account and report suspected errors or discrepancies promptly to VL F-NFT PLATFORM.

14.10 Acknowledgment of Platform Limitations

- **(a)** The User acknowledges that the delays, errors, and events described in Section 14.9 may affect:
 - **(i)** Their transactions, and
 - **(ii)** VL F-NFT PLATFORM's business operations.

- **(b)** The User agrees that such impacts may persist despite VL F-NFT PLATFORM's efforts to rectify the situation, which may include:
 - **(i)** Correcting deal entry prices, and
 - **(ii)** Adjusting exit prices to reflect accurate market rates at the transaction time.
- **(c)** The User waives any right to claim damages or compensation for losses or missed opportunities resulting from these events, except in cases of gross negligence or willful misconduct by VL F-NFT PLATFORM.
- **(d)** VL F-NFT PLATFORM reserves the right to cancel, reverse, or adjust any transaction affected by these events to maintain Platform integrity and fairness to all users.

SECTION 15: APPROVAL OF VL F-NFT PLATFORM NOTICES AND STATEMENTS

15.1 Objections to Order Confirmations and Account Statements

- **(a)** The User must promptly raise any objections to an order confirmation report or account statement upon receipt.
- **(b)** In addition to immediate notification, the User must confirm the objection in writing (via email or mail) to VL F-NFT PLATFORM.
- **(c)** Written objections must be received by VL F-NFT PLATFORM no later than three (3) business days from the date the order confirmation or account statement was delivered to the User.
- **(d)** Failure to object within this timeframe constitutes acceptance of the order confirmation or account statement as accurate and binding.

15.2 Submission of Written Objections

- **(a)** The User shall send written objections to the most recent contact address or email indicated on the VL F-NFT PLATFORM website.
- **(b)** Objections are deemed received by VL F-NFT PLATFORM only if:
 - **(i)** Delivered to the physical address provided, or
 - **(ii)** Sent via email with a delivery and read receipt requested and received.
- **(c)** The User is responsible for ensuring objections are sent to the correct address and for obtaining proof of delivery.
- **(d)** VL F-NFT PLATFORM is not responsible for objections sent to outdated or incorrect addresses.

15.3 Non-Receipt of Regular Communications

- **(a)** The User shall notify VL F-NFT PLATFORM immediately if they fail to receive expected regular communications, including:
 - **(i)** Order confirmations,
 - **(ii)** Account statements, and

- (iii) Other routine communications or mail.
- (b) This notification must be made no later than five (5) business days after the expected date of receipt.
- (c) The User acknowledges that failure to promptly report non-receipt may limit VL F-NFT PLATFORM's ability to address related issues.
- (d) VL F-NFT PLATFORM is not liable for losses or damages resulting from the User's failure to receive or timely report non-receipt of communications.

15.4 Deemed Approval of Communications

- (a) In the absence of a timely objection or dispute as outlined in Sections 15.1 and 15.3, the following shall be deemed acknowledged, accepted, and approved by the User:
 - (i) Order confirmations,
 - (ii) Account statements, and
 - (iii) Any notice or communication from VL F-NFT PLATFORM.
- (b) Such deemed approval is final and binding on the User.
- (c) The User waives any right to future disputes or claims regarding any communication that was not objected to in a timely manner.
- (d) This provision does not prevent VL F-NFT PLATFORM from correcting clear clerical or mathematical errors, at its discretion.

SECTION 16: GENERAL DISPUTES AND COMPLAINTS

16.1 Scope of Dispute Resolution

- (a) This clause applies, without limitation, to:
 - (i) Trading Rules,
 - (ii) Provisions for order execution and trading errors, and
 - (iii) All other provisions in this Agreement.
- (b) The dispute resolution process outlined in this section is the exclusive method for resolving any disputes between the User and VL F-NFT PLATFORM.
- (c) The User agrees to follow this process before initiating any legal action against VL F-NFT PLATFORM.

16.2 Timeframe for Dispute Notification

- (a) The User must notify VL F-NFT PLATFORM of any dispute, objection, or complaint within two (2) business days of its occurrence.
- (b) Notification must be made in accordance with the notice provisions of this Agreement.

- **(c)** Failure to provide notice within the specified timeframe shall constitute acceptance of the circumstances by the User.
- **(d)** The User waives any right to dispute or claim regarding any matter not objected to within the specified timeframe.

16.3 Cancellation of Transactions or Orders

- **(a)** VL F-NFT PLATFORM reserves the right, in its sole discretion, to cancel and delete any transaction or pending order.
- **(b)** VL F-NFT PLATFORM may exercise this right with or without prior notice to the User.
- **(c)** The User acknowledges and accepts that such cancellations may occur and waives any claims for resulting losses or damages.

16.4 Required Information for Complaints

The User's complaint notice must include:

- **(a)** Full name of the User,
- **(b)** User's Account number,
- **(c)** Detailed description of the dispute, including:
 - **(i)** Timing of the disputed event,
 - **(ii)** Relevant reference numbers or order/position identifiers,
 - **(iii)** Comprehensive description of circumstances leading to the dispute, and
 - **(iv)** Any supporting documentation or evidence.
- **(d)** VL F-NFT PLATFORM may request additional information if the initial complaint is incomplete.
- **(e)** Failure to provide complete information may result in delayed resolution or dismissal of the complaint.

16.5 Alternative Withdrawal Methods

- **(a)** VL F-NFT PLATFORM reserves the right to execute withdrawals using a payment method different from the original deposit method if necessary for:
 - **(i)** Legal compliance,
 - **(ii)** Regulatory compliance,
 - **(iii)** Risk management, or
 - **(iv)** Operational efficiency.
- **(b)** In such cases, VL F-NFT PLATFORM will:
 - **(i)** Inform the User of the alternative method,
 - **(ii)** Provide a reason for using the alternative method, and

- (iii) Ensure that no additional costs are incurred by the User unless unavoidable and disclosed in advance.
- (c) The User agrees to cooperate with any verification procedures required when using an alternative withdrawal method.

