



Customer Agreement

20.07.2019

www.bitkruz.com
support@bitkruz.com

AGREEMENT

This is a legal contract (hereinafter referred to as "Agreement") between Bitkruz Limited, address: Global Gateway 8, Rue de la Perle, Providence, Mahe, Seychelles license 213082, dated 26.06.2019 (hereinafter - referred to as "Company", "we", "us", "our") and any individual, legal entity or other corporate body (hereinafter referred to as "Customer", "You", "your") who has registered on our website www.bitkruz.com (hereinafter - the "Website") in order to access and/or use the exchange platform named "Bitkruz", located at the Website (hereinafter the "Exchange Platform") and/or any services made available through the Website and the Exchange platform (hereinafter - the "Services"). By accessing and/or using the Website, the Exchange Platform and/or any Services made available through the Website and/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 and/or provided otherwise by the Company), the integral parts of the Agreement, as more detailed further below, 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 and/or on our request, is correct and complete.

You must ensure that the information which You have provided to the Company, during the application process and/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&KYC policy and internal procedures, we may ask You, at any time, to confirm the accuracy of Your information and/or to provide documents and/or other evidence. If any information You have provided is inaccurate, the Company will not be held liable and take any responsibility for any loss, direct or indirect, and any adverse consequence that may have resulted therefrom, which will be borne by You.

You may only use the Website, the Exchange platform and our Services if it is legal to do so in Your country of residence. You represent and warrant that registering on the Website, opening of account(s) and/or receiving of any service(s) from the Company, as further detailed below, and/or usage of the Exchange Platform and/or any service(s) from the Company, does not violate any laws and/or regulations applicable to You.

1. SUBJECT OF THE AGREEMENT

- 1.1. This Agreement set out the terms and conditions for provision of the Services available to the Customer via the Exchange Platform and/or the Website. You should pass KYC procedures according to the provisions of our AML&KYC policy, in order to use the Services;
- 1.2. The following Services are provided by the Company to customers-individuals, who have passed KYC procedure:
 - 1.2.1. Opening and maintaining the Customer's Trading Room on the Website;
 - 1.2.2. Opening and maintaining the Cash account (paragraph 4 of this Agreement);
 - 1.2.3. Processing the exchange and trading transactions among and between customers, within the Exchange Platform, in order to exchange different cryptocurrencies and/or blockchain tokens (hereinafter - the "Virtual Currencies") with each other;
- 1.3. In addition to the services provided in clause 1.2 of this Agreement, the following services shall be provided to customers-individuals, that have passed the enhanced KYC measures according to our AML&KYC policy:

- 1.3.1. Processing the exchange and trading transactions among and between customers, within the Exchange Platform, in order to exchange different Virtual Currencies with each other and/or Virtual Currencies with fiat currencies (Virtual Currencies and fiat currencies hereinafter together or separately referred to as “Assets”);
- 1.4. Corporate and institutional customers are subjected to enhanced KYC procedure, as per the AML&KYC policy. Special conditions may be applicable to them by signing respective agreement with the Company, however conditions of this Customer Agreement are applicable to them in the part that doesn't contradict special conditions;
- 1.5. The trading is carried out through the trading API systems of the Company;
- 1.6. Any of the Cash accounts hereinafter in singular can be specified as the “Account” or in plural - “Accounts”, are not the bank accounts and the Assets held within will not earn any interest;
- 1.7. The Assets displayed within the Account(s)' balances belong to a 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 Assets held by the relevant Account(s). You may not assign or transfer Your Account(s) and/or Trading Room to a third party and/or otherwise grant any third party a legal or equitable interest over it;
- 1.8. Fiat currency may be held on the Account for short-term period for the purpose of facilitating transactions in the cryptocurrency. As per the local legislative requirements, the Company doesn't provide fiduciary services and/or the services of currency storage. Therefore, the Account for fiat currency is used only as a temporary account, whereby the Customer is obligation to ensure that any fiat money are withdrawn from the Account. We reserve the right to demand the withdrawal of fiat currency from your Account if, in our opinion, you are using your Account in the way that contradicts to the terms of this Agreement;
- 1.9. All transactions between the Customer and other customers and/or between the Customer and the Company, can be performed only in Assets allowed/accepted by the Company. The Company shall not accept transfers from any third party to the Customer's Account(s) nor will the Company execute any withdrawals, from the Customer's Account(s) to any third party;
- 1.10. 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 and/or any Account(s) 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 and/or Account(s), and You agree that You are responsible for any such unauthorized use and for protecting the confidentiality of Your password;
- 1.11. We reserve the right to carry out any necessary money laundering, terrorism financing, fraud and/or other illegal activity checks before authorizing any withdrawal of Assets from Your Account(s). For these purposes, we may request You to provide additional information, including verification documents within the terms defined by us. The Company also reserves the right to conduct an enhanced due diligence, when such deemed necessary by the Company, specifically for the corporate and institutional customers;
- 1.12. It is strictly forbidden to use Your Trading Room and/or Account(s) 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 Account(s) in an attempt to abuse, exploit or circumvent the usage restrictions imposed;

