



# Customer Agreement

*August 2018*

## CUSTOMER AGREEMENT

This is a legal contract (hereinafter referred to as "Agreement") between B2BX LTD, incorporated in Republic of the Marshall Islands (hereinafter referred to as "Company" or "we") and any individual or legal entity or other corporate body (hereinafter referred to as "Customer" or "You") who has registered on our website [www.b2bx.exchange](http://www.b2bx.exchange) (hereinafter – the "Website") in order to access or use the exchange platform B2BX located at the Website (hereinafter the "Exchange Platform") and any services made available through the Website and Exchange platform (hereinafter – the "Services"). By accessing or using the Website, Exchange Platform and or any Services made available through the Website or the Exchange Platform You acknowledge that You have carefully read and understood this Agreement (together with other documents that are published on our Website, are integral parts of the Agreement and more detailed are listed in clause 11.5.3) and agree to be bound by its provisions. Your consent further represents, warrants and certifies that any information provided by You during the registration process or on our request is correct and complete. You must ensure that the information which You have provided to the Company during the signup process or any time thereafter is always accurate, truthful and up to date and You shall notify us promptly, but not later than within one month, of any changes in such information. As per our AML/CFT obligations and internal procedures we may ask You at any time to confirm the accuracy of Your information or to provide documents or other evidence. If any information You have provided is inaccurate, the Company will not take any responsibility and any loss, direct or indirect, and adverse consequence resulted therefrom will be borne by You.

For corporate and institutional Customers an enhanced due diligence is required (please look the KYC policy).

You may only use the Website, Exchange platform and our Services if it is legal to do so in Your country of residence. You represent and warrant to us that registering on the Website, opening of any of Accounts as it is specified in clause 1.2 below, and using of the Exchange Platform or any Company's Services does not violate any laws or regulations applicable to You.

## 1. SUBJECT OF THE AGREEMENT

- 1.1. This Agreement set out the terms and conditions for provision of Services available to the Customer via the Exchange Platform and Website.
- 1.2. The Company provides all Customers with the following Services:
- 1.2.1. Opening and maintaining the Customer's Trading Room on the Website;
- 1.2.2. Opening and maintaining of the Cash account (paragraph 4 of this Agreement);
- 1.2.3. Processing of exchange and trading transactions among and between customers in the Exchange Platform in order to exchange different cryptocurrencies or blockchain tokens (hereinafter – the "Virtual Currencies") with each other;
- 1.3. In addition to the services specified in clause 1.2 above, the Company provides the next services for corporate and institutional Customers only:
- 1.3.1. Processing of exchange and trading transactions among and between customers in the Exchange Platform in order to exchange different Virtual Currencies with each other, or Virtual Currencies with fiat currencies (Virtual Currencies and fiat currencies hereinafter together or separately referred to as "Assets");
- 1.3.2. Opening and maintaining of Margin account (paragraph 5 of this Agreement);
- 1.4. The trading is carried out through the trading API systems of the Company.
- 1.5. Any of the Cash account or Margin account hereinafter in singular can be specified as the "Account" or in plural - "Accounts". The Accounts are not the bank accounts and the Assets held on them will not earn any interest.
- 1.6. The Assets reflected on the Accounts balances belong to the person or legal entity, which is registered as a holder of a relevant Trading Room. No person other than such holder of a Trading Room has any rights in relation to the funds held on them. You may not assign or transfer Your Accounts or Trading Room to a third party or otherwise grant any third party a legal or equitable interest over it.
- 1.7. All transactions between the Customer and another customers during the trading processes, and between the Customer and the Company can be performed only in Assets allowed by the Company. The Company shall not accept deposits from any third party to the Customer's Accounts, the Company shall not withdraw any funds from the Customer's Accounts to any third party.
- 1.8. You are entirely responsible for any and all activities conducted through Your Trading Room. You agree to notify us immediately of any unauthorized use of Your Trading Room or

any Accounts as well as of any other breach of security. While we may implement certain monitoring procedures designed to alert us to fraudulent activity, we are not responsible for any unauthorized use of Your Trading Room or Accounts, and You agree that You are responsible for such unauthorized use and for protecting the confidentiality of Your password.

1.9. We reserve the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorizing any withdrawal of Your Assets. For these purposes, we may request You to provide additional information or verification documents within the terms defined by us. The Company also reserves the right to conduct an enhanced due diligence for the corporate and institutional Customers.