16.6 VL F-NFT PLATFORM's Discretion in Complaint Resolution

- (a) VL F-NFT PLATFORM reserves the right, in its sole discretion, to resolve any complaint as it deems appropriate, which may include:
 - (i) Crediting or debiting disputable funds to or from the User's Account,
 - (ii) Restoring positions closed in error,
 - (iii) Deleting positions/orders placed in error,
 - (iv) Adjusting the User's account balance to rectify discrepancies, and
 - (v) Suspending or terminating the User's access to specific Platform features or services.
- (b) The User acknowledges that VL F-NFT PLATFORM's decision in resolving complaints is final and binding.
- (c) VL F-NFT PLATFORM shall not be liable for losses, damages, or missed opportunities resulting from complaint resolution.
- (d) The User waives any right to further dispute or claim regarding a complaint once VL F-NFT PLATFORM has issued a resolution.

16.7 Extension of Complaint Resolution Period

- (a) VL F-NFT PLATFORM reserves the right to extend the complaint resolution period at its sole discretion.
- (b) VL F-NFT PLATFORM shall notify the User of any extension, including:
 - (i) The reason for the extension, and
 - (ii) The expected duration of the extension.
- (c) The User acknowledges that complex cases may require additional time for thorough investigation and fair resolution.
- (d) During the extended resolution period:
 - (i) The User's obligations under this Agreement remain in full effect, and
 - (ii) VL F-NFT PLATFORM may implement temporary measures to address the complaint, which do not constitute final resolution.
- (e) The User agrees not to initiate legal proceedings against VL F-NFT PLATFORM during the complaint resolution process, including any extended period.

16.8 Complaint Handling Process

- (a) Upon receiving a complaint, VL F-NFT PLATFORM will:

- (i) Acknowledge receipt within one (1) business day,
 - (ii) Assign a unique reference number to the complaint, and
 - (iii) Begin investigating the issues raised.
- (b) VL F-NFT PLATFORM will provide regular updates on complaint progress at least once every five (5) business days.
- (c) VL F-NFT PLATFORM aims to resolve complaints within fifteen (15) business days of receipt, depending on issue complexity and User cooperation.
- (d) If a complaint cannot be resolved within fifteen (15) business days, VL F-NFT PLATFORM will inform the User of the reason for the delay and provide an estimated resolution timeframe.
- (e) Once resolved, VL F-NFT PLATFORM will provide the User with a written explanation of the resolution and any actions taken.

SECTION 17: ACCOUNTS MANAGED BY INTRODUCING BROKERS

17.1 Disclosure of Introducing Broker

- (a) The User must promptly disclose to VL F-NFT PLATFORM, in writing, the identity of any Introducing Broker authorized to:
 - (i) Give OTC trade-related instructions to VL F-NFT PLATFORM on behalf of the User,
 - (ii) Access the User's Account, and
 - (iii) Perform trading on the User's behalf.
- (b) The User shall provide VL F-NFT PLATFORM with:
 - (i) The full legal name and contact details of the Introducing Broker,
 - (ii) A copy of any agreement between the User and the Introducing Broker,
 - (iii) Details of the scope of the Introducing Broker's authority, and
 - (iv) Any limitations on the Introducing Broker's authority.
- (c) The User acknowledges that:
 - (i) VL F-NFT PLATFORM may refuse to recognize an Introducing Broker if the disclosure is incomplete or unsatisfactory,
 - (ii) VL F-NFT PLATFORM may request additional information or documentation regarding the Introducing Broker at any time, and
 - (iii) VL F-NFT PLATFORM may refuse to accept instructions from an Introducing Broker if there are concerns regarding the Broker's authority or conduct.
- (d) The User must promptly notify VL F-NFT PLATFORM of any changes in the Introducing Broker's information or the terms of their relationship.

17.2 Revocation of Introducing Broker Authorization

- **(a)** The User may revoke the Introducing Broker's authorization at any time by:
 - **(i)** Providing written notice to VL F-NFT PLATFORM via designated channels, and
 - **(ii)** Completing any revocation forms or processes required by VL F-NFT PLATFORM.
- **(b)** The revocation is effective only upon VL F-NFT PLATFORM's confirmation of receipt and processing of the notice.
- **(c)** VL F-NFT PLATFORM will process the revocation within a reasonable time, no later than two (2) business days after confirming receipt of the properly submitted notice.
- **(d)** VL F-NFT PLATFORM accepts no liability for any loss, damage, or expense resulting from:
 - **(i)** The User's failure to promptly notify VL F-NFT PLATFORM of the revocation,
 - **(ii)** Delays in VL F-NFT PLATFORM's processing of the revocation, or
 - **(iii)** Actions taken by the Introducing Broker before the revocation is processed.
- **(e)** The User is responsible for:
 - **(i)** Monitoring the Introducing Broker's activities,
 - **(ii)** Promptly notifying VL F-NFT PLATFORM of any unauthorized or suspicious activities, and
 - **(iii)** Any transactions or actions taken by the Introducing Broker until the revocation is processed by VL F-NFT PLATFORM.

