

ARCHIE

TERMS AND CONDITIONS

Last Updated: 4 December 2024

BACKGROUND

Archie is an AUSTRAC registered digital currency exchange platform which offers the buying, selling, and exchange of cryptocurrencies via software built on the Telegram application platform. Archie is owned and controlled by THE PEOPLE'S RESERVE PTY LTD (ACN 646 988 909).

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and THE PEOPLE'S RESERVE PTY LTD ("we", "us", "our", or Company) concerning your access to and use of Archie, as well as any other media form, media channel, mobile website, or mobile/web application related, linked, or otherwise connected thereto (collectively, "Archie" or "the Platform").

The information on the Platform is not intended for distribution or to be used by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, persons who choose to access the Platform from other locations do so on their own initiative and are solely responsible for compliance of local laws, to the extent local laws are applicable.

Information on this Platform is not, in any circumstance, financial advice. The Company nor any of its affiliates will or shall provide financial advice in any form.

Any transaction you make, accept, or facilitate within the Platform will be entirely at your own risk. You expressly indemnify us and hold us harmless for any losses you may incur by transacting or facilitating transactions within this Platform.

This document contains very important information regarding your rights and obligations, as well as conditions, limitations and exclusions that may apply to you. Please read it carefully.

1. ACCEPTANCE OF THESE TERMS AND CONDITIONS

Our services are only available to you upon acceptance of these terms and conditions. By using the services on our Platform, you agree that you have read, understood, and agree to be bound by all of these terms and conditions. If you do not agree and/or accept all of these terms and conditions of use, then you are expressly prohibited from using our services and you must discontinue use immediately.

By using the Platform or any part of it, or by clicking a button indicating your acceptance in an adjoining box, you are confirming that you understand and agree to be bound by all of these terms.

2. CHANGES TO THESE TERMS AND CONDITIONS

Supplemental terms and conditions or documents that may be posted on the Archie webiste from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you of any changes by updating the "Last Updated" date of these Terms and Conditions, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Platform after the date such revised Terms and Conditions are posted.

3. APPLICATION OF THESE TERMS AND CONDITIONS

These Terms and Conditions apply to all users of Archie, including individuals, merchants, and legal entities, who access and use Archie.

To register for an Archie Account and use Archie Services, you must meet the following criteria:

You must be an individual, corporation, legal entity, trustee, partner, or other organization with the necessary power, authority, and capacity to access and utilize Archie Services; and agree to and fulfill your obligations under these Terms.

If you are an individual, you must be at least 18 years of age.

If you are acting on behalf of a legal entity, you must be properly authorized to represent and legally bind that entity to these Terms.

You must not have been previously suspended or prohibited from using Archie Services.

You must not qualify as a Restricted Person.

You cannot hold an existing Archie Account.

You must not be:

Located, incorporated, established, a citizen of, or resident in a jurisdiction where accessing or using Archie Services would violate applicable laws or cause Archie or third parties to breach any laws; or

Based in any country listed in our Prohibited Countries List.

If acting as a trustee or partner, you must be duly authorized under the applicable trust deed or partnership agreement to represent and legally bind the relevant entity to these Terms.

4. TRANSACTION FEES

By using the Archie bot for cryptocurrency transactions, you agree to all fees as outlined on our <https://archieai.gitbook.io/archie-ai-1/legal/fees-breakdown>. You acknowledge and accept that you are bound by these fees, which may be updated from time to time.

To ensure smooth transactions on the Archie platform, slippage may be set to a high percentage. The applicable slippage rates are detailed on the Fee Page and are subject to change without prior notice. By proceeding with any transaction, you agree to the slippage terms as specified.

The minimum trade value is set at \$5 USD to ensure a low likelihood of transaction failure. You acknowledge that trading low amounts may result in receiving significantly reduced amounts post-trade due to applicable fees.

Transactions facilitated through Archie may incur third-party fees in addition to Archie's own fees. These third-party fees may arise from entities used to process transactions and are beyond our control. Fees are variable and subject to change without prior notice. Archie is not responsible for any third-party fees, and you may not be informed of these fees prior to completing your transaction you agree to accept all risk in relation to third party fees and charges.

You authorize us to deduct all applicable fees, commissions, interest, charges, and other amounts you owe from your Archie Account as outlined in these Terms or any specific Product Terms, based on the method of calculation provided on our Fees page.

If you owe an amount in a specific Digital Asset and do not hold sufficient assets in that Digital Asset, we may deduct the owed amount from another Digital Asset in your account. In such cases, we will convert the Digital Asset you hold into the required Digital Asset at the rate currently offered on the platform or another commercially reasonable rate determined by us.