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

- reverse the transaction(s); and/or

- block and/or suspend Your Accounts, or any of them; and/or

- report the transaction(s) 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;

1.14.By using the Website, the Exchange Platform and/or the Services, you represent that such use is legal in your local jurisdiction, and you agree that you will not use the Website, the Exchange Platform and/or the Services if such use is prohibited or otherwise violates the laws of the country, state, province, or other jurisdiction in which you reside or of which you are a citizen;

1.15.Depending on the Your place of residence, You may not be able to use all the functions of the Website. It is Your responsibility to follow the rules and laws in Your place of residence and/or place from which You access the Website;

1.16. You acknowledge and agree that, when completing trading transactions, within the Exchange Platform, You are trading/transacting with other customers, and We act only as an intermediary in such transaction(s), and not as the counterparty to any trade/transaction.

2. RISKS ACCEPTANCE

2.1.The Company provides an execution-only service and does not advise on the merits of any particular transaction(s) and/or their tax consequences. As a general matter, You should familiarize Yourself with our Risk Disclosure Statement, forming an integral part of this Agreement and contains, in descriptive way, reference to the legal risks and risks associated with trading, and other relevant transactions, with Virtual Currencies. However, the Customer 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 which makes it more or less likely to fluctuate in value. In addition, factors beyond the Company's control may affect market liquidity, for a particular Virtual Currency, such as regulatory activity, market manipulation, and/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 and/or due to factors beyond its control, regarding the viability of specific blockchain networks. As a general matter, for the Customer with limited trading experience and low risk tolerance, it is recommended 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/or computer science, in order to understand 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, offered for trading/transacting, under these Agreement, and assume no fiduciary duty in our relations with You;

- 2.1.3. Client(s) accept all consequences of sending Assets to any address. 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 whereby You acknowledge that You may lose access to Your Assets indefinitely;
- 2.1.4. You accept the risk of trading/transacting with Assets, as more details are stated in our Risk Disclosure Statement. In entering into any transaction via Your Trading Room, on the Exchange Platform or on any Your Accounts, You represent that You have been, are, and will be solely responsible for making Your own independent appraisal and investigations about the risks related to relevant transaction(s) and the underlying Assets. You represent that You have sufficient knowledge, market sophistication, and/or experience, based on the professional advice or otherwise, to make Your own evaluation of the merits and risks of any transaction and/or any underlying Asset;
- 2.2. You are responsible for complying with applicable law(s). You agree that the Company is not responsible for determining whether or which law(s) may apply to Your transaction(s), 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 and/or its representatives do provide trading recommendations, market commentary, and/or any other information, the act of doing so is incidental to Your relationship with us and imposes no obligation of truth and/or due diligence on behalf of the Company and/or its representatives;
- 2.4. You should check Your Account(s)' balances and transaction(s) history regularly. You should report any irregularities or forward any questions You may have, as soon as possible, by contacting Customer Service;
- 2.5. Virtual Currency blockchains may "fork" (as described below under the heading "Forks"), and we may not support the forked Virtual Currency promptly, or at all;
- 2.6. You are solely responsible for determining whether any contemplated transaction is appropriate for You, based on Your personal goals, financial status and/or risk appetite.