17.3 User Responsibility for Introducing Broker Actions

- **(a)** The User acknowledges they bear sole responsibility for:
 - **(i)** Risks, losses, or damages resulting from actions taken by the Introducing Broker,
 - **(ii)** The choice of Introducing Broker, and
 - **(iii)** Any transactions or actions performed by the Introducing Broker.
- **(b)** The User explicitly understands that VL F-NFT PLATFORM:
 - **(i)** Does not recommend any Introducing Broker,
 - **(ii)** Does not warrant the quality, suitability, or reliability of any Introducing Broker, and
 - **(iii)** Is not responsible for vetting or monitoring Introducing Brokers.
- **(c)** The User agrees to indemnify and hold VL F-NFT PLATFORM harmless from any claims, losses, damages, or expenses arising from:
 - **(i)** Actions or omissions of the Introducing Broker, and

- **(ii)** Any disputes between the User and the Introducing Broker.
- **(d)** The User acknowledges that using an Introducing Broker may result in:
 - **(i)** Additional fees or commissions charged to the User's account, and
 - **(ii)** Potential conflicts of interest between the User and the Introducing Broker.
- **(e)** The User is responsible for:
 - **(i)** Understanding the fee structure and terms of the agreement with the Introducing Broker,
 - **(ii)** Monitoring the Introducing Broker's activities and performance, and
 - **(iii)** Ensuring that the Broker's actions align with the User's investment goals and risk tolerance.

17.4 Liability for Damages Caused by Introducing Broker

- **(a)** The User and/or Introducing Broker shall be jointly and severally liable for any damage, loss, costs, or expenses (including reasonable attorney fees) incurred by:
 - **(i)** VL F-NFT PLATFORM,
 - **(ii)** VL F-NFT PLATFORM's members, affiliates, employees, agents, successors, and assigns.
- **(b)** Such liability may arise from, but is not limited to:
 - **(i)** Breach of this Agreement or any other agreement with VL F-NFT PLATFORM,
 - **(ii)** Violation of applicable laws or regulations,
 - **(iii)** Negligence or willful misconduct, and
 - **(iv)** Unauthorized or fraudulent activities.
- **(c)** VL F-NFT PLATFORM reserves the right to:
 - **(i)** Pursue legal action against the User and/or Introducing Broker to recover damages or losses,
 - **(ii)** Offset amounts owed by the User or Introducing Broker against funds in the User's account, and
 - **(iii)** Report illegal or suspicious activities to relevant authorities.
- **(d)** The User acknowledges that:
 - **(i)** Their liability under this clause is not limited to the funds in their VL F-NFT PLATFORM account, and
 - **(ii)** They may be required to compensate VL F-NFT PLATFORM for damages even after the account closure or termination of this Agreement.
- **(e)** This liability clause shall survive the termination of the relationship between VL F-NFT PLATFORM and the User or Introducing Broker.

SECTION 18: SUSPENSION, TERMINATION & INACTIVE ACCOUNT

18.1 Suspension of Services and Termination

- **(a)** VL F-NFT PLATFORM reserves the right to suspend services on both proprietary and third-party platforms under the following circumstances:
 - **(i)** Technical issues or maintenance,
 - **(ii)** Regulatory compliance concerns,
 - **(iii)** Security threats, and
 - **(iv)** Any other circumstances deemed necessary by VL F-NFT PLATFORM.
- **(b)** In the event of service suspension, VL F-NFT PLATFORM may:
 - **(i)** Terminate its relationship with the User, and
 - **(ii)** Close all open positions at payouts considered fair and reasonable at the time of closure.
- **(c)** Determination of payouts upon suspension or termination will be based on:
 - **(i)** Daily values published on VL F-NFT PLATFORM's website,
 - **(ii)** Inter-bank trading data for financial contract quotes, and
 - **(iii)** Any other relevant market data or pricing information available.
- **(d)** VL F-NFT PLATFORM will make reasonable efforts to:
 - **(i)** Provide advance notice of planned suspensions,
 - **(ii)** Minimize the impact on Users' open positions, and
 - **(iii)** Process payouts promptly.
- **(e)** The User acknowledges that:
 - **(i)** Service suspensions may occur without prior notice in emergencies,
 - **(ii)** VL F-NFT PLATFORM is not liable for losses or missed opportunities due to suspensions or closed positions.

18.2 Inactive Accounts

- **(a)** An account will be considered inactive if, over six (6) continuous months:
 - **(i)** The User does not place any trades, and
 - **(ii)** No OTC positions are held in the User's Account.
- **(b)** The User acknowledges that inactive accounts may be:
 - **(i)** Automatically moved to an archive,
 - **(ii)** Subject to inactivity fees per VL F-NFT PLATFORM's fee schedule, and

- **(iii)** Closed, with any remaining balance transferred to the User after applicable fees.
- **(c)** VL F-NFT PLATFORM will make reasonable efforts to notify the User prior to taking action on an inactive account, using the User's provided contact information.
- **(d)** The User is responsible for:
 - **(i)** Maintaining active account status if desired, and
 - **(ii)** Updating contact information to ensure receipt of notifications.
- **(e)** VL F-NFT PLATFORM reserves the right to modify the inactivity period or actions for inactive accounts, with notice provided as specified in this Agreement.

18.3 Account Reactivation

- **(a)** If an account is archived or closed due to inactivity, the User must re-establish the account before placing trades.
- **(b)** To reactivate an account, the User may need to:
 - **(i)** Submit a reactivation request through VL F-NFT PLATFORM's designated channels,
 - **(ii)** Provide updated personal information and documentation,
 - **(iii)** Undergo a new Know Your Customer (KYC) and Anti-Money Laundering (AML) verification, and
 - **(iv)** Pay any reactivation fees per VL F-NFT PLATFORM's fee schedule.
- **(c)** VL F-NFT PLATFORM reserves the right to:
 - **(i)** Request additional documentation for reactivation,
 - **(ii)** Refuse to reactivate the account if requested information is not provided, and
 - **(iii)** Refuse reactivation for any reason at its discretion.
- **(d)** The User acknowledges that:
 - **(i)** The reactivation process may require several business days,
 - **(ii)** Funds in an archived account may be inaccessible until reactivation is complete, and
 - **(iii)** Market conditions or available services may have changed since the account became inactive.
- **(e)** Upon successful reactivation, the User agrees to review and accept any updated terms, conditions, or policies implemented during the inactivity period.