If your Archie Account has insufficient Digital Assets to cover the amount owed, you acknowledge that the outstanding sum becomes an immediate debt payable by you to us. We reserve the right to determine the form and amount of payment (whether in the form of a Digital Asset or otherwise) in a commercially reasonable manner.

5. INSTRUCTIONS

You are required to ensure that every Instruction you provide is accurate and complete before submission. We do not take responsibility for verifying the details, legitimacy, or correctness of any Instruction and are not obligated to identify suspicious or incorrect transactions.

Once you have submitted an Instruction, it cannot be undone or modified.

6. AUTHORISATION

We are not responsible for any transactions or activity conducted through your Telegram account in the event of its loss, theft, hacking, or unauthorized access. It is your sole responsibility to ensure the security of your Telegram account and take all necessary precautions to protect it from unauthorized use.

By using the Archie Services, you acknowledge and accept that:

Any transaction or Instruction initiated from your Telegram account will be considered authorized by you, regardless of whether you personally conducted the transaction.

We have no obligation to verify the identity or legitimacy of the person using your Telegram account to access the Archie Services.

You are solely responsible for all losses, damages, or liabilities arising from unauthorized access to your Telegram account, and we are under no obligation to reimburse or recover funds resulting from such incidents.

We strongly recommend implementing robust security measures, such as enabling two-factor authentication (2FA) and using secure passwords, to safeguard your Telegram account and associated activity.

7. DESPOSITS AND WITHDRAWALS

You may trade various cryptocurrencies on our platform; however, deposits are only supported in Solana (SOL) or USDT on the Solana network. Depositing any other token into your assigned wallet address is not supported.

If you deposit a token that is not supported by our platform, we will not be able to recover the token or facilitate its recovery. By using our platform, you acknowledge and accept that:

We have no obligation to assist in the recovery of unsupported tokens under any circumstance.

You bear sole responsibility for ensuring the compatibility of tokens deposited into the provided wallet address.

Our platform only supports withdrawals in Solana (SOL) or USDT on the Solana network. Tokens purchased via the Archie bot must first be converted back into Solana (SOL) or USDT on the Solana network before initiating a withdrawal.

You are solely responsible for ensuring that all deposits and withdrawals align with the supported token and network requirements specified by the platform.

8. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that the Platform is property of the Company or its licensors. Subject to your compliance with these Terms, we grant you a limited right to access and/or use the Platform. The right to access and/or use the Platform is a non-exclusive, non-transferable, revocable, limited licence, and it is subject to the limitations and obligations contained herein. Nothing in these Terms gives you any licence (other than as set out in this section), right, title, or ownership of, in, or to any of the Platform.

You acknowledge and agree that the Company retains all rights, title, and interest in and to all copyrights, trademarks, trade secrets, patents, and any other proprietary rights in the Platform, the software and application programming interfaces (APIs) comprising the Platform, and all content therein. You acknowledge and agree that “Archie”, their trademarks, service marks, logos and graphics are the registered trademarks or trademarks of the Company.

You are not permitted to create, for commercial use, fan art (digital or physical), merchandise, or similar content stemming from the Platform and its affiliated links and projects.

9. DATA PROTECTION

In order to provide you with the Platform and its services, you acknowledge and agree that we may collect, store, and process your personal data and/or information. By accessing and/or using the Platform, you acknowledge to have read, understood, and accepted the terms of our privacy policy, and you further acknowledge and agree that we may use such data and/or information in accordance with the terms of its privacy policy.

10. USER REPRESENTATIONS

By accessing and/or using the Services, you represent and warrant that you fully understand and have experience transacting with cryptocurrency and the risks associated with cryptocurrency trading activity, and are familiar with the operation of digital currency exchange platform.

By accessing and/or using the Platform, you acknowledge that there is no guarantee against losses of funds you may experience while accessing and/or using the Platform for trading, buying or selling purposes.

You further represent and warrant that you are not entering into transactions that are beyond your financial abilities and that you are aware of the risks related to the online transfer of funds of all kinds, for which you are solely responsible and liable for.

You acknowledge and agree that Archie does not provide any advice, guidance, or recommendations on the opportunity to invest into, disinvest from, or remain invested in any currency or asset. If you are considering purchasing an asset of any kind as an investment, you should first contact your financial advisor for any such advice, guidance, or recommendation.