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

- 3.1. After completing the registration process, You may log into Your Trading Room, on the Website, by entering Your email address and password that You have been provided with, during the registration. The Trading Room contains the information about Your Assets. The Trading Room also provides the possibility to open Account(s) 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" within the Trading Room. Your Trading Room will be used to store various Assets as transferred/deposited by You;

- 3.3. You can request a withdrawal of all or part of the Assets, held within Your Trading Room, at any time, by following the instructions specified within the Trading Room;
- 3.4. You may withdraw all or part of Your available and unlocked Assets, provided that there are enough Assets left to support any current/pending order/transaction(s) (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, about the Cash Accounts, the Company provides the Customer with an access to the Exchange Platform's functionality, which is designed to facilitate the Customer exchanging Assets, among each other and/or among customers, at the prices specified by the Company's customers;
- 4.2. For the avoidance of doubts, the Company does not issue Assets to its customers and does not deal as a counterparty in respect of exchange transaction(s) 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 exchange their Assets among each other and/or 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 the Cash account, you may sell the respective available Assets from Your Cash account to other customer(s) of the Company, by creating exchange order(s), following instructions provided within 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 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 placing 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 sold and debit Your Cash account with the Asset You bought. You will be notified once 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/completed. The Customer may delete, cancel or modify the exchange order before is 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 exchange of Assets transactions, carried out between customers. You hereby agree and acknowledge that You are bearing all risks associated with the Asset exchange transaction(s), made through the Exchange Platform. The Company is not responsible for any disputes among and/or between customers regarding any transaction. The Company does not, in any case, guarantee that the buyer and/or the seller will find suitable exchange offer to sell and/or to buy;
- 4.10. The Company reserves the right to verify the transaction(s) of the 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 Account(s) 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 and/or an organized group of customers uses more accounts in parallel to achieve a better price, with the purpose of enriching themselves;

5. EXPENSES AND COMMISSIONS

- 5.1. The Company will not charge any commission for crediting/debiting Assets to/from any Account of the Client. However, You may be charged the commission by the blockchain for Virtual Currencies and/or commission(s) by payment system(s) for fiat currencies. The Customer is advised that the Company doesn't have any influence on such commissions and shall not pay such commissions on behalf of the Client;
- 5.2. 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;
- 5.3. The Company reserves the right to change and/or modify the Exchange Fees and relevant payment terms, from time to time. Any such changes and/or modifications will be effective upon relevant update on the Website. If You do not agree to the posted changes and/or modifications, You may terminate this Agreement as provided therein. Your first use of Your Cash account, following the posting of any changes and/or modifications to the terms of this Agreement and/or modifications to the Exchange Fee, as updated on the Website, will constitute Your acceptance of all such changes and/or modifications;
- 5.4. The Company may offer a loyalty program which gives customers different benefits, for example, offer lower Exchange Fees. Conditions of such loyalty programs will be specified on Website or in Trading Room, however are subject to modifications and/or cancelation, by the Company, at any time and at the Company's sole discretion;
- 5.5. Exchange Fee will be deducted from the amount purchased by You, from another customer of the Company. You hereby authorize the Company to charge and/or deduct, from your Cash account, any Exchange Fees applicable to the relevant transaction(s), executed by the Client, via the Exchange Platform;
- 5.6. Exchange Fees are paid by both the buyer and the seller in any given transaction.
- 5.7. For avoidance of any doubt, the Customer remains liable for all charges/costs/expenses/fees incurred by the Company regarding the Customer's request(s), claim(s) and/or complaint(s) if such request(s), claim(s) and/or complaint(s) could not be comprehensively satisfied without involving of third parties.
- 5.8. The Company may change its charges/costs/expenses/fees/conditions, related to loyalty program, without prior notice. All such charges/costs/expenses/fees shall be borne by the Customer, as they incur, 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 Account(s).

6. THE COMPANY'S RIGHTS AND RESPONSIBILITIES

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

6.1.1. To reject, cancel, delete and/or adjust any exchange and/or trading order and/or transaction that the Customer may place;

6.1.2. To block any Customer's Account;

6.1.3. To provide the Account(s) with any transactions deemed necessary by the Company for the proper provision of Services under this Agreement;

6.1.4. 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, transactions and/or customers, or to discontinue transmission of any and/or all information;

6.1.5. The Company may refuse to facilitate and/or proceed with any transaction and/or refuse access to the Trading Room and/or Exchange Platform, at the Company sole discretion, as a result of any of the following:

6.1.5.1. Full or partial failure of the Website and/or Exchange Platform, including failure of the technology and/or any of the communications channels linked to the Website and/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;

6.1.5.2. A breach of security of the Website and/or Exchange Platform;

6.1.5.3. Extraordinary situations, including but not limited to incorrect execution of orders by the Exchange Platform;

6.1.5.4. A material breach by the Customer of obligations under this Agreement and/or any other agreement with the Company;

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

6.1.5.6. Market conditions generally and/or conditions affecting a particular Asset and/or relevant derivative(s) (at the Company sole discretion);

6.1.5.7. Absence of liquidity. Any such action(s) taken by the Company, in accordance with this section, shall continue for such time period, as the Company reasonable determines it to be necessary;

6.1.5.8. The Customer sets trading orders with prices that, on Company's opinion, are much lower or much higher than market prices. Such actions are treated by the Company as a fraudulent actions;

6.2. For the purposes of mitigating and managing the potential Money laundering and terrorism financing risks, faced by the Company, without derogating from the Company rights, as expressly stipulated above, the Company reserves the right, in its sole discretion, to block Customer's Trading Room and/or any Customer's Account and prohibit any activity including but not limited to withdrawals, for the period defined by the Company, in its sole discretion, required for the performance of the 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 the Services provided by the Company and the terms of this Agreement, and/or (ii) is fraudulent, and/or (iii) is in breach with the law, present Agreement and/or the Company's AML&KYC policy;

6.3. 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 Account, but shall do so within reasonable time and shall provide the Customer with a full explanation for actions taken.

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

6.4.1. The parameter and protocols, by which the trades/transactions are placed, routed, matched and/or otherwise processed by the Exchange Platform;

6.4.2. The availability of the particular Asset through the Exchange Platform, at any particular time and/or location;

6.5. In case of any dispute arisen, the Company reserves the right to request a third parties for advice and/or conducting respective investigation, expertise and/or analysis, including without limitation a possible fee charge(s), whereby, the Company shall retain the right to apply such costs to the Customer, with respect to the provisions of this Agreement;

6.6. The Company will make all possible endeavors to execute trades/transactions requested by the Customer. The Customer hereby understands that the Company is unable to guarantee the execution of the Customer's orders and/or requests and that the Customer will not hold the Company liable for any failure in the execution process;

6.7. To the extent permitted by law, the Company shall not be held responsible for any damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss, unless the loss suffered is caused by a breach of this Agreement by the Company;

6.8. The Company shall not be held responsible for any malfunction, breakdown, delay or interruption of the Internet connection and/or any other reason related to the possible unavailability of the Website, at any given time;

6.9. The Company shall not be held responsible for any delay in the processing of payments, made by the fault of any third parties (operators) of such transactions;

6.10. In case of changes in the legislation of a particular country, the consequences of which are stricter regulation of a Virtual Currency presented on the Exchange Platform, the Company may restrict trading on a certain pair with such a Virtual Currency for Customers who are subject to such changes in legislation. In such a case the Customer will only be able to withdraw the limited for trading Virtual Currency to an external address.

6.11. In the case of fraud, the Company undertakes to report all the necessary information, including names, addresses and all other requested information, to the relevant authorities dealing with fraud and breaches of the legislation. The Customer realizes that the Account(s) may be frozen, at any time, at the request of any competent authority investigating a fraud or any other illegal activity.

7. CUSTOMER REPRESENTATIONS, WARRANTIES AND AUTHORISATIONS

7.1. The Customer represents and warrants that:

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

7.1.2. every time when the Customer enters the Trading Room and/or performs trading/transaction(s), the Customer is in full control of its mental powers, is not under the influence of alcohol, drugs and/or subjected to any other influence that would cause the Client to perform trading/transaction(s) in different manner than otherwise;

7.1.3. no person other than the Customer has or will have an interest in the Customer's Account(s);

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

7.1.5. all the information provided through 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;

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

7.1.7. The Customer represents and warrants that both fiat currency and Virtual Currency deposited to any Account belong to the Customer and derived from legal sources.

7.1.8. The Customer represents and warrants that he/she will withdraw any Virtual Currency from his/her Account only to his/her wallets, otherwise the Company does not hold any liability for the consequences of such withdrawal.

7.1.9. The Customer represents and warrants that all transactions being carried out do not violate the rights of any third party or applicable laws.