SECTION 19: EXCLUSION AND LIMITATION OF LIABILITY

19.1 User Risk Acknowledgment

- **(a)** The User expressly acknowledges and agrees that:
 - **(i)** Use of the Platform is entirely at the User's own risk,
 - **(ii)** The Platform is provided on an "as is" and "as available" basis, and
 - **(iii)** No guarantees are made regarding the Platform's availability, functionality, or suitability for the User's purposes.
- **(b)** The User accepts that risks associated with using the Platform include, but are not limited to:
 - **(i)** Financial losses due to market volatility or User error,
 - **(ii)** Technical issues or system failures,
 - **(iii)** Delays in order execution or data transmission, and
 - **(iv)** Unauthorized access to the User's account.
- **(c)** The User agrees to implement appropriate risk management strategies and monitor their account and transactions regularly.

19.2 Liability for OTC Transactions

- **(a)** The User bears sole responsibility for risks, losses, or liabilities resulting from OTC transactions on their Account, including but not limited to:
 - **(i)** Market price fluctuations,
 - **(ii)** Erroneous payments or transfers,
 - **(iii)** Delays in order execution,
 - **(iv)** Inability to execute orders due to market conditions, and
 - **(v)** Losses due to personal trading decisions or strategies.
- **(b)** The User acknowledges and agrees that:
 - **(i)** OTC markets can be highly volatile and unpredictable,
 - **(ii)** Past performance is not indicative of future results, and
 - **(iii)** VL F-NFT PLATFORM does not guarantee any specific outcome or profit from OTC transactions.
- **(c)** VL F-NFT PLATFORM shall not be liable for any User losses or damages resulting from OTC transactions, except in cases of gross negligence or willful misconduct by VL F-NFT PLATFORM.

19.3 Limitation of Liability for Business Relationship

- **(a)** Except for liabilities arising directly from OTC transactions, VL F-NFT PLATFORM accepts no liability arising from its business relationship with the User, including:
 - **(i)** The operation, use, or maintenance of the Platform,
 - **(ii)** Employee, agent, or sub-agent actions,

- (iii) Quoting errors or inaccuracies in market data,
 - (iv) Decisions made by the User based on Platform information, and
 - (v) Unauthorized access to the User's account or data breaches not resulting from VL F-NFT PLATFORM's gross negligence.
- (b) VL F-NFT PLATFORM shall not be liable for:
 - (i) Loss of profit or opportunity,
 - (ii) Indirect or consequential losses, or
 - (iii) Damages resulting from force majeure events.
- (c) This clause does not limit VL F-NFT PLATFORM's liability for:
 - (i) Death or personal injury caused by negligence,
 - (ii) Fraud or fraudulent misrepresentation, or
 - (iii) Any other liability that cannot be excluded under applicable law.

19.4 Website Content and Amendments

- (a) VL F-NFT PLATFORM reserves the right to amend, update, or remove any content on its website at any time, without prior notice.
- (b) Although VL F-NFT PLATFORM strives to provide accurate information, it does not guarantee:
 - (i) The accuracy, completeness, or timeliness of website information, as it may be outdated or contain errors or omissions.
- (c) The User acknowledges that:
 - (i) Any reliance on information provided on VL F-NFT PLATFORM's website is at the User's own risk, and
 - (ii) VL F-NFT PLATFORM is not liable for losses or damages arising from website information.
- (d) VL F-NFT PLATFORM shall not be liable for:
 - (i) Investment decisions based on website content,
 - (ii) Errors or omissions on the website, or
 - (iii) Website unavailability.

19.5 Overall Limitation of Liability

- (a) To the maximum extent permitted by law, VL F-NFT PLATFORM's total liability to the User or any third party arising out of:
 - (i) The Platform,
 - (ii) This Agreement, or
 - (iii) Any services provided by VL F-NFT PLATFORM,

- shall be limited to the lesser of:
 1. The amount maintained in the User's account with VL F-NFT PLATFORM relating to the relevant transaction or activity, or
 2. The total fees paid by the User to VL F-NFT PLATFORM in the twelve (12) months preceding the event.
- **(b)** This limitation applies to all claims, regardless of form, including contract, tort, negligence, or strict liability.
- **(c)** This limitation does not apply to:
 - **(i)** Liability that cannot be limited by law,
 - **(ii)** Death or personal injury caused by VL F-NFT PLATFORM's negligence, or
 - **(iii)** Fraud or fraudulent misrepresentation.
- **(d)** Any claim or cause of action arising from the Platform or this Agreement must be filed within one (1) year or be permanently barred.

19.6 Exclusion of Specific Types of Damages

- **(a)** VL F-NFT PLATFORM shall not be liable for:
 - **(i)** Direct,
 - **(ii)** Incidental,
 - **(iii)** Consequential,
 - **(iv)** Indirect,
 - **(v)** Special,
 - **(vi)** Punitive, or
 - **(vii)** Exemplary damages.
- **(b)** This exclusion applies to:
 - **(i)** Data loss,
 - **(ii)** Profit loss,
 - **(iii)** Revenue loss,
 - **(iv)** Goodwill loss,
 - **(v)** Lost bargain or opportunity,
 - **(vi)** Business interruption, and
 - **(vii)** Loss of Platform use.
- **(c)** This exclusion applies regardless of whether damages arise from User access to or use of the Platform and regardless of the legal theory.

- **(d)** VL F-NFT PLATFORM entered this Agreement based on these liability limitations, which are essential to its service provision.
- **(e)** In jurisdictions where incidental or consequential damage exclusions are prohibited, VL F-NFT PLATFORM's liability will be limited to the maximum extent permitted by law.

