

## **PRIME CIRCLE DIGITAL ASSET INTEREST BEARING ACCOUNT PRODUCT TERMS OF SERVICE**

PRIME CIRCLE offers an interest bearing digital asset account product (“PRIME CIRCLE Interest Account”) for PRIME CIRCLE exchange users. The PRIME CIRCLE Interest Account offers a return of up to 20% per annum depending on the type of digital asset invested and works like a 14 day call investment account.

Subscription to the PRIME CIRCLE Interest Account is subject to these terms of service.

Where we refer to “you” in these terms of service we mean you, the subscriber to the PRIME CIRCLE Interest Account.

Where we refer to “we” we mean ourselves, Prime Circle (Pty) with South African company number **2021/549214/07**.

A reference to “us” means you and/or we, as indicated by the context.

### **1. PRIME CIRCLE INTEREST ACCOUNT SUBSCRIPTION**

- 1.1.** To subscribe to the PRIME CIRCLE Interest Account you must have an PRIME CIRCLE exchange account and you must have successfully completed the KYC (Know-your-customer) and AML (Anti-money laundering) procedure and checks applicable to PRIME CIRCLE exchange account holders.
- 1.2.** Subscription to the PRIME CIRCLE Interest Account is optional and in order to use or access the PRIME CIRCLE Interest Account you must subscribe to it specifically, through your PRIME CIRCLE exchange account, accessible at [www.primecircle.io](http://www.primecircle.io)
- 1.3.** Your use of and subscription to the PRIME CIRCLE Interest Account is subject to your payment of any set subscription or service fees set by PRIME CIRCLE, and which fees may be found at [www.primecircle.io](http://www.primecircle.io)

from time to time - currently there are no subscription or service fees payable.

## **OPERATION OF THE PRIME CIRCLE INTEREST ACCOUNT**

- 1.4.** Once subscribed to the PRIME CIRCLE Interest Account, you will be required to deposit or fund your segregated PRIME CIRCLE Interest Account.
- 1.5.** There are minimum initial deposit amounts depending on the type of digital asset invested. Any subsequent deposit/ investment can be in any amount and additional deposits can be made at any time.
- 1.6.** The rate of interest is up to 5% per annum depending on the type of digital asset invested. Specific rates of interest to be applied can be found at [www.primecircle.io](http://www.primecircle.io)
- 1.7.** Interest earned is paid daily (being a after a period of 24 hours from the time of investment).
- 1.8.** Interest earned may be paid in any digital asset determined by Prime Circle at its discretion.

## **2. WITHDRAWAL AND CANCELLATION OF SUBSCRIPTION**

- 2.1.** You can withdraw from your subscription to the PRIME CIRCLE Interest Account at any time on the giving of 14 days' notice of withdrawal. Your notice or request to withdraw from your subscription to the PRIME CIRCLE Interest Account must and can only be made through your associated PRIME CIRCLE exchange account at [www.primecircle.io](http://www.primecircle.io). You will not receive any interest on the capital invested during the 14 day notice period.

- 2.2. Once your withdrawal is effective (after the 14 day notice period) you will have access to the capital invested and any interest earned through your PRIME CIRCLE exchange account.

### **3. DISCLAIMERS AND WARRANTIES**

- 3.1. You authorise Prime Circle to invest and to reinvest any capital and any interest earned on your Prime Circle Interest Account at its discretion and without notice to you with any digital asset exchange or entity that trades cryptocurrencies in large enough quantities or amounts that the entity qualifies for and benefits from

preferential treatment and lower commissions and rates.

- 3.2. PRIME CIRCLE has a helpdesk, the details of which can be found at [www.primecircle.io](http://www.primecircle.io)
- 3.3. PRIME CIRCLE will only give information about the basic operation of PRIME CIRCLE Interest Account product to PRIME CIRCLE exchange users through the helpdesk.
- 3.4. PRIME CIRCLE specifically does not give any trading, market, investment or financial advice in connection with the PRIME CIRCLE Interest Account product, through any channel or means, including its helpdesk.

### **4. LIABILITY**

- 4.1. Nothing in these terms of service exclude or limit PRIME CIRCLE's liability when it cannot be excluded or limited by law.**

**4.2. PRIME CIRCLE is not liable to you or to anyone else for any direct or indirect damage or loss that you suffer as a result of a failure by PRIME CIRCLE to meet any of its obligations in these terms of service, and where the failure is due to events beyond PRIME CIRCLE's reasonable control. This extends to where the failure by PRIME CIRCLE to meet any of its obligations can be solely attributed to you, any third parties, any data or security breach on or affecting a third party, any data or security breach on or affecting any digital asset exchange, or a combination of the aforementioned.**

## **5. GENERAL**

- 5.1. By subscribing to the PRIME CIRCLE Interest Account, you accept and agree to these terms of service completely.
- 5.2. PRIME CIRCLE specifically reserves the right to terminate, amend or vary these terms of service. When we change these terms of service significantly, we will notify you by email or through your PRIME CIRCLE exchange account of the updated terms of service. At that point you will have the option to withdraw from your subscription to the PRIME CIRCLE Interest Account without prejudice to you but subject to your giving of 30 days' notice of withdrawal from your non-acceptance of the updated terms or service.
- 5.3. By continuing to use the PRIME CIRCLE Interest Account, you acknowledge and agree to the most recent version of these terms of service.
- 5.4. If PRIME CIRCLE does not enforce these terms of service or any part of them, it will not be understood as consent or waiver of the right to enforce them at a later time.
- 5.5. You cannot transfer your rights and obligations from these terms of service to third parties.

- 5.6. The invalidity or unenforceability of any provision or part of these terms of service will not affect the validity or enforceability of any other provision of them.
- 5.7. Any invalid or unenforceable provision will be replaced or be considered to be replaced by a provision which is considered to be valid and enforceable and which's interpretation will be as close as possible to the purpose of the invalid provision.
- 5.8. These terms of service are applicable in conjunction with PRIME CIRCLE's and/or the PRIME CIRCLE exchange's general terms and conditions or terms of service, and which are applicable generally to all PRIME CIRCLE exchange users.
- 5.9. These terms of service are subject to South African law.