7.2. 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.

7.3. The Customer understands that his personal data and identifiers may be shared with appropriately authorized third parties, due to legal obligations such as prevention of crimes and tax purposes and/or to provide the service requested by the Customer. Please study the Privacy Policy for more information.

7.4. 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.

- 7.5. 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.
- 7.6. 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.
- 7.7. 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.
- 7.8. 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:
- 7.8.1. The parameter and protocols, by which the orders are placed, routed, matched or otherwise processed by the Exchange Platform;
- 7.8.2. The availability of the Exchange Platform with respect to particular Asset, derivative or transaction at any particular time or location;

8. ABUSIVE TRADING STRATEGIES

The market abuse comprises of unlawful behavior in the financial markets, which includes but is not limited to insider trading, unlawful disclosure of inside information, market manipulation, arbitrage exchange (whether internal or external) and other abusive trading strategies and the Customer furthermore undertakes not to act in any abusive way, under this Agreement.

Moreover, trading strategies aimed at exploiting errors in prices and/or concluding transaction(s) at prices that are not representing the market value(s), including latency, insider trading, trading with high risk parameters are not permitted/accepted. Customer(s) found to be using abusive trading strategies, whether by using sophisticated technology, manual methods when such trading is based on errors or any other method found to be abusive but not pre-defined is not accepted by the Company. Clients found to be using the abusive trading strategies, associated with algorithmic and high frequency trading are not accepted and

relevant account(s) shall be subjected to correction(s)/modification(s) and, in cases may be subject to closure, should the Company find such an activity fit.

The Company may take one or more of the following counter measures:

- a) adjust the price(s) provided to the Customer;
- b) change the price spreads offered to the Customer;
- c) change the trading conditions/limitations applied to the Customer's account(s);
- d) cancel the transaction(s);
- e) reverse the transaction(s);
- f) enter the values that transaction(s) would have had if the correct trading conditions, not considered abusive, were applied;
- g) delay in price confirmation and/or re-quote the price(s) offered;
- h) restrict the Customer's access to streaming, instantly tradable quotes, by providing manual quotation only;
- i) retrieve from the Customer's account(s) any historic trading profits;
- j) terminate the relationship with the Customer immediately by the way of written notice.

9. FORKS

9.1. You understand, acknowledge and agree that the underlying operating rules of certain Virtual Currency may change from time to time in such a way as to result in more than one related version of an existing Virtual Currency (each instance of any such change, a "Fork"). If a Fork occurs, it will result in the creation of a new Virtual Currency (the "New Forked Virtual Currency") related to an existing Virtual Currency (the "Prior Virtual Currency"). As a result, we will hold an amount of the New Forked Virtual Currency proportional to our holdings of the Prior Virtual Currency. You further understand, acknowledge and agree that each Fork may materially affect the value, function, and/or name of the original Virtual Currency you hold in your Account and that the New Forked Virtual Currency may have minimal or no value.

WE HAVE NO CONTROL OVER, NOR DO WE HAVE THE ABILITY TO INFLUENCE, THE CREATION OR IMPLEMENTATION OF A FORK OR OF THE NEW FORKED VIRTUAL CURRENCY. WE CAN PROVIDE NO ASSURANCES ABOUT THE SECURITY, FUNCTIONALITY OR SUPPLY OF ANY VIRTUAL CURRENCY, INCLUDING BOTH THE NEW FORKED VIRTUAL CURRENCY AND THE PRIOR VIRTUAL CURRENCY. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT WE ASSUME NO LIABILITY RELATING TO ANY CHANGE IN THE VALUE OF ANY VIRTUAL CURRENCY (WHETHER OR NOT RESULTING FROM A FORK).

9.2. If a Fork occurs, you understand, acknowledge and agree that we may temporarily suspend the operations of the Exchange Platform (with or without advance notice to you) while we determine, in our sole discretion, whether to support either or both of the New Forked Virtual Currency and the Prior Virtual Currency. In addition, while we will endeavor to make this determination expeditiously, we have the right to continue the suspension of the Exchange Platform for such length of time as we deem prudent in order to make such determination. You understand, acknowledge and agree that the Exchange Platform is unlikely to support trading in all New Forked Virtual Currencies.