SECTION 20: REPRESENTATIONS AND WARRANTIES

20.1 Insurance Coverage

- **(a)** VL F-NFT PLATFORM maintains liability insurance that covers only:
 - **(i)** Its employees, and
 - **(ii)** Its platform operations.
- **(b)** The User acknowledges and agrees that:
 - **(i)** VL F-NFT PLATFORM's insurance does not cover any User-incurred losses, damages, or liabilities,
 - **(ii)** The User is solely responsible for obtaining and maintaining adequate insurance coverage for their trading activities and associated risks.
- **(c)** The User's insurance coverage should, at a minimum, protect against:
 - **(i)** Financial losses resulting from trading activities,
 - **(ii)** Cybersecurity risks and data breaches, and
 - **(iii)** Other risks associated with using online trading platforms.
- **(d)** VL F-NFT PLATFORM reserves the right to request proof of insurance from the User.
- **(e)** The absence of adequate insurance coverage does not relieve the User of any obligations or liabilities under this Agreement.

20.2 Accuracy of User Information

- **(a)** The User warrants and represents that all information provided to VL F-NFT PLATFORM is:
 - **(i)** Complete, true, accurate, and not misleading.
- **(b)** The User acknowledges and agrees that:
 - **(i)** VL F-NFT PLATFORM relies on the accuracy of this information to provide its services,
 - **(ii)** Inaccuracies may lead to service disruptions or regulatory issues.
- **(c)** The User commits to:
 - **(i)** Promptly update any changes to provided information, and
 - **(ii)** Respond truthfully to VL F-NFT PLATFORM's requests for additional information.

- **(d)** Providing false or misleading information may:
 - **(i)** Breach this Agreement,
 - **(ii)** Lead to account termination, or
 - **(iii)** Result in legal action.

20.3 User's Authority and Capacity

- **(a)** The User represents and warrants having the authority and capacity to enter into this Agreement, including:
 - **(i)** Full legal authority to perform transactions as outlined in this Agreement.
- **(b)** For individual Users, this includes:
 - **(i)** Being of legal age in their jurisdiction, and
 - **(ii)** Having the mental capacity to understand this Agreement.
- **(c)** For entity Users, this includes:
 - **(i)** Being organized and in good standing, and
 - **(ii)** Authorization through corporate or other appropriate actions.

20.4 Suitability for OTC Trading

- **(a)** The User warrants and represents that:
 - **(i)** They are independently capable of assessing OTC trading suitability,
 - **(ii)** They possess the required knowledge, experience, and financial resources.
- **(b)** The User acknowledges that:
 - **(i)** OTC trading carries high risks, and
 - **(ii)** Past performance is not a future results predictor.
- **(c)** The User agrees that:
 - **(i)** VL F-NFT PLATFORM has not evaluated their suitability, nor is it providing investment advice.

20.5 User's Employment and Affiliation Status

- **(a)** The User represents and warrants that they are not an employee or associate of any:
 - **(i)** Securities exchange member firm,
 - **(ii)** Federal Reserve member firm,
 - **(iii)** National Futures Association member,
 - **(iv)** Financial Industry Regulatory Authority member, or
 - **(v)** Any other financial institution or regulatory body that could cause a conflict of interest.

- **(b)** If the User holds any of these positions, they must:
 - **(i)** Disclose this to VL F-NFT PLATFORM and
 - **(ii)** Provide requested information to ensure compliance.
- **(c)** Failure to disclose relevant employment may lead to regulatory issues.

20.6 Notification of Changes in Employment or Affiliation Status

- **(a)** The User agrees to promptly notify VL F-NFT PLATFORM if they:
 - **(i)** Take a position that may create a conflict of interest, or
 - **(ii)** Become subject to any restrictions due to employment or affiliations.
- **(b)** This notification must be made within five (5) business days of the change.
- **(c)** Upon notification, the User agrees to:
 - **(i)** Provide further information if requested, and
 - **(ii)** Comply with any new requirements imposed by VL F-NFT PLATFORM.

20.7 Compliance with Laws and Regulations

- **(a)** The User represents and warrants that their use of VL F-NFT PLATFORM's services complies with all applicable local, state, national, and international laws and regulations, specifically financial services and anti-money laundering regulations.
- **(b)** The User also represents that they are not:
 - **(i)** Located in or under the control of a country restricted from receiving VL F-NFT PLATFORM's services, or
 - **(ii)** Listed on any sanctions list applicable to VL F-NFT PLATFORM's services.
- **(c)** VL F-NFT PLATFORM may:
 - **(i)** Report transactions to relevant authorities, and
 - **(ii)** Block or reverse transactions that violate laws or regulations.
- **(d)** The User agrees to cooperate fully with any VL F-NFT PLATFORM or regulatory investigations.

SECTION 21: INDEMNITY CLAUSE

21.1 User Indemnification Obligations

- **(a)** To the fullest extent permitted by applicable law, the User agrees to indemnify, defend, and hold harmless VL F-NFT PLATFORM, its affiliates, officers, directors, employees, agents, and licensors (collectively, the "Indemnified Parties") from and against any and all:
 - **(i)** Claims, demands, actions, or threats of action (whether in law, equity, or any judicial or administrative proceeding);

- **(ii)** Losses, damages, liabilities, costs, and expenses, including without limitation reasonable attorneys' fees and court costs;
- **(iii)** Regulatory fines or penalties;
- **(iv)** Any other financial obligations;
- (collectively, "Losses") arising out of, relating to, or resulting from:
 - **(1)** The User's use of the Platform or any related services;
 - **(2)** Any breach or alleged breach of this Agreement by the User;
 - **(3)** Any inaccuracy in or breach of the User's representations, warranties, or covenants;
 - **(4)** Any negligent or more culpable act or omission of the User related to this Agreement or use of the Platform;
 - **(5)** Any failure by the User to comply with applicable laws or regulations in connection with the use of the Platform;
 - **(6)** Any dispute between the User and any third party relating to the User's use of the Platform;
 - **(7)** Any unauthorized access to or use of the Platform or any data therein due to the User's failure to maintain adequate security measures.
- **(b)** In the event of any claim, demand, or action triggering the User's indemnification obligations:
 - **(i)** VL F-NFT PLATFORM shall promptly notify the User in writing of such claim, demand, or action;
 - **(ii)** The User shall, at its own expense, immediately take control of the defense and investigation of such claim, demand, or action;
 - **(iii)** VL F-NFT PLATFORM shall reasonably cooperate with the User in connection with such defense and investigation, at the User's cost and expense;
 - **(iv)** VL F-NFT PLATFORM reserves the right to participate in the defense of any such claim, demand, or action through counsel of its own choosing, at its own expense;
 - **(v)** The User shall not settle any such claim, demand, or action without VL F-NFT PLATFORM's prior written consent, which shall not be unreasonably withheld.
- **(c)** If the User fails to assume the defense of any actual or threatened action covered by this indemnification provision within the earlier of:
 - **(i)** Thirty (30) days after VL F-NFT PLATFORM has given the User notice of the claim, demand, or action; or
 - **(ii)** Such shorter period as required to respond to any such claim, demand, or action;

- VL F-NFT PLATFORM may follow such course of action as it reasonably deems necessary to protect its interests, and the User shall be responsible for all costs, expenses, and liabilities incurred by VL F-NFT PLATFORM in such course of action.
- **(d)** This indemnification provision shall survive the termination or expiration of this Agreement.

SECTION 22: MISCELLANEOUS

22.1 Subcontracting and Delegation of Services

- **(a)** VL F-NFT PLATFORM reserves the right to delegate or subcontract the provision of any services, including core business functions, to third-party contractors or service providers.
- **(b)** The User acknowledges and agrees that:
 - **(i)** Delegation or subcontracting may occur without prior notice;
 - **(ii)** VL F-NFT PLATFORM remains responsible for the provision of services under this Agreement;
 - **(iii)** VL F-NFT PLATFORM will ensure any subcontracted services meet required standards.
- **(c)** Third-party contractors or service providers are bound by confidentiality obligations consistent with this Agreement.

22.2 Governing Language

- **(a)** This Agreement and related policies are in English.
- **(b)** Translations are for convenience, but the English version is the official controlling version.
- **(c)** The User agrees they have read and understood the English version or sought necessary clarification.

22.3 Definition of Business Days

- **(a)** "Business Days" excludes:
 - **(i)** Saturdays, Sundays;
 - **(ii)** Financial market holidays;
 - **(iii)** Days declared non-business by VL F-NFT PLATFORM with reasonable notice.
- **(b)** A Business Day calendar will be available on the website.
- **(c)** Time-sensitive activities may be impacted by non-Business Days.

22.4 Amendments to Agreement and Related Documents

- **(a)** VL F-NFT PLATFORM may amend:

- (i) This Agreement, Trading Terms, Privacy Policy, and other relevant terms.
- (b) Material changes will be communicated via:
 - (i) Email notifications, website notices, or other appropriate channels.
- (c) All updated documents are published on the website, and Users agree to regularly review them.

22.5 Insurance

- (a) VL F-NFT PLATFORM maintains general business insurance for its benefit, not specific to individual Users.
- (b) The User is responsible for obtaining their own insurance for trading activities and associated risks.

22.6 Assignment and Transfer of Rights

- (a) VL F-NFT PLATFORM may assign or delegate its rights and obligations to affiliates, successors, or entities acquiring its assets.
- (b) The User may not assign any rights or obligations without VL F-NFT PLATFORM's written consent.

22.7 Force Majeure and Unforeseeable Events

- (a) "Force Majeure Events" include but are not limited to acts of God, war, government actions, internet failures, and pandemics.
- (b) VL F-NFT PLATFORM is not liable for delays or service interruptions due to Force Majeure Events and will resume operations as feasible after the event concludes.

22.8 Privacy Policy and Data Protection

- (a) The Privacy Policy is incorporated into this Agreement.
- (b) By using the services, the User consents to the processing of personal data as described in the Privacy Policy.
- (c) VL F-NFT PLATFORM will comply with data protection laws and implement security measures to protect User data.

22.9 Confidentiality and Information Security

- (a) VL F-NFT PLATFORM will protect all User data in compliance with confidentiality and data protection laws.
- (b) The User agrees to keep any non-public information confidential and not disclose it to third parties.

22.10 Remedies and Waivers

- (a) Failure or delay by VL F-NFT PLATFORM in exercising rights does not constitute a waiver.
- (b) Any waiver of rights must be in writing and specific to the instance.

22.11 Severability and Partial Invalidity

- **(a)** If any provision is deemed invalid, the remaining terms remain effective.
- **(b)** The parties agree to renegotiate any invalid provision to maintain its original intent to the extent possible.

SECTION 23: TERMINATION

23.1 Termination with Notice

- **(a) Right to Terminate:** Either party may terminate this Agreement by providing written notice to the other.
- **(b) Notice Period:**
 - **(i)** Termination shall be effective thirty (30) calendar days from the date of notice, unless otherwise specified.
 - **(ii)** VL F-NFT PLATFORM reserves the right to specify a shorter notice period for User-initiated terminations, communicated to the User at the time of the termination request.
- **(c) Method of Notice:**
 - **(i)** Users must provide termination notice through the designated method specified in their account settings or as instructed on VL F-NFT PLATFORM's website.
 - **(ii)** VL F-NFT PLATFORM may provide termination notice via email to the User's account-associated email or through in-platform notifications.
- **(d) Continuation of Services:** VL F-NFT PLATFORM will continue providing services during the notice period, and the User remains bound by the Agreement.
- **(e) Cancellation of Termination:** Either party may cancel the termination notice before the effective date with mutual written consent.

23.2 Effect on Accrued Rights and Obligations

- **(a) Preservation of Rights and Obligations:** Termination does not affect:
 - **(i)** Accrued rights or obligations of either party;
 - **(ii)** Any rights or obligations intended to survive termination.
- **(b) Obligation to Pay Charges:**
 - **(i)** The User remains obligated to pay all accrued charges up to the termination date.
 - **(ii)** Any prepaid fees for unused services will be refunded, less amounts owed to VL F-NFT PLATFORM.
- **(c) Completion of Pending Transactions:** VL F-NFT PLATFORM reserves the right to complete pending transactions at the time of termination.

- **(d) Survival of Provisions:** Provisions regarding confidentiality, intellectual property, indemnification, limitation of liability, and others intended to survive will remain in effect post-termination.

23.3 Actions Upon Termination

- **(a) Completion of Open Contracts:** VL F-NFT PLATFORM may:
 - **(i)** Complete all open contracts;
 - **(ii)** Close out open positions at prevailing market rates if completion is unfeasible.
- **(b) Settlement of Account:**
 - **(i)** VL F-NFT PLATFORM may deduct owed amounts before transferring any remaining balance.
 - **(ii)** Users with a negative balance must immediately settle it.
- **(c) Data Retention and Deletion:**
 - **(i)** VL F-NFT PLATFORM will retain User data according to its data retention policy and applicable laws.
 - **(ii)** User data may be deleted or anonymized upon request, subject to legal and regulatory obligations.
- **(d) Access to Platform:**
 - **(i)** User access will be disabled upon termination.
 - **(ii)** The User will have up to 30 days to download necessary information.
- **(e) Return of Confidential Information:** Each party must return or destroy the other's confidential information, except as legally required.
- **(f) Cooperation:** The User agrees to assist in the orderly termination process, including providing information for final reconciliation.

23.4 Grounds for Immediate Termination

- **(a) VL F-NFT PLATFORM's Right to Immediate Termination:** VL F-NFT PLATFORM reserves the right to immediately terminate this Agreement without notice if associated with:
 - **(i)** Bad faith or malicious intent;
 - **(ii)** Material breach of any Agreement clause;
 - **(iii)** System tampering or attempts to compromise the platform;
 - **(iv)** Reputational risk to VL F-NFT PLATFORM;
 - **(v)** Misrepresentation or fraudulent information;
 - **(vi)** Failure to make required payments or maintain a sufficient account balance;
 - **(vii)** Legal issues, including criminal accusations or convictions;

- **(viii)** Financial instability, such as bankruptcy or insolvency;
- **(ix)** Regulatory restrictions requiring termination;
- **(x)** Unauthorized activities as defined in this Agreement;
- **(xi)** Security threats to the platform or other users;
- **(xii)** Sanctions or appearing on any sanctions list;
- **(xiii)** Any other reason deemed necessary to protect VL F-NFT PLATFORM's or other users' interests.
- **(b) Effect of Immediate Termination:**
 - **(i)** VL F-NFT PLATFORM will notify the User as soon as practicable.
 - **(ii)** Immediate termination suspends all services and account access.
 - **(iii)** VL F-NFT PLATFORM may allow limited access for fund withdrawal, subject to security checks.
- **(c) User's Obligations Post-Termination:** The User shall:
 - **(i)** Cease using VL F-NFT PLATFORM's services;
 - **(ii)** Cooperate with investigations related to the termination grounds;
 - **(iii)** Fulfill any outstanding obligations, including payments.
- **(d) VL F-NFT PLATFORM's Rights Post-Termination:** VL F-NFT PLATFORM may:
 - **(i)** Report illegal or suspicious activities;
 - **(ii)** Pursue legal action to recover damages or losses.

SECTION 24: GOVERNING LAW AND JURISDICTION

24.1 Governing Law

- **(a)** This Agreement, including its validity, interpretation, construction, and performance, shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre (DIFC), United Arab Emirates (UAE).
- **(b)** This choice of governing law applies:
 - **(i)** Regardless of where this Agreement was signed or executed by the Parties;
 - **(ii)** Regardless of where the Parties fulfill their obligations and duties under this Agreement;
 - **(iii)** Without regard to any conflict-of-law principles that might otherwise require the application of another jurisdiction's laws.
- **(c)** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

- **(d)** The Parties acknowledge that this choice of governing law does not prevent the mandatory application of other UAE federal or Dubai-specific regulations that cannot be derogated from by agreement, including but not limited to online marketplace regulations, data protection and user privacy under the UAE Data Protection Law (DPL) and DIFC Data Protection Law, tokenization regulations, and other relevant compliance requirements.

24.2 Arbitration

- **(a)** Any dispute, controversy, or claim arising out of or relating to this Agreement, including any questions regarding its existence, validity, or termination, shall be resolved by arbitration in the DIFC-LCIA Arbitration Centre.
- **(b)** The arbitration shall be conducted in accordance with the DIFC-LCIA Arbitration Rules in effect at the time of filing the arbitration, except as may be modified by this Agreement.
- **(c)** The language of the arbitration shall be English.
- **(d)** The seat or legal place of arbitration shall be Dubai International Financial Centre, UAE.

24.3 Binding Nature of Arbitration

- **(a)** The Parties irrevocably agree that any award rendered by the arbitral tribunal:
 - **(i)** Shall be final and binding on all Parties;
 - **(ii)** Shall serve as the sole and exclusive remedy between the Parties for any and all claims presented to the arbitral tribunal.
- **(b)** Judgment upon any award rendered by the arbitral tribunal may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an enforcement order.
- **(c)** The Parties irrevocably waive the right to appeal, review, or recourse to any state court, insofar as this waiver is enforceable.
- **(d)** This arbitration agreement does not deprive any court of jurisdiction to issue pre-arbitral injunctions, attachments, or other orders in aid of arbitration proceedings or award enforcement.

24.4 Interim Relief and Enforcement

- **(a)** Notwithstanding the arbitration agreement, either Party may seek interim or conservatory measures, including temporary restraining orders or preliminary injunctions, from any competent court, either before, during, or after the commencement of arbitration proceedings.
- **(b)** Seeking such interim measures shall not be considered a waiver of the arbitration agreement.
- **(c)** The Parties agree that irreparable damage would occur if any Agreement provision were not performed according to its terms, justifying specific performance in addition to any other available legal or equitable remedies.

