

## TERMS AND CONDITIONS

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE YOU USE THIS WEBSITE OR ANY OF THE COMPANY SERVICES.**

### **1.INTRODUCTION.**

- 1.1 These Terms and Conditions shall regulate the relationship between Future Finance Group LLC (hereinafter referred to as „**Future Finance**“, „**Company**“, „**we**“, „**us**“, „**our**“, as appropriate) with registered address SVG – Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines and any person being either a natural person or a legal entity (hereinafter referred to as „**Customer**“, „**you**“, „**your**“, „**yourself**“, as appropriate), who has successfully opened an account and agreed to the current terms and conditions during the registration procedure.
- 1.2 Future Finance Group LLC (operating under the brand name „ex-cap“) is a company incorporated under the laws of Saint Vincent and the Grenadines, with registration number 2294 LLC 2022. The Company will offer its services via the Company’s website [www.ex-cap.com](http://www.ex-cap.com).
- 1.3 These Terms and Conditions are effective as of the date Customer accepts the Terms and Conditions by clicking “Accepted and Agreed To” (the “**Effective Date**”). Customer’s use of and Company’s provision of the Services (as defined below in Section **Error! Reference source not found.**) are governed by these Terms and Conditions and other documents that form the Agreement as defined in Section 2.7. of these Terms and Conditions.
- 1.4 THE CUSTOMER ACKNOWLEDGES AND CONFIRMS THAT HE/SHE HAS READ THESE TERMS AND CONDITIONS AND LEGAL DOCUMENTATION that form the Agreement as defined in Section 2.7. of these Terms and Conditions), UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS. By accepting the Terms and Conditions, the Customer enters into a legally binding agreement with the Company.
- 1.5 The Customer acknowledges that the Company requires all deposits and withdrawals to be done in cryptocurrency or through the Third-Party cryptocurrency exchange Providers within the Website. The company doesn’t not accept any kinds of wire transfers, checks, cash deposit, credit card deposits or any other form of FIAT currency, or any currency which would be considered legal tender.
- 1.6 The Company is entitled to refuse the provision of any of the Services to the Customer, at any time, without being obliged to inform the Customer of the reasons to do so in order to protect the legitimate interests of both the Customer and the Company.
- 1.7 The Company offers only cryptocurrency related services. No financial services are offered to clients