1.10. It is strictly forbidden to use Your Trading Room or Accounts for any illegal purposes including but not limited to fraud and money laundering. We will report any suspicious activity to the relevant law enforcement agency. You are prohibited from using Your Accounts in an attempt to abuse, exploit or circumvent the usage restrictions imposed.

1.11. If You conduct or attempt to conduct any transaction in violation of the prohibitions contained in this Agreement, we reserve the right to:

- reverse the transaction; and/or
- block or suspend Your Accounts or any of them; and/or
- report the transaction to the relevant law enforcement agency; and/or
- claim damages from You; and
- charge You an administration fee of up to 100 USD (or equivalent in any Asset) in case we apply any of the above.

## 2. RISKS ACCEPTANCE

2.1. The Company provides an execution-only service and does not advise on the merits of any particular transactions or their tax consequences. As a general matter You should familiarize Yourself with our Risk Disclosure Statement, that is an integral part of this Agreement and contains description legal risks and risks associated with trade operations and Virtual Currencies. However, Customers should also be aware of the following prior to utilizing our Services:

2.1.1. Virtual Currencies can be extremely risky. Each particular Virtual Currency has a unique feature set that makes it more or less likely to fluctuate in value. In addition, factors beyond Company's control may affect market liquidity for a particular Virtual Currency, such

as regulatory activity, market manipulation, or unexplainable price volatility. Blockchain networks may go offline as a result of bugs, hard forks, or a number of other unforeseeable reasons. The Company does not assume the risk of losses due to trading or due to factors beyond its control regarding the viability of specific blockchain networks. As a general matter, we advise Customers with limited trading experience and low risk tolerance not to engage in active trading. Speculating on the value of Assets is high risk and You should never trade more than You can afford to lose.

2.1.2. Understanding Virtual Currencies requires advanced technical knowledge. Virtual Currencies are often described in exceedingly technical language that requires a comprehensive understanding of applied cryptography and computer science in order to appreciate inherent risks. Listing of a Virtual Currency on the Exchange Platform does not indicate approval or disapproval of the underlying technology regarding any Virtual Currency, and should not be used as a substitute for Your own understanding of the risks specific to each Virtual Currency. We give You no warranty as to the suitability of the Assets traded under these Agreement and assume no fiduciary duty in our relations with You.

2.1.3. Users accept all consequences of sending Assets to any addresses. For example, an address may have been entered incorrectly and the true owner of the address may never be discovered, or an address may belong to an entity that will not return Your Assets, or an address belongs to an entity that may return Your Assets but first requires action on Your part, such as verification of Your identity. The transactions may not be reversible. Once You send Assets to an address, You accept the risk that You may lose access to Your Assets indefinitely.

2.1.4. You accept the risk of trading Assets, that more detailed is stated in our Risk Disclosure Statement. In entering into any transaction via Your Trading Room, on the Exchange Platform or on any Your Account, You represent that You have been, are, and will be solely responsible for making Your own independent appraisal and investigations into the risks of the transaction and the underlying Assets. You represent that You have sufficient knowledge, market sophistication, professional advice and experience to make Your own evaluation of the merits and risks of any transaction or any underlying Asset.

2.2. You are responsible for complying with applicable law. You agree that the Company is not responsible for determining whether or which laws may apply to Your transactions, including tax law. You are solely responsible for reporting and paying any taxes arising from Your use of the Services.

---

2.3. The Company does not advise on trading risk. If at any point the Company or its representatives do provide trading recommendations, market commentary, or any other information, the act of doing so is incidental to Your relationship with us and imposes no obligation of truth or due diligence on behalf of the Company or its representatives.

2.4. You should check Your Accounts balances and transaction history regularly. You should report any irregularities or clarify any questions You have as soon as possible by contacting Customer Service.

### **3. CUSTOMER'S TRADING ROOM, DEPOSITING AND WITHDRAWAL OF ASSETS**

3.1. After completing the registration process, You may log in Your Trading Room on the Website by entering Your email address and password that You have got during the registration. The Trading Room contains the information about Your Assets. The Trading Room also provides the possibility to open Accounts by following simple instructions.

3.2. You can deposit Assets by visiting the Website, logging into Your Trading Room and following the relevant deposit instructions in the Trading Room. Your Trading Room will be used to store various Assets as deposited by You. Depositing of fiat currencies is allowed for corporate and institutional Customers only;

3.3. You can request a withdrawal of all or part of the Assets held in Your Trading Room at any time by following the instructions specified in the Trading Room.