9.3. You understand, acknowledge and agree that you have no right, claim or privilege in, or with respect to, any New Forked Virtual Currency. If we do not support a New Forked Virtual Currency, you may not be able to withdraw the New Forked Virtual Currency from the Exchange Platform promptly or at all; you may not be able to trade the New Forked Virtual Currency on our platform for fiat currency or other crypto assets; and you may lose any value associated with such New Forked Virtual Currency. If we determine not to support a New Forked Virtual Currency, we may, in our sole discretion, (i) obtain and retain the New Forked Virtual Currency as property belonging to us; or (ii) make the New Forked Virtual Currency available to you on a one-time basis, based on your holding of the Prior Virtual Currency at the time of the Fork, subject to the withholding and retention by us of an amount reasonably calculated to fairly compensate us for the cost of making such New Forked Virtual Currency available and subject to our withdrawal procedures. We will notify you if only if we elect to permit a one-time withdrawal pursuant to (ii) above.

9.4. You understand, acknowledge and agree that if you or a third party deposits an amount of a New Forked Virtual Currency (or any other crypto asset) that the Exchange Platform does not support into our omnibus client account for crypto assets, we have the right to and will account for any such unsupported crypto asset (including unsupported New Forked Virtual Currency) as belonging to us. We have, and assume, no obligation or duty to return the crypto asset transmitted to one of our accounts on an unsolicited basis.

10. AIRDROPS

You understand, acknowledge and agree that in the event that a third party attempts to or does distribute (sometimes called “airdropping” or “bootstrapping”) a Virtual Currency (whether or not supported by the Exchange Platform) to Virtual Currency addresses, we will treat such airdropped Virtual Currency as we would treat all unsupported Virtual Currencies. You further agree and understand that airdropped Virtual Currencies do not create a relationship between us and the transferor, or sender, and/or the related network that created the airdropped Virtual Currency; and, further that we are not subject to any obligation as it may relate to the transferor and/or the related network.

11. FINAL PROVISIONS

11.1. 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.

11.2. 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.

11.3. 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. The Company does not provide any Services to the persons reside in the USA or Republic of Singapore, their territories or possessions.
- 11.7. 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.
- 11.8. 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.
- 11.9. 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.

11.10. 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.

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

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

11.12.1. 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.

11.12.2. 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.

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

11.13. 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.

11.14. For all financial calculations the Company uses the rounding policy in the favour of the Exchange Platform. The Company rounds the Fiat currencies to the 2nd digit after the separator. The rounding policy for cryptocurrencies varies depending on cryptocurrency.

11.15. For the purpose of the processes optimization, transactions on the Exchange Platform with regard to some items (including, but not limited to currencies, cryptocurrencies, etc.) will not be reflected at the Customer's Account or Trading Room and will appear as soon as a unit is whole in accordance with the rounding standards.

11.16. All content on the Website is protected by copyright, patent, trademark and any other applicable laws, unless otherwise specified in this Agreement. The use of any content from the Website without writing agreement of the Company or other owner of the information is strictly prohibited; any such unauthorized use may violate copyright, patent, trademark and any other applicable laws and could result in criminal or civil penalties.

12. GOVERNING LAW AND JURISDICTION

12.1. 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.

12.2. 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.

13. AMENDMENTS AND TERMINATION OF THE AGREEMENT

13.1. The Company has the right to amend or change any conditions of this agreement on Company's sole decision. It is your responsibility to review this Website and Agreement on a regular basis to be familiar with any changes. 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 13.2, 13.3 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.

13.2. 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;

13.3. 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;

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

13.4.1. You breach any condition of this Agreement

13.4.2. 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;

13.4.3. We have a reason to believe that You are using any abusive trading strategies as specified in Article 8 of the Agreement;

13.4.4. We have a reason to believe that you are in any way involved in any fraudulent activity (including actions specified in clause 6.1.5.8 of this Agreement), money laundering, terrorism financing or other criminal activity;

13.4.5. The Company is not satisfied with the information obtained through “Know Your Client” verification procedures and the Customer is not willing or refuse to provide any additional information/documentation related to verification of the Customer including proof of address, source of funds etc.;

13.5. We may suspend your Accounts any time if:

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

13.5.2. 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.

13.5.3. 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 with appendixes (“AML&KYC Policy”);
- 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.