By accessing and/or using the Platform, you warrant that you are a bona fide user of Archie. By making use of any of the services offered by Archie, including but not limited to the creation of an account, you confirm that you will not use Archie in connection with any of the following businesses, activities, practices or items, or any criminal activities whatsoever, including but not limited to:

- (a) Terrorist financing;

- (b) Money laundering;
- (c) Illegal gambling
- (d) Distributing or funding drugs and drug paraphernalia;
- (e) Malicious hacking including payments for ransomware;
- (f) Any business activity we believe poses elevated financial risk, including legal liability, pyramid schemes, network marketing, and referral marketing programs;
- (g) Knowingly or recklessly providing us with inaccurate or incomplete information through the Platform;
- (h) Reverse engineering, disassembling, or otherwise attempting to construct, copy, or replicate the Platform's source code, formulas, or processes;
- (i) Interfering with the security of the Platform or the safe use of the Platform by others (including without limitation by way of distributing viruses, corrupted files, or other similar software or programs that may damage the operation of any computer hardware or software or which are otherwise directed at the Platform or its users);
- (j) Using this Platform for any purpose that is unlawful or prohibited or in a way which infringes the intellectual property rights or other rights of any person (including us);
- (k) Knowingly or recklessly using and/or taking advantage of a technical or technological error, loophole, or glitch on Archie's Platform and Services;
- (l) Using the Platform or the information contained in it for commercial purposes which are competitive to the Platform or our business or which would otherwise be detrimental or prejudicial to our interests in any way;
- (m) Using systematic, repetitive, or other related methods which are designed to generate or obtain repetitive and repeated amounts of data or other information from or to the Platform or which may otherwise place an unreasonable load on the infrastructure of the Platform;
- (n) Publishing, posting, distributing, disseminating, or sending 'spam material' or engaging in any communication that is offensive, false, unlawful, defamatory, indecent, unfair or inappropriate in any way to others, which would reasonably be considered 'spam' or which is deliberately false, misleading, or deceptive (or likely to mislead or deceive);
- (o) Collecting or storing personal data about other users of the Platform; or
- (p) Doing anything else which may interfere with or negatively affect the operation of our Platform, Services, or other users.

11. PROHIBITED ACTIVITIES

You may not access or use the Platform for any purpose other than that for which we make the Platform available. The Platform may not be used in connection with any commercial endeavours except if agreed to in a binding legal contract with Archie.

The prohibited activities with regards to the Platform include, but are not limited to:

- Systematically retrieving data or other content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- Using the Platform in any unauthorised manner, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences;
- Using a buying agent or purchasing agent to make purchases on the Platform;
- Using the Platform to advertise or offer to sell goods and services;
- Circumventing or disabling or otherwise interfering with security-related features of the Platform, including features that prevent or restrict the use or copying of any Platform content or enforce limitations on the use of the Platform and/or the content contained therein;
- Engaging in unauthorised framing of or linking to the Platform;
- Defrauding or misleading us and/or other users, especially in any attempt to learn sensitive account information such as user password;
- Improperly using our support services or submitting false reports of abuse or misconduct;
- Engaging in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- Interfering with, disrupting, or creating an undue burden on the Platform or the networks or services connected to the Platform;
- Attempting to impersonate another user or person or use the username of another user;
- Selling or otherwise transferring your profile;
- Using any information obtained from the Platform in order to harass, abuse, or harm another person;
- Use of the Platform as part of any effort to compete with us or otherwise use Platform and/or the content contained within for any revenue-generating endeavour or commercial enterprise;

- Deciphering, decompiling, disassembling, or reverse engineering any of the software comprising or in any way making up a part of the Platform;
- Attempting to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any portion of it;
- Harassing, intimidating, or threatening any of our employees or agents engaged in providing any portion of the Platform to you;
- Deleting copyright or other proprietary rights notice from any content from or derived from the Platform;
- Copying or adapting the Platform's software, including, but not limited to HTML, JavaScript, or other code;
- Uploading or transmitting (or attempting to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Platform or that modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform;
- Uploading or transmitting (or attempting to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("GIFs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "PCMs");
- Except as may be the result of standard search engines or Internet browser usage, using, launching, developing, or distributing any automated system, including, without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Platform, or using or launching any unauthorised script or other software;
- Disparaging, tarnishing, or otherwise harming, us and/or the Platform, such harm which is assessed and judged at our sole discretion and opinion; and
- Using the Platform as a minor (under the age of 18 years old).
- Using the Platform in a manner inconsistent with any applicable laws or regulations.

12. TAXES

You shall be solely responsible for any taxes applying to the payments you make or receive through the Platform, and to collect, report, and remit such taxes to the appropriate tax authorities. You acknowledge and agree that, at the moment, we do not provide any taxation report concerning the

operation executed and that it is your duty to collect all the information required by the competent tax authorities in order to comply with your tax obligations.