3.4. You may withdraw all or some of Your available and unlocked Assets, provided that there are enough Assets left to support any current exchange orders (if any).

### **4. CASH ACCOUNT AND CONDUCTING TRADING OPERATIONS VIA THE EXCHANGE PLATFORM**

4.1. The Cash account is an electronic facility, which enables You to use the Exchange platform and related exchange Services. Subject to the terms expressly stipulated below on the Cash Accounts, the Company provides the Customer with an access to the Exchange Platform functionality, which is designed to make the Customer possible to exchange Assets with another Company's customers at the prices specified by the Company's customers only.

4.2. For the avoidance of doubt the Company does not issue Assets to its customers and does not deal as a counterparty in respect of exchange transactions with its customers; rather, the Company merely provides to its customers an access to the technological facility

---

(the Exchange Platform) and related Asset exchange services to conveniently exchange their existing Assets with other customers.

4.3. The Cash account is opened automatically when the Customer completes the registration process, and the credentials for the Cash account are provided to the Customer by E-Mail. After opening of the Cash account you may sell the respective available Assets from Your Cash account to the other Company's customers, by creating exchange orders following instructions provided in the Trading Room. Customers' exchange orders are executed at the Exchange Platform by a technology that automatically matches buy and sell orders of incoming prices generated by the Customers. Matching bids and offers to buy and sell Assets are automatically paired by the Exchange Platform. Once a match is made, the exchange order is executed and cleared instantaneously.

4.4. You hereby agree and acknowledge that by issuing the exchange order You authorize the Company to automatically transfer the exchanged amounts once a match is made, i.e. to credit Your Cash account with the Asset You sell and debit Your Cash account with the Asset You buy. You will be notified that the exchange order has been executed. You should only place an exchange order if You fully intend to complete the transaction.

4.5. The Exchange Platform may part-perform an exchange order made by You and You hereby irrevocably acknowledge and agree that the Company shall be permitted to do so.

4.6. Each exchange order issued on the Exchange Platform is irrevocable and binding on the Customer. Unless otherwise specified in this Agreement, the Company will not reverse an exchange order upon the Customer's request to the extent that it has been already filled. The Customer may delete, cancel or modify the exchange order until it is not matched with one or more other exchange orders as set out above.

4.7. The Company shall at all times be entitled to operate on the basis that each exchange order is correct and does not contain any errors.

4.8. Each exchange order will be confirmed to the Customer using the Exchange Platform's recordkeeping functionality and can be viewed by the Customer in the terminal history.

4.9. The Company is not responsible for Asset exchange transactions carried out between the Customers. You hereby agree and acknowledge that You are bearing all risks associated with the Asset exchange transactions made through the Exchange Platform. The Company is not responsible for any disputes among or between the Customers regarding any transaction. The Company does not in any case guarantee that the buyer or the seller finds a suitable exchange offer to sell or to buy.

4.10. The Company reserves the right to be able to verify the transactions of a Customer at any time in case of a suspicion of rigging the prices. Provided that it has been proven that such rigging actually occurred, the Company reserves the right to block the Customer's Accounts and bestow a financial fine on the Customer, whose extent will depend upon the level of the damage caused. For the purposes of this Agreement, rigging the prices is a situation, where the Customer or an organized group of Customers uses more accounts in parallel to reach for a better price with the purpose of enriching themselves.

## **5. THE MARGIN ACCOUNT (FOR CORPORATE AND INSTITUTIONAL CUSTOMERS ONLY)**

5.1. The Margin account is an electronic facility, which enables You to use the Exchange Platform to trade margined Assets derivatives. Corporate and institutional Customers can open the Margin account by following instructions provided in the trading terminal of the Exchange Platform.

5.2. Margin trading is HIGH RISK. As a borrower, You may sustain a total loss of Assets, or owe Assets beyond what You have deposited to Your Margin account. The high volatility and substantial risk of illiquidity in markets means that You may not always be able to liquidate Your position.

5.3. The margined Assets derivative contract shall mean a leveraged transaction made via the Exchange Platform for the purchase or sale of a financial instrument, which includes a Virtual Currency aimed on generating profit arising out of speculating activity or for hedging purposes, provided that such transaction does not give rise to an obligation relating to, or resulting in physical delivery of financial instrument and does not assume currencies conversion operations subject to physical delivery. For the removable of doubt upon settlement of the margined cryptocurrency derivative contract, the difference in value between the opening and closing positions will either be credited or debited to the Customer's Margin account according to the profit or loss for the transaction.

