

TERMS OF SERVICE

ONG Trades, Inc.

www.ongtrades.com

AI-Powered Digital Marketplace for Physical Energy Commodity Trading

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ONG Trades, Inc., a Texas Corporation

IMPORTANT: PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE PLATFORM. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. THESE TERMS CONTAIN AN ARBITRATION PROVISION (SECTION 22), LIMITATIONS OF LIABILITY (SECTION 16), AND INDEMNIFICATION OBLIGATIONS (SECTION 17). IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICES.

1. AGREEMENT AND ACCEPTANCE

These Terms of Service (these “Terms”) constitute a legally binding agreement between you (whether an individual or entity, referred to as “you,” “your,” or “User”) and ONG Trades, Inc., a Texas corporation (“ONG Trades,” “we,” “our,” or “us”), governing your access to and use of our AI-powered digital marketplace for physical energy commodity trading (the “Platform”), the website located at www.ongtrades.com (the “Site”), and all related services, applications, tools, APIs, and features (collectively, the “Services”).

By creating an account, accessing, or using any part of the Services, you represent and warrant that you have the legal authority to enter into these Terms and you agree to be bound by these Terms, our Privacy Policy (available at www.ongtrades.com/privacy), and any additional terms, policies, or guidelines referenced herein or made available through the Platform (collectively, the “Agreement”). If you are accessing the Services on behalf of an entity, you represent and warrant that you have the authority to bind such entity to these Terms.

2. DEFINITIONS

The following defined terms shall have the meanings set forth below throughout these Terms:

“**AI Systems**” means the artificial intelligence and machine learning technologies deployed on the Platform, including the Claude API, LangGraph multi-agent orchestration, fraud detection models, and any other automated or semi-automated decision-making tools.

“**BSV Blockchain**” means the Bitcoin SV public blockchain network used for settlement, recordkeeping, and immutable transaction logging on the Platform.

“**Clearspeed Assessment**” means the voice risk analytics assessment conducted through our integration with Clearspeed, generating trust risk scores for transaction participants.

“**Compliance Architecture**” means ONG Trades’ proprietary six-layer compliance verification framework, encompassing identity verification (Layer 1), sanctions screening (Layer 2), document verification (Layer 3), logistics verification (Layer 4), financial verification (Layer 5), and API authentication and platform security (Layer 6).

“**Commodity**” or “**Commodities**” means the physical energy products available for trading on the Platform, including but not limited to crude oil, ultra-low sulfur diesel (ULSD), Jet A1 aviation fuel, EN590, D6 renewable identification numbers, and other refined petroleum products.

“**Counterparty**” means any User with whom you enter into or negotiate a trade on the Platform.

“**Trade Compliance Score**” means the composite risk and compliance rating calculated by the Platform’s Compliance Architecture for each trade, incorporating results from all six compliance layers.

“**Transaction**” means any purchase, sale, exchange, or other transfer of Commodities facilitated through the Platform.

3. ELIGIBILITY AND ACCOUNT REGISTRATION

3.1 Eligibility Requirements

To access and use the Services, you must:

- Be at least eighteen (18) years of age or the age of legal majority in your jurisdiction, whichever is greater
- If an individual, have the legal capacity to enter into a binding contract
- If an entity, be duly organized, validly existing, and in good standing under the laws of your jurisdiction of organization, with full power and authority to enter into these Terms
- Not be located in, organized under the laws of, or a resident of any country or territory subject to comprehensive sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the European Union, the United Kingdom, or the United Nations
- Not be designated on any sanctions list, including the OFAC Specially Designated Nationals and Blocked Persons (SDN) List, or identified as a Politically Exposed Person (PEP) without completing enhanced due diligence
- Hold all licenses, permits, and regulatory approvals necessary to engage in physical energy commodity trading in your jurisdiction

3.2 Account Registration and Verification

To access trading functionality, you must complete our registration process, which includes providing accurate and complete information, undergoing our KYC/KYB verification process, and submitting all required compliance documentation. You agree to:

- Provide truthful, accurate, current, and complete information during registration and throughout your use of the Services
- Maintain and promptly update your account information to keep it accurate and current
- Complete all required identity verification, including KYC and KYB procedures, and cooperate with our compliance team in conducting due diligence
- Submit to Clearspeed voice risk analytics assessments when requested as part of the transaction verification process
- Maintain the confidentiality of your account credentials and accept responsibility for all activities conducted under your account
- Notify us immediately of any unauthorized access to or use of your account

3.3 Account Suspension and Termination

We reserve the right to suspend, restrict, or terminate your account and access to the Services, in whole or in part, at any time and for any reason, including but not limited to: failure to complete or pass KYC/KYB verification; a sanctions screening match; suspected fraud, money laundering, or other financial crime; violation of these Terms; failure to cooperate with compliance requests; or upon direction from a regulatory authority or law enforcement agency. We will provide notice of suspension or termination where practicable, except where doing so would compromise an investigation or violate applicable law.

4. DESCRIPTION OF SERVICES

4.1 Platform Overview

ONG Trades operates an AI-powered digital marketplace that facilitates the trading of physical energy Commodities. The Platform provides trade matching, compliance verification, logistics coordination, settlement, and related services to qualified market participants. The Platform's core features include:

- AI-powered trade matching using Claude API and LangGraph multi-agent orchestration to connect buyers and sellers based on trade parameters, compliance profiles, and market conditions
- Six-layer Compliance Architecture providing automated and human-reviewed verification at each stage of a Transaction
- BSV blockchain-based settlement and immutable transaction recordkeeping
- Clearspeed voice risk analytics integration for zero-trust transaction verification
- Real-time AIS vessel tracking and logistics coordination through Mapbox integration
- Carbon emissions tracking through B4E Carbon integration, including vessel-level carbon footprint calculations and digital measurement, reporting, and verification (dMRV)
- Document management, including electronic signature processing through DocuSign integration
- Trade Compliance Score generation and risk assessment reporting

4.2 Role of ONG Trades

ONG Trades operates the Platform as a technology marketplace facilitator. ONG Trades is not a party to any Transaction between Users, does not take title to any Commodities, does not act as a broker-dealer, futures commission merchant, commodity trading advisor, or swap dealer, and does not provide investment, legal, tax, or financial advice. ONG Trades does not guarantee the performance of any Transaction, the quality or quantity of any Commodity, or the creditworthiness or reliability of any User or Counterparty.

The Platform facilitates introductions between potential trading partners and provides compliance verification tools, but the decision to enter into any Transaction rests solely with the Users. Users are responsible for conducting their own independent due diligence on all Counterparties and Transactions.

4.3 AI Systems Disclaimer

The AI Systems deployed on the Platform, including trade matching, fraud detection, and risk scoring, are designed to assist Users in evaluating Transactions but are not infallible. AI-generated recommendations, matches, risk scores, and compliance assessments are provided for informational purposes and do not constitute guarantees of accuracy, completeness, or suitability. Users should not rely solely on AI-generated outputs and must exercise independent judgment in all trading decisions.

5. USER OBLIGATIONS AND CONDUCT

5.1 General Obligations

By using the Services, you agree to:

- Use the Services only for lawful purposes and in compliance with all applicable laws, regulations, and industry standards
- Provide accurate, truthful, and complete information in all dealings on the Platform
- Comply with all applicable trade sanctions, export controls, and embargo requirements
- Maintain all required licenses, permits, and regulatory approvals for physical energy commodity trading
- Cooperate fully with ONG Trades' compliance verification processes, including KYC/KYB, sanctions screening, ClearSpeed assessments, and ongoing monitoring
- Settle all Transactions in accordance with the agreed terms and within the timeframes specified
- Maintain adequate financial resources to fulfill your obligations under any Transaction entered into on the Platform

5.2 Prohibited Activities

You shall not, and shall not permit any third party to:

- Use the Platform to facilitate money laundering, terrorist financing, sanctions evasion, tax evasion, or any other financial crime
- Submit false, misleading, or fraudulent information, documentation, or credentials
- Engage in market manipulation, wash trading, spoofing, layering, or any other abusive trading practices
- Circumvent, disable, or interfere with the Platform's security features, Compliance Architecture, or access controls
- Attempt to reverse-engineer, decompile, disassemble, or otherwise derive the source code or underlying algorithms of the Platform or AI Systems
- Access or attempt to access another User's account or data without authorization
- Introduce viruses, malware, or other malicious code into the Platform
- Use the Platform for any purpose other than bona fide physical energy commodity trading
- Transmit trade secrets, confidential information, or proprietary data of third parties without authorization
- Engage in any activity that violates OFAC sanctions, EU/UK/UN sanctions, or other applicable trade restrictions
- Interfere with or disrupt the integrity or performance of the Platform or its infrastructure

5.3 Compliance Cooperation

You acknowledge and agree that ONG Trades' Compliance Architecture requires your ongoing cooperation. Failure to comply with compliance requests, including requests for additional documentation, identity verification, source of funds verification, or ClearSpeed voice risk analytics assessments, may result in transaction delays, account restrictions, or account termination. ONG Trades reserves the right to block, delay, or reverse any Transaction that does not pass all applicable compliance verification layers.

6. TRADING TERMS AND TRANSACTION EXECUTION

6.1 Trade Matching

The Platform's AI Systems analyze trade parameters submitted by Users and generate potential matches between buyers and sellers. A trade match recommendation does not constitute a binding offer or acceptance. Both parties must independently review, negotiate, and confirm all Transaction terms before any binding commitment arises.

6.2 Transaction Formation

A binding Transaction is formed only when both the buyer and seller have: (a) agreed upon all material terms, including Commodity type, grade, quantity, pricing, delivery terms (FOB or CIF), inspection requirements, and settlement method; (b) executed all required documentation through the Platform, including through DocuSign electronic signature processing; and (c) received clearance from all applicable layers of the Compliance Architecture.

6.3 Incoterms and Delivery

All Transactions shall specify the applicable International Commercial Terms (Incoterms) governing the allocation of costs, risks, and responsibilities between buyer and seller. The Platform supports both FOB (Free On Board) and CIF (Cost, Insurance, and Freight) Incoterms. Users are responsible for understanding and complying with the obligations arising under the selected Incoterms.

6.4 Inspection and Quality

Commodities traded on the Platform may be subject to third-party inspection by qualified inspection companies, including SGS and Bureau Veritas. Inspection results, certificates of quality, certificates of origin, and related documentation are processed through the Platform's Compliance Architecture. ONG Trades does not independently verify the quality, quantity, or condition of Commodities and bears no liability for discrepancies between inspection results and actual Commodity characteristics.

6.5 Settlement

Transactions may be settled through the following mechanisms as agreed by the parties:

- Escrow: Funds are held by an approved escrow agent until all conditions of the Transaction are satisfied.
- BSV Blockchain Settlement: Transaction records are immutably recorded on the BSV blockchain, with settlement confirmation and cryptographic proof of completion.
- SWIFT Messaging: Wire transfers processed through the SWIFT network, including MT103 payment instructions and MT700/MT760 letter of credit issuance and amendment, as applicable.
- Letters of Credit/SBLC: Irrevocable letters of credit or standby letters of credit issued by qualified financial institutions, verified through the Platform's financial verification layer.

Settlement timelines, terms, and conditions are determined by the Transaction terms agreed by the parties. ONG Trades facilitates settlement processing but does not guarantee settlement completion, fund availability, or counterparty performance.

6.6 Cancellation and Disputes

Transactions confirmed through the Platform may not be unilaterally cancelled. Any disputes between Users regarding a Transaction shall be resolved between the parties in accordance with the dispute

resolution provisions of their underlying trading agreement. ONG Trades may, at its sole discretion, provide mediation assistance but is not obligated to resolve disputes between Users and shall not be liable for any losses arising from Transaction disputes.

7. FEES AND PAYMENT

7.1 Platform Fees

ONG Trades charges fees for use of the Services as set forth in the fee schedule published on the Platform or as otherwise agreed in writing between you and ONG Trades. Fees may include account registration fees, transaction fees, compliance verification fees, API access fees, and premium service fees. ONG Trades reserves the right to modify its fee schedule upon thirty (30) days' written notice.

7.2 Third-Party Fees

Certain Services involve third-party providers that may charge separate fees, including but not limited to inspection fees, escrow agent fees, banking and wire transfer fees, DocuSign processing fees, and regulatory filing fees. You are solely responsible for all third-party fees associated with your use of the Services and your Transactions.

7.3 Taxes

You are solely responsible for determining and paying all taxes, duties, levies, and assessments applicable to your Transactions, including income taxes, value-added taxes, goods and services taxes, excise taxes, carbon taxes, and any other taxes imposed by applicable authorities. ONG Trades does not provide tax advice and makes no representations regarding the tax consequences of any Transaction.

8. INTELLECTUAL PROPERTY

8.1 ONG Trades IP

The Platform, including all software, algorithms, AI models, user interfaces, designs, trade matching logic, Compliance Architecture, documentation, and content, is the exclusive property of ONG Trades and is protected by copyright, trademark, patent, trade secret, and other intellectual property laws. Nothing in these Terms grants you any right, title, or interest in or to the Platform or our intellectual property, except the limited license to use the Services as expressly set forth herein.

8.2 Limited License

Subject to your compliance with these Terms, ONG Trades grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services solely for their intended purpose of facilitating physical energy commodity Transactions. This license does not include the right to modify, reproduce, distribute, create derivative works from, publicly display, or commercially exploit any aspect of the Platform or Services.

8.3 User Content

You retain ownership of any data, documents, or other content you submit to the Platform ("User Content"). By submitting User Content, you grant ONG Trades a worldwide, non-exclusive, royalty-free,

sublicensable license to use, reproduce, process, store, and display your User Content as necessary to provide the Services, operate the Platform, comply with legal obligations, and improve the Platform's AI Systems (using aggregated and de-identified data). This license survives termination of your account to the extent necessary for legal, compliance, and archival purposes.

8.4 Feedback

Any feedback, suggestions, ideas, or recommendations you provide regarding the Platform or Services ("Feedback") shall be the exclusive property of ONG Trades. You hereby assign to ONG Trades all right, title, and interest in and to any Feedback, and ONG Trades may use Feedback without restriction, attribution, or compensation to you.

9. BLOCKCHAIN SETTLEMENT TERMS

9.1 Immutability

You acknowledge and agree that Transaction records settled on the BSV Blockchain are immutable and cannot be altered, amended, reversed, or deleted after confirmation. This immutability is an inherent feature of blockchain technology and applies regardless of whether the underlying Transaction is subsequently disputed, cancelled, or found to contain errors.

9.2 Public Ledger

The BSV Blockchain is a public distributed ledger. While ONG Trades uses tokenized references and pseudonymous identifiers to minimize personal data exposure on-chain, certain transaction metadata may be publicly viewable. You consent to the recording of Transaction data on the BSV Blockchain as a condition of using the blockchain settlement features of the Platform.

9.3 Network Risks

Blockchain settlement is subject to the operational risks of the BSV network, including but not limited to network congestion, mining delays, hard forks, protocol changes, and potential security vulnerabilities. ONG Trades does not control the BSV network and is not liable for delays, losses, or errors arising from blockchain network issues.

10. CARBON EMISSIONS TRACKING

Through our integration with B4E Carbon, LLC, the Platform captures and records vessel-level carbon emissions data associated with maritime transport of Commodities. Carbon footprint data is attached immutably to the fuel transaction via BSV blockchain, creating a carbon-attributed fuel data product that tracks emissions through the fuel's lifecycle.

Carbon emissions data is provided for informational, reporting, and regulatory compliance purposes. ONG Trades makes no representations or warranties regarding the accuracy, completeness, or regulatory sufficiency of carbon emissions data. Users are responsible for independently verifying carbon data and ensuring compliance with applicable environmental regulations, including the EU Emissions Trading System (EU ETS), the IMO Net-Zero Framework, and any other applicable carbon reporting mandates.

11. VOICE RISK ANALYTICS

The Platform integrates ClearSpeed voice risk analytics technology as a component of our zero-trust Compliance Architecture. ClearSpeed assessments may be required for certain Transaction types, participant categories, or risk threshold triggers.

By agreeing to participate in a ClearSpeed Assessment, you consent to the recording and analysis of your voice data for the purpose of generating a trust risk score. ClearSpeed Assessments are one component of our multi-layer compliance verification and are not the sole determinant of any compliance decision. You may decline a ClearSpeed Assessment, but doing so may result in additional manual due diligence requirements, Transaction delays, or the inability to proceed with a particular Transaction.

12. BLOCKCHAIN FOR ENERGY (B4E) INTEGRATION

The Platform integrates with the Blockchain for Energy (B4E) consortium's Hyperledger FireFly/Kaleido infrastructure for digital identity verification, logistics workflow processing, and consortium-validated compliance data. Data shared with the B4E consortium is governed by applicable B4E data governance policies and our Privacy Policy.

B4E consortium membership and infrastructure are provided by third parties. ONG Trades does not guarantee the availability, accuracy, or performance of B4E infrastructure or services, and is not liable for any disruptions, errors, or losses arising from the B4E integration.

13. CONFIDENTIALITY

Each party agrees to maintain the confidentiality of the other party's Confidential Information. "Confidential Information" means any non-public information disclosed by one party to the other in connection with the Services, including trade data, pricing, counterparty information, compliance records, business strategies, and technical specifications. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was known to the receiving party prior to disclosure; (c) is independently developed without reference to the disclosing party's Confidential Information; or (d) is rightfully obtained from a third party without restriction.

The confidentiality obligations in this Section do not restrict disclosures required by applicable law, regulation, legal process, or governmental request, or disclosures to regulatory authorities in connection with compliance obligations.

14. REPRESENTATIONS AND WARRANTIES

14.1 User Representations

You represent and warrant that:

- You meet all eligibility requirements set forth in Section 3
- All information you provide to ONG Trades is truthful, accurate, current, and complete
- You have the legal authority and capacity to enter into these Terms and to perform your obligations hereunder

- Your use of the Services and your Transactions will comply with all applicable laws and regulations
- You are not acting on behalf of any sanctioned person, entity, or jurisdiction
- The funds used in your Transactions are not derived from any illegal activity and comply with all applicable anti-money laundering laws
- You hold all necessary licenses, permits, and regulatory approvals for your trading activities

14.2 Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ONG TRADES EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. ONG TRADES DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WITHOUT LIMITING THE FOREGOING, ONG TRADES MAKES NO WARRANTY OR REPRESENTATION REGARDING: (A) THE ACCURACY, RELIABILITY, OR COMPLETENESS OF AI-GENERATED TRADE MATCHES, RISK SCORES, OR COMPLIANCE ASSESSMENTS; (B) THE ACCURACY OR COMPLETENESS OF CARBON EMISSIONS DATA; (C) THE PERFORMANCE, CREDITWORTHINESS, OR RELIABILITY OF ANY USER OR COUNTERPARTY; (D) THE QUALITY, QUANTITY, OR CONDITION OF ANY COMMODITY; (E) THE AVAILABILITY OR PERFORMANCE OF BLOCKCHAIN NETWORKS; OR (F) THE OUTCOME OF ANY TRANSACTION.

15. ASSUMPTION OF RISK

You acknowledge and accept that physical energy commodity trading involves substantial risks, including but not limited to:

- Market risk: Commodity prices may fluctuate significantly and unpredictably
- Counterparty risk: Your Counterparty may fail to perform its obligations
- Regulatory risk: Applicable laws and regulations may change, affecting the legality or economics of Transactions
- Technology risk: The Platform, AI Systems, blockchain networks, and integrations may experience errors, outages, or security incidents
- Operational risk: Logistics, inspection, and settlement processes are subject to delays and errors
- Sanctions risk: A Counterparty or involved party may become subject to sanctions after a Transaction is initiated
- Blockchain risk: On-chain records are immutable and subject to network risks
- Currency and payment risk: Foreign exchange fluctuations and payment processing delays may affect Transaction economics

BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY EVALUATED THESE RISKS AND ACCEPT FULL RESPONSIBILITY FOR YOUR TRADING DECISIONS AND THEIR OUTCOMES.

16. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

16.1 Exclusion of Certain Damages

IN NO EVENT SHALL ONG TRADES, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, OR TECHNOLOGY PARTNERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, DATA, TRADING OPPORTUNITIES, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE SERVICES, OR ANY TRANSACTION, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF ONG TRADES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2 Cap on Liability

THE TOTAL AGGREGATE LIABILITY OF ONG TRADES FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE SERVICES, OR ANY TRANSACTION SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID BY YOU TO ONG TRADES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED THOUSAND U.S. DOLLARS (\$100,000).

16.3 Exceptions

The limitations in this Section 16 do not apply to: (a) liability for fraud or willful misconduct; (b) death or personal injury caused by negligence; (c) indemnification obligations under Section 17; or (d) any liability that cannot be limited or excluded under applicable law.

17. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless ONG Trades, its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all claims, demands, actions, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and legal costs) arising out of or in connection with:

- Your use of the Services or any Transaction entered into through the Platform
- Any breach or alleged breach of these Terms, including any misrepresentation or breach of warranty
- Your violation of any applicable law, regulation, or third-party right
- Any dispute between you and a Counterparty regarding a Transaction
- Your failure to comply with KYC/KYB, sanctions, AML/CTF, or other compliance requirements
- Any claim that your User Content infringes or violates the intellectual property or other rights of a third party
- Any tax liability arising from your Transactions

18. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under these Terms to the extent such failure or delay results from circumstances beyond the party's reasonable control, including but not limited to acts of God, natural disasters, epidemics, pandemics, war, terrorism, civil unrest, government actions or sanctions, embargoes, trade restrictions, blockchain network failures, cyberattacks, infrastructure failures, labor disputes, or disruptions to energy markets or supply chains. The affected party shall provide prompt notice of the force majeure event and use commercially reasonable efforts to mitigate its impact.

19. PRIVACY AND DATA PROTECTION

Our collection, use, and disclosure of your personal information is governed by our Privacy Policy, available at www.ongrades.com/privacy, which is incorporated into these Terms by reference. By using the Services, you consent to the data practices described in our Privacy Policy.

20. MODIFICATIONS TO TERMS AND SERVICES

20.1 Modifications to Terms

ONG Trades reserves the right to modify these Terms at any time. Material changes will be communicated by posting the revised Terms on the Site with an updated effective date and, where required by applicable law, by providing notice through the Platform or via email at least thirty (30) days before the changes take effect. Your continued use of the Services after the effective date of any modification constitutes your acceptance of the modified Terms. If you do not agree to any modification, your sole remedy is to discontinue use of the Services and close your account.

20.2 Modifications to Services

ONG Trades reserves the right to modify, suspend, or discontinue any aspect of the Services at any time, with or without notice. ONG Trades shall not be liable to you or any third party for any modification, suspension, or discontinuation of the Services.

21. TERM AND TERMINATION

21.1 Term

These Terms are effective upon your first access to or use of the Services and continue until terminated by either party.

21.2 Termination by You

You may terminate your account at any time by contacting us at support@ongrades.com. Termination of your account does not relieve you of any obligations arising from Transactions entered into prior to termination, including settlement obligations, compliance cooperation, and payment of fees.

21.3 Termination by ONG Trades

ONG Trades may terminate or suspend your account and access to the Services at any time, with or without cause, upon notice to you where practicable. Grounds for termination include, without limitation,

breach of these Terms, failure to complete compliance verification, suspected fraud or financial crime, regulatory direction, or discontinuation of the Services.

21.4 Effects of Termination

Upon termination: (a) your license to use the Services immediately terminates; (b) you must cease all use of the Platform; (c) ONG Trades will retain your data in accordance with our Privacy Policy and applicable legal retention requirements; (d) all provisions of these Terms that by their nature should survive termination shall survive, including Sections 8 (Intellectual Property), 9 (Blockchain Settlement Terms), 13 (Confidentiality), 14.2 (Disclaimer of Warranties), 15 (Assumption of Risk), 16 (Limitation of Liability), 17 (Indemnification), and 22 (Dispute Resolution).

22. DISPUTE RESOLUTION AND GOVERNING LAW

22.1 Governing Law

These Terms and any dispute arising out of or in connection with these Terms shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.

22.2 Mandatory Arbitration

Any dispute, controversy, or claim arising out of or relating to these Terms, the Services, or any Transaction facilitated through the Platform, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted in Dallas, Texas, before a single arbitrator with expertise in technology or financial services. The arbitrator’s award shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

22.3 Class Action Waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND ONG TRADES AGREE THAT ANY ARBITRATION OR COURT PROCEEDING SHALL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. YOU HEREBY WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION AGAINST ONG TRADES.

22.4 Equitable Relief

Notwithstanding the arbitration provisions, either party may seek injunctive or other equitable relief from any court of competent jurisdiction to prevent irreparable harm, including but not limited to the enforcement of confidentiality obligations, intellectual property rights, or compliance with sanctions requirements.

22.5 Dispute Notice

Before initiating arbitration, the complaining party must send a written notice describing the dispute and proposed resolution to the other party. ONG Trades’ notice address is legal@ongtrades.com. The parties

shall attempt to resolve the dispute informally for a period of sixty (60) days following receipt of the notice before initiating formal arbitration proceedings.

23. EXPORT CONTROLS AND SANCTIONS COMPLIANCE

You represent and warrant that your use of the Services complies with all applicable export control laws, trade sanctions, and embargo regulations, including those administered by OFAC, the Bureau of Industry and Security (BIS), the European Commission, and other applicable authorities. You shall not use the Services to facilitate any Transaction that would violate applicable sanctions or export control laws, or that would involve parties or jurisdictions subject to comprehensive sanctions.

24. REGULATORY COMPLIANCE

You are solely responsible for ensuring that your use of the Services and your Transactions comply with all applicable laws and regulations in your jurisdiction, including but not limited to commodity trading regulations, anti-money laundering laws, counter-terrorist financing requirements, tax obligations, environmental and carbon reporting mandates, maritime shipping regulations, and data protection laws. ONG Trades provides compliance tools and verification services but does not guarantee that your use of the Services will satisfy all applicable regulatory requirements.

25. GENERAL PROVISIONS

25.1 Entire Agreement

These Terms, together with the Privacy Policy, any applicable fee schedule, and any additional terms incorporated by reference, constitute the entire agreement between you and ONG Trades with respect to the Services and supersede all prior agreements, understandings, and communications, whether written or oral, regarding the subject matter hereof.

25.2 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, the remaining provisions shall remain in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' original intent.

25.3 Waiver

No waiver by ONG Trades of any breach or default shall constitute a waiver of any subsequent breach or default. No waiver shall be effective unless made in writing and signed by an authorized representative of ONG Trades.

25.4 Assignment

You may not assign or transfer these Terms or any rights or obligations hereunder without the prior written consent of ONG Trades. ONG Trades may assign these Terms, in whole or in part, without your consent in connection with a merger, acquisition, reorganization, or sale of substantially all of its assets.

25.5 Notices

All notices under these Terms shall be in writing. Notices to ONG Trades shall be sent to legal@ongtrades.com. Notices to you shall be sent to the email address associated with your account or through the Platform's notification system. Notices are deemed received when delivered electronically with confirmed receipt.

25.6 No Third-Party Beneficiaries

These Terms are for the sole benefit of the parties hereto and do not confer any rights or remedies upon any third party, except as expressly provided herein.

25.7 Relationship of Parties

Nothing in these Terms creates a partnership, joint venture, agency, franchise, or employment relationship between you and ONG Trades. Neither party has the authority to bind the other except as expressly provided in these Terms.

25.8 Electronic Communications

By using the Services, you consent to receiving communications from ONG Trades electronically, including via email, Platform notifications, and postings on the Site. You agree that all agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirement that such communications be in writing.

25.9 Headings

The headings in these Terms are for convenience of reference only and do not affect the interpretation or construction of these Terms.

25.10 Survival

All provisions of these Terms that by their nature should survive termination or expiration, including representations, warranties, indemnification obligations, limitations of liability, confidentiality obligations, and dispute resolution provisions, shall survive and remain in full force and effect.

26. CONTACT INFORMATION

For questions or concerns regarding these Terms, please contact:

ONG Trades, Inc.

Attn: Legal Department

Highland Park, TX

Email: legal@ongtrades.com

Website: www.ongtrades.com

END OF TERMS OF SERVICE

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