24.5 Compliance with UAE Laws

- **(a)** VL F-NFT PLATFORM FZCO agrees to comply with all applicable UAE laws regarding online marketplaces, user data protection, and tokenization, including but not limited to:
 - **(i)** The UAE Data Protection Law (DPL) for non-DIFC jurisdictions;
 - **(ii)** The DIFC Data Protection Law for DIFC-registered activities;
 - **(iii)** The UAE regulations on virtual assets issued by the Dubai Virtual Assets Regulatory Authority (VARA).
- **(b)** The User acknowledges that compliance with these laws may impact the terms of service, data handling practices, and available services under this Agreement.

24.6 Survival and Severability of Dispute Resolution Provisions

- **(a) Survival:** The provisions of this Section 24 shall survive the termination, expiration, or cancellation of this Agreement.
- **(b) Severability:** If any provision of this Section 24 is found to be illegal, invalid, or unenforceable, the remaining provisions shall continue in full force. The Parties shall use their best efforts to substitute a valid provision that achieves the original intent to the greatest extent.
- **(c) Continuation of Obligations:** Termination or expiration does not affect any rights or obligations accrued before such termination or expiration, including the right to pursue claims in arbitration as specified in this Section.

SECTION 25: OUTSOURCING OF OBLIGATIONS

25.1 VL F-NFT PLATFORM's Right to Outsource

- **(a)** The User acknowledges and accepts that VL F-NFT PLATFORM may, at its sole discretion:
 - **(i)** Outsource or delegate any of its obligations under this Agreement to:
 - **(1)** Its subsidiaries;
 - **(2)** Affiliated companies;
 - **(3)** Third-party service providers located within or outside the UAE.
 - **(ii)** Engage subcontractors to perform any of its obligations under this Agreement.
- **(b)** Such outsourcing or delegation may include, but is not limited to:
 - **(i)** Customer support services;
 - **(ii)** IT and platform maintenance;
 - **(iii)** Payment processing;

- (iv) Compliance and regulatory reporting;
- (v) Data storage and processing;
- (vi) Any other functions necessary for the provision of services under this Agreement.

25.2 VL F-NFT PLATFORM's Continued Responsibility

- (a) Notwithstanding any outsourcing or delegation:
 - (i) VL F-NFT PLATFORM shall remain fully responsible and liable for fulfilling its obligations under this Agreement.
 - (ii) VL F-NFT PLATFORM shall ensure that all outsourced services meet the same standards of care and skill as if performed directly by VL F-NFT PLATFORM.
- (b) VL F-NFT PLATFORM shall:
 - (i) Exercise due diligence in selecting and appointing third-party service providers;
 - (ii) Maintain appropriate oversight of outsourced functions;
 - (iii) Ensure that all outsourcing arrangements comply with applicable UAE and Dubai-specific laws, including data protection laws and regulations governing online marketplaces.

25.3 Confidentiality and Data Protection

- (a) VL F-NFT PLATFORM shall ensure that any outsourced entity:
 - (i) Is bound by confidentiality obligations no less stringent than those in this Agreement;
 - (ii) Complies with all applicable UAE data protection laws, including the UAE Data Protection Law (DPL) and DIFC Data Protection Law, as relevant;
 - (iii) Implements technical and organizational measures to protect User data.
- (b) The User's rights under this Agreement, including data protection and privacy rights, shall not be affected by any outsourcing arrangement.

25.4 Notification of Material Outsourcing

- (a) VL F-NFT PLATFORM shall notify Users of any material outsourcing arrangements that significantly affect services under this Agreement.
- (b) Such notification may be provided through:
 - (i) Email communication;
 - (ii) Announcements on VL F-NFT PLATFORM's website or platform;
 - (iii) Updates to this Agreement or related policies.

25.5 User Consent

- **(a)** By entering into this Agreement, the User consents to VL F-NFT PLATFORM's outsourcing of obligations as described in this Section.
- **(b)** The User acknowledges that such outsourcing may involve the transfer of User data to third parties, in compliance with the confidentiality and data protection provisions of this Agreement.

25.6 Liability for Outsourced Services

- **(a)** VL F-NFT PLATFORM shall be liable to the User for the acts and omissions of its outsourcing partners and subcontractors, as if they were VL F-NFT PLATFORM's own acts or omissions.
- **(b)** Nothing in this Section limits or excludes VL F-NFT PLATFORM's liability to the User under this Agreement or applicable UAE laws.

25.7 Dispute Resolution for Outsourced Services

- **(a) Dispute Resolution:** Any dispute, controversy, or claim arising out of or relating to this Agreement, including its formation, interpretation, breach, or termination, shall be finally resolved by arbitration.
- **(b) Arbitration Institution and Rules:**
 - **(i)** The arbitration shall be administered by the DIFC-LCIA Arbitration Centre in Dubai.
 - **(ii)** Arbitration shall be conducted in accordance with the DIFC-LCIA Rules in effect at the time, unless modified by mutual agreement of the Parties.
- **(c) Arbitration Proceedings:**
 - **(i)** The seat of arbitration shall be the Dubai International Financial Centre (DIFC), UAE.
 - **(ii)** The arbitration language shall be English.
 - **(iii)** The number of arbitrators shall be one unless the dispute amount exceeds USD 1,000,000, in which case there shall be three arbitrators.
- **(d) Appointment of Arbitrators:**
 - **(i)** If the Parties cannot agree on an arbitrator within 30 days of initiating arbitration, the DIFC-LCIA shall appoint arbitrators as per its Rules.
 - **(ii)** For three arbitrators, each Party nominates one, and the two nominated arbitrators appoint the presiding arbitrator.
- **(e) Confidentiality:** The Parties agree to keep the existence of the arbitration, proceedings, and submissions confidential.