5.4. We execute all Your trading orders on Margin account subject to the available liquidity. We will provide execution through the available exchange and trading system, which functionality is available in the Exchange Platform, in accordance with the Trading Rules, which form an integral part of this Agreement. We hold the multi-currency exposure as such corresponds to the Customer's transactions.

5.5. We make no guarantees that any Your order shall be executed with or without price

gaps or executed at all. The ability to execute an order is dependent upon our ability to offset the trade at our clearing houses, at the Company's sole discretion.

5.6. You shall provide to, and maintain with us margin in amounts and in forms, as we, in our sole discretion, require. The Company may change margin requirements at any time. No previous margin requirement by the Company shall prevent the Company from increasing that requirement without prior notice. We retain the right to limit the amount and/or total number of open positions that Customer may acquire or maintain on Margin account. It is the responsibility of the Customer to maintain the minimum Margin Level requirements to support all open positions without notice from the Company. The Customer hereby assumes that if he/she fails to comply with margin requirements, the Company in its sole discretion may liquidate any or all of open positions as per Stop out procedure. The Company is not obliged to make any warnings to the Customer prior to liquidating the position for insufficient margin. The Company shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions including but not limited to loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities. For example, in volatile market conditions, margin calls may be delayed resulting in the possibility of a negative usable margin; a margin call may occur even if positions are hedged due to currency conversion rate or daily interest if appropriate.

5.7. A position will be carried forward at the initial execution price until it is eventually closed by the Customer or by the Company under the provisions of this Agreement. Consistent with our policy, a position that is carried forward may be credited or debited interest charges, as may be defined on the Website, until the position is closed if appropriate.

5.8. All funds, securities, currencies, and other property of the Customer which the Company or its affiliates may at any time be carrying for the Customer (either individually, jointly with another, or as a guarantor of the account of any other person) which may at any time be in its possession or control or carried on its books for any purpose, including safekeeping, are to be held by the Company as security and is subject to a general lien and right to set-off for liabilities of the Customer to the Company whether or not the Company has made advances in connection with securities, commodities, currencies or other property, and irrespective of the number of Accounts Customer may have with the Company. The Customer hereby also grants to the Company the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other Customers, to itself as broker or to others, any

securities or other property of Customer held by the Company as margin or security. The Company shall at no time be required to deliver to the Customer the identical property delivered to or purchased by the Company for any Account of Customer.

5.9. The Customer authorizes the Company to rollover all open positions in the Customer's Margin account, at the Customer's risk, into the next settlement time period upon such terms as the Company determines, in its sole discretion. The positions will be rolled over by debiting or crediting the Customer's Margin account with the amount calculated in accordance with the Company's interest policy if appropriate.

5.10. The Company has the right to annul and/or reverse any trades which are deemed untrue or opened at a fictitious price not existing on the market at the time of opening or are in breach with the subject of this Agreement as expressly stipulated above. Without limiting the foregoing, if the Company, in its reasonable discretion, determines that the Customer is engaging or has engaged in trading strategies or activities designed intentionally to exploit errors in price quotations and/or delay, disruption, failure or malfunction of any transmission or communication system or software, Exchange Platform the Company may upon notice to the Customer restrict or modify Customer's access to price quotations, cancel trades, or terminate Customer's access to the Exchange Platform.

## 6. EXPENSES AND COMMISSIONS

6.1. The Company will not charge any commission for crediting Assets to any of the Accounts or withdrawal of Assets from any of the Accounts. However, You may be charged by the commission of blockchain for Virtual Currencies and commission of payment system for fiat currencies. Please be advised that Company doesn't have any influence on such commissions and is not obliged to pay such commissions on behalf of You.

6.2. The Company will charge commission on each exchange transaction initiated by the Customer (hereinafter – the "Exchange Fee"). The current Exchange Fees are specified on the Website.

6.3. The Company reserves the right to change or modify the amount of the Exchange Fee and its payment terms from time to time. Any such changes and modifications will be effective upon relevant update on the Website. If You do not agree to the posted changes and modifications, You may terminate this Agreement as provided therein. Your first use of Your Cash account following the posting of any changes or revisions to the terms of this Agreement or modified Transaction Fee as updated on the Website will constitute Your

acceptance of all such changes or revisions.

6.4. The Company may offer a loyalty program which gives Customers different benefits, for example, allows to pay lower Exchange Fees. Conditions of such loyalty programs will be specified on Website or in Trading Room, and can be modified or canceled by the Company any time by Company's sole discretion.