13. PURCHASES AND REFUNDS

To the maximum extent permitted by law, you agree and acknowledge that we are under no obligation to allow refunds on the Platform in relation to any transactions that may be refundable. Any refunds or compensation, whether monetary or otherwise, in relation to the Platform and your use of the Platform and all its features and assets are considered, accepted, or rejected at our sole discretion. This includes, but is not limited to, the following scenarios in which you may potentially suffer loss, harm, or damage:

- (i) accidental transactions made by you;
- (ii) glitches, malfunctions, or other technical errors encountered on the Platform;
- (iii) being made victim of another user's fraud, deceit, prohibited activity, or misdemeanour;
- (iv) fluctuating pricing of cryptocurrency;
- (v) the use of the Platform and/or its features and assets in a manner not consistent with a relevant intended purpose.

14. THIRD PARTY WEBSITES AND CONTENT

The Platform may contain (or you may be sent via the Platform) links to other websites ("Third-Party Websites"), as well as articles, photograph, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Platform, or any Third-Party Content posted on, available through, or installed from the Platform, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Platform and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk and you should be aware that these Terms and Conditions no longer govern your use of and interaction with these Platforms and/or Content. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Platform or relating to any applications you use or install from the Platform.

Any transaction you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products and services offered on Third-Party Websites and we are not liable for any harm caused by your purchase of such products and services. Additionally, you agree and acknowledge that we accept no liability for any losses sustained by you or harm caused to you relating to or resulting, in any way, from any Third-Party Content or any contact with Third-Party Websites.

15. LIMITATION OF LIABILITY

In no event will Archie, the Company, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for any loss or damages, including without limitation, direct, indirect, special, consequential, or punitive loss or damages, arising from or related to your use of the Platform, whether in an action of contract, tort or otherwise, and regardless of whether such damages were foreseeable and whether or not you were advised of the possibility of such damages.

Without limiting the generality of the foregoing, we take no responsibility for and will not be liable for any financial or other loss or damages arising from or related to the use of the Platform, including, without limitation, to any of the following:

- (i) delays, interruption or loss of services;
- (ii) technical failure, malfunction or shutdown;
- (iii) server failure, hacks or unavailability;
- (iv) data loss;
- (v) corrupted data on Archie's servers or programs;
- (vi) failure to update or provide correct information;
- (vii) "phishing" or other platform masquerading as Archie;
- (viii) stolen, lost, or unauthorised use of your means of authorization;
- (ix) loss of business or goodwill.

The limitation of liability set out above shall not be applicable in case of loss or damages caused by Archie or any of its employees by intentional misconduct or gross negligence.

The Platform supports or is integrated with third party services. We take no responsibility for any third-party services and will not be liable for any loss or damages caused by such third-party services.

The Platform is provided on an "as is" and "as available" basis without any representation or warranty of any kind, whether express or implied, to the maximum extent permitted by applicable laws. Archie disclaims any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement.

16. INDEMNIFICATION

To the fullest extent permitted under applicable laws, you agree to hold harmless and indemnify Archie, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors from and against all third-party claims and all liabilities, damages, assessments, losses, costs, or expenses (including reasonable attorney fees) resulting from or arising out of:

- (a) Your alleged or actual breach of these Terms, including, without limitation, Your express representations and warranties;
- (b) Your alleged or actual use or misuse of the Services; and
- (c) Your alleged or actual infringement or violation of any laws or of the rights of a third party.

17. ENTIRE AGREEMENT

These Terms constitute all the terms and conditions agreed upon between you and Archie and supersede any prior agreements in relation to the subject matter of these Terms, whether written or oral.

18. SEVERABILITY AND WAIVER

Unless as otherwise stated in these Terms, should any provision of these Terms be held totally or partially invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of these Terms, and the application of that provision shall be enforced to the extent permitted by applicable laws.

The failure of Archie to exercise or enforce any of the rights or provisions of these Terms shall not be considered as a waiver of Archie's rights to do so.

19. ASSIGNMENT

Archie may assign these Terms and/or delegate any of its obligations hereunder, in whole or in part. You may not assign these Terms or any part of them, nor transfer or sub-license your rights under these Terms to any third party.

20. NO PARTNERSHIP

Nothing contained in these Terms shall be deemed or construed to create a principal and agent, partnership, or joint venture relationship between you and Archie.

21. FORCE MAJEURE

Archie will not be deemed in default of these Terms to the extent that performance of its obligations is delayed or prevented by reason of any external force including, without limitation, war, insurrections, bank failures, strikes, fires, floods, earthquakes, labour disputes, epidemics, governmental regulations, freight embargoes, natural disaster, act of government or any other cause beyond Archie's reasonable control.

22. GOVERNING LAW

These Terms and Conditions, and your use of the Platform, are/is governed by and constructed in accordance with the laws of Queensland, Australia, applicable to agreements made and to be entirely performed in Australia, without regard to its conflicts of law principles.