6.5. Exchange Fee will be deducted from the amount of Asset purchased by You from another Company's customer. You hereby authorize the Company to charge or deduct your Cash account for any applicable Exchange Fees owed in connection with transactions You complete via the Exchange Platform.

6.6. Exchange Fees are paid by both the buyer and the seller in any given transaction.

6.7. For the removable of doubt the Customer remains liable for all charges/costs/expenses/fees incurred by the Company regarding customer's requests claims or complaints if such requests could not be comprehensively satisfied without involving of third parties.

6.8. The Company may change its charges/costs/expenses/fees/conditions of loyalty program without prior notice. All such charges/costs/expenses/fees shall be paid by the Customer as they are incurred, or as the Company in its sole and absolute discretion may determine, and the Customer hereby authorizes the Company to withdraw the amount of any such charges/costs/expenses/fees from the Customer's Traders Room or Accounts.

## 7. THE COMPANY'S RIGHTS AND RESPONSIBILITIES

7.1. The Customer acknowledges that the Company has the following rights:

7.1.1. To reject, cancel, delete or adjust any exchange or trading order or transaction the Customer may place;

7.1.2. To block any Customer's Account;

7.1.3. To provide the Accounts with any transactions deemed necessary by the Company for the proper provision of Services under this Agreement;

7.1.4. To restrict access to, impose limits on, suspend, stop or cancel use of the Exchange Platform (including, without limitation, discontinuing the Customer's use of the API) either generally or of particular Assets, margined cryptocurrency derivatives, transactions or customers, or to discontinue transmission of any or all information;

7.1.5. The Company may refuse to facilitate or proceed with any transactions or refuse access to the Trading Room or Exchange Platform at the Company sole discretion, as a result

of any of the following:

7.1.5.1. Full or partial failure of the Website or Exchange Platform, including failure of the technology or any of the communications linked to the Website or Exchange Platform and the Customer and/or any of the counterparties, or any other circumstance which is deemed impractical to use the Website and Exchange Platform;

7.1.5.2. A breach of security of the Website or Exchange Platform;

7.1.5.3. A material breach by the Customer of its obligations under this Agreement or any other agreement with the Company;

7.1.5.4. Non-compliance by the Customer with any applicable laws;

7.1.5.5. Market conditions generally or conditions affecting a particular Asset, derivative rendering it necessary or desirable (at the Company sole discretion);

7.1.5.6. Absence of liquidity. Any such actions taken by the Company in accordance with this section, shall continue for such a time period as the Company reasonable determines it to be necessary.

7.2. For the purposes of mitigating and managing the potential ML/TF risks faced by the Company and without derogating from the generality of the Company rights as expressly stipulated above, the Company reserves the right in its sole discretion to block Customer's Trading Room or any Customer's Account and prohibit any activity including but not limited to withdrawals for the term of internal investigation but not less than 180 days providing that the Company has reasonable suspicious that the Customer's activity (i) does not comply with Services provided by the Company and the subject of this Agreement, and/or (ii) is fraudulent, and/or (iii) is in breach with the law, present Agreement and the Company Anti-money laundering and Counter-Terrorism Policies.

7.3. In order for the Company to show prices with the speed associated with speculative trading, the Company may have to rely on available price that may later prove to be incorrect. In such a case, the Company may cancel or adjust the trade on the Customer's Margin Account, but shall do so within reasonable time and shall provide the Customer with a full explanation for actions taken.

7.4. The Company shall have at its sole discretion, control over and the right to modify the functionality of the Company's exchange and trading system's price feeds, configurations and content, including but not limited to:

7.4.1. The parameter and protocols, by which the exchange/trading orders are placed, routed, matched or otherwise processed by the Company's exchange and trading system.

7.4.2. The availability of the Company's exchange and trading system with respect to particular financial instrument or transaction at any particular time or location.

7.5. In case of any dispute arisen the Company reserves the right to apply to third parties for advice and/or conducting respective investigation, expertise or analysis, including without limitation on a fee paid basis and the Company shall retain the right to recharge such costs to the Customer with respect to the provisions of this Agreement.

7.6. The Company will make all possible endeavors to execute trading and exchange orders placed by the Customer. The Customer hereby understands that the Company is unable to guarantee the execution of the Customer's orders or requests and that the Customer will not hold the Company liable for any failure in the execution process.

## **8. CUSTOMER REPRESENTATIONS, WARRANTIES AND AUTHORISATIONS**

8.1. The Customer represents and warrants that:

8.1.1. the Customer is of sound mind, legal age and legal competence;

8.1.2. every time when the Customer enters the Trading Room or performs any trading or exchange transactions, the Customer is in full control of its mental powers, is not under the influence of alcohol or drugs;

8.1.3. no person other than the Customer has or will have an interest in the Customer's Accounts;

8.1.4. the Customer hereby warrants that regardless of any subsequent determination to the contrary, the Customer is suitable to enter into this Agreement;

8.1.5. all the information provided in the information portion of the Accounts opening process is true, correct and complete as of the date hereof and the Customer will notify the Company promptly of any changes in such information;

8.1.6. If the individual represents a corporate or institutional Customer, it is fully authorized to do so according to the legislation and has all necessary authorizations issued by the governing body of the Customer;

8.2. The Customer hereby confirms and acknowledges his/her express consent to eliminate the confidential nature of all communications regarding without limitation any disputes, legal proceeding, public statements between the parties hereto or its results including courts or other dispute resolution schemes decision on the matter. The Customer further agrees that the Company may disclose on its sole discretion the contents of such communication where and when the Company deems necessary.

8.3. The Customer represents and warrants that it will immediately notify the Company about any detected error in the Exchange Platform including exchange and trading system, Accounts, Trading Room or the Website functionality, affecting the interests of the Customer and to cease all further actions with the functionality of systems, except for those actions that are aimed at preventing loss on the Customer. The Customer hereby confirms and acknowledges that the Customer will not use the system error in its own interest. Violation of these provisions will make the Company to execute its rights under the Customer's indemnification responsibilities specified in this Agreement and may result in, among other things, termination or suspension of the Customer's right to use the Services.

8.4. In case of an unauthorized exchange/trading transaction or an exchange/trading transaction that was incorrectly executed due to an error by us, You shall bring the unauthorized or incorrectly executed transaction to our attention within 1 (one) day from the date of the transaction. You shall remain solely liable for all losses arisen from the transaction specified above in case: the unauthorized transaction arises from Your failure to keep the Accounts credentials safe; and/or You fail to dispute and bring the unauthorized or incorrectly executed transaction to our attention within 1 (one) day from the date of the transaction.

8.5. The Customer agrees to pay promptly to the Company all damages, costs and expenses, including attorney's fees, incurred by the Company in the enforcement of any of the provisions of this Agreement and any other agreements between the Company and the Customer. To the extent allowable by law, we reserve the right to set-off any damages or amounts owed to us by You for Your breach of this Agreement or other obligations under this Agreement against funds in Your Accounts or any other account held with the Company.

8.6. The Customer do hereby agree and acknowledge that the technological facility (the Exchange Platform), the Website and related software and Services may be provided by the external third party licensors. The Company does not bare any responsibility, whether expressed or implied or statutory, in respect of non-infringement as to the technological facility (the Exchange Platform), the Website, and related software and Services provide by external third party licensors. We make no representations or warranties that the technological facility (the Exchange Platform), the Website, and related software and Services will be uninterrupted, timely, secure, or error free; nor do we make any representations or warranties as to the quality, suitability, truth, usefulness, accuracy, or completeness of the said as additionally specified by us.

8.7. The Customer hereby agrees and acknowledges that the functionality of the Exchange Platform, its configurations and content may be modified by the external third party licensors, including but not limited to:

8.7.1. The parameter and protocols, by which the orders are placed, routed, matched or otherwise processed by the Exchange Platform;

8.7.2. The availability of the Exchange Platform with respect to particular Asset, derivative or transaction at any particular time or location;

8.8. You accept the Company's right to notify You that your Account can enter margin call at 100 %. Margin call calculation is the following:

Margin level = Equity / Margin used x 100% or (Account Balance + Unrealized PnL)/Margin Used x 100%

8.8.1. You acknowledge that if your margin level reaches equal or less than 80%, Company has the right to close your open positions at its own discretion.

## 9. FINAL PROVISIONS

9.1. The Company may in its sole and absolute discretion from time to time provide information to the Customer on practical aspects of Asset exchange and derivatives trading. Notwithstanding any such information provided by the Company, the Customer acknowledges and agrees that it enters into each exchange or trading transaction of its own free will without reliance on any information provided by the Company and that such exchange or trading order is at its own risk. The Customer shall not be entitled to rely on the Company for advice on the timing or terms of any exchange or trading order. The Customer acknowledges and agrees that the exchange rates vary regularly and may be affected by matters and events outside of the control of the Customer and the Company.

9.2. The registered e-mail address and the Password are used to enter the Trading Room and have an access to Your Traders Room and Accounts. You must take all reasonable steps to keep Your registered e-mail address, the password to the Trading Room and telephone password used for communications with Us (collectively - Credentials) safe at all times and never disclose it to anyone. You must take all reasonable care to ensure that Your registered e-mail account as part of the Credentials is secure and only accessed by You, as Your registered e-mail address may be used to reset other Credentials or to communicate with You about the security of Your Accounts. In case the registered e-mail address is compromised, You should without undue delay after becoming aware of this contact

Customer Service and also contact Your registered email service provider.

9.3. In relation to the Credentials, You hereby acknowledge and undertake that:

- a) You will be responsible for the confidentiality and use of Your Credentials;
- b) other than with the Company's prior written consent You will not disclose Your Credentials to persons other than your authorized representatives for any purpose whatsoever;
- c) We may rely on all instructions, orders and other communications entered using valid Credentials, and You will be bound by any transaction entered into or expense incurred on the Your behalf in reliance on such instructions, orders and other communications; and
- d) You will immediately notify Us at our sales and/or customer support desk if You become aware of the loss, theft or disclosure to any third party or of any unauthorized use of Your Credentials.

9.4. If you have any indication or suspicion that Your Credentials being lost, stolen, misappropriated, used without authorization or otherwise compromised, You are strongly advised to change your Password. You must contact Customer Service without undue delay on becoming aware of any loss, theft, misappropriation or unauthorized use of Your Credentials. Regardless of Your notification You shall be liable for any losses as a result and You agree to indemnify and hold the Company, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by us arising out of Your failure to fully and timely perform the Your obligations herein or should any of the representations and warranties fail to be true and correct. You also agree to pay promptly to us all damages, costs and expenses, including attorney's fees, incurred by us arising out of Your failure to fully and timely perform the Your obligations herein.

9.5. The Company does not provide Services to the persons who located at the jurisdictions that are identified by the FATF as high risk and non-cooperative jurisdictions having strategic AML/CFT deficiencies.

9.6. The Company does not provide any Services to the persons reside in the USA or Republic of Singapore, their territories or possessions.

9.7. The Company does not accept transfers from payment institutions incorporated in the USA, its territories or possessions or in the Countries identified by the FATF as high risk and non-cooperative jurisdictions. In case the Company knows or suspects or has reasonable grounds to know or suspect that the Customer became a resident of the countries identified

---

by the FATF as high risk and non-cooperative jurisdictions the Company will immediately close all outstanding positions and block the Accounts.

9.8. We (or our licensors, agents, suppliers, resellers, service providers, or any other subscribers or suppliers) in no event shall we be liable to You, or any other third party for any direct, special, indirect, incidental, consequential, exemplary, or punitive damages, including without limitation, damages for loss of profits, loss of business, loss of opportunity, loss of reputation loss of information, business interruption, revenue, or goodwill, which may arise from Your use of our Services and the Exchange Platform or any of the materials contained on the Website or for Your failure to understand the nature of Virtual Currencies, derivatives or the market for such currencies and its derivatives.

9.9. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY US, OUR SERVICES AND EXCHANGE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO OUR SERVICES, EXCHANGE PLATFORM, THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN. We make no representations or warranties that the Exchange Platform and Services, or any materials contained therein, will be uninterrupted, timely, secure, or error free; nor do we make any representations or warranties as to the quality, suitability, truth, usefulness, accuracy, or completeness of the Exchange Platform and Services or any of the materials contained therein.

9.10. YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH OUR EXCHANGE PLATFORM OR SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS INCLUDING THIRD PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES.

9.11. Due to the nature of our business no refunds are provided by the Company.

9.12. We do not sell, license, lease or otherwise disclose Your personal information to any third party for any reason, except for the next cases:

9.12.1. We have the right to share your personal information with the third party Exchange Platform operator for the verification and due diligence purposes only. The Customer hereby authorizes the Company to provide to such third party Exchange Platform operator all information required to open and verify the account on the name of the Customer. The Customer agrees to defend, to indemnify and hold harmless the Company, its affiliates, employees, agents, successors, subsidiaries, assignees and each of their respective officers, directors, shareholders, members, partners, attorneys, employees, from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, for all damages directly, indirectly, and/or consequentially resulting or allegedly resulting from or arising out of the Customer's use, misuse, or inability to use the third party Exchange Platform operator, services provided by the third party Exchange Platform operator, or any of the materials contained therein.

9.12.2. We reserve the right to disclose Your personal information to third parties when required to do so by law to regulatory, law enforcement or other government authorities.

9.12.3. We may also disclose Your information to non-affiliated third parties if it is necessary to protect the Company's rights or property.

9.13. If any conflict situation arises when the Customer reasonably believes that the Company, as a result of any action or failure to act, breaches one or more terms of this Agreement, the Customer has the right to file a complaint with the Company within one day after the grievance has arisen. The Company will reply on the complaint during two weeks. For avoidance of doubt, the Company has the right to ignore any complaints or messages from the customers who behave incorrectly, impolite or engaged in trolling, etc. For more details please see our Complaints Policy.

## **10. GOVERNING LAW AND JURISDICTION**

10.1. This Agreement, and the rights and obligations of the parties hereto, shall be governed by and enforced in all respects by the laws of the Company's jurisdiction, without regard to choice of law principles.

10.2. The Customer agrees that any civil action, arbitration or other legal proceeding between the Company or its employees or agents, and the Customer arising out of or relating to this Agreement or the Customer's Accounts shall be brought, heard and resolved only by a court located in Company's jurisdiction and the Customer hereby waives trial by jury in any such action or proceeding and waives the right to have such proceeding

---

transferred to any other location. No action, regardless of form, arising out of or relating to this Agreement or transactions hereunder may be brought by the Customer more than one year after the cause of action arose.

## 11. AMENDMENTS AND TERMINATION OF THE AGREEMENT

11.1. The Company has the right to amend or change any conditions of this agreement on Company's sole decision. All applicable changes will be published on the Website. If You do not agree with the made changes or amendments You have the right to refuse from using the Exchange Platform and other Company's Services and to terminate the Agreement according to the clauses 11.2, 11.3 below. If notwithstanding you continue to use the Exchange Platform and the Services, such Your actions serve as a confirmation that you agree with this Agreement in new edition.

11.2. This Agreement shall continue in effect until termination, and may be terminated by the Customer at any time considering the Customer has no liabilities held by or owed to the Company upon the actual receipt by the Company of written notice of termination via registered e-mail, or at any time whatsoever by the Company upon the transmittal of a notice of termination to the Customer via registered e-mail or to the Customers Trading Room available through the Website;

11.3. After receiving a written notice of termination from the Customer, the Company will have 3 (three) banking days for making the counting of possible amounts owed to the Company. If no such amounts are available, the Company will notify the Customer by means of E-Mail about the fact that the Agreement is terminated;

11.4. We may at any time suspend or terminate this Agreement or any of Your Accounts without notice in case:

11.4.1. You breach any condition of this Agreement

11.4.2. You violate or we have reason to believe that You are in violation of any law or regulation that is applicable to Your use of our Services;

11.4.3. we have reason to believe that You are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity.

11.5. We may suspend your Accounts any time if:

11.5.1. We reasonably believe Your Accounts has been compromised or for other security reasons; or

11.5.2. We reasonably suspect Your Accounts have been used or is being used without Your

authorization or fraudulently; and we shall notify You either prior to the suspension or, if prior notification is not possible under the circumstances, promptly after the suspension unless we are prohibited by law to notify You.

11.5.3. THIS IS A LEGALLY BINDING CONTRACT. YOU HAVE TO CAREFULLY READ THE AGREEMENT TOGETHER WITH ITS INTEGRAL PARTS:

- Privacy Policy;
- Cookie Policy;
- Order Execution Policy;
- Risk Disclosure Statement;
- Anti-Money Laundering and Know Your Customer Policy;
- KYC questionnaire for customers-individuals;
- Know Your Customer Policy and questionnaire for Corporate and Institutional Customers;
- Summary Conflicts of Interest Policy;
- Complaints Policy;
- API agreement;
- The information about applicable fees and loyalty programs, specified on our Website;

YOU SHOULD READ THESE DOCUMENTS COMPLETELY AND COMPLETE THE REGISTRATION TO OPEN A TRADING ROOM WITH US.

Your consent acknowledges that You have carefully read, in its entirety, and understood this Agreement with listed above addendums, and that You agree to all of the provisions contained therein. Your consent further represents, warrants and certifies that the information provided by you during the registration process is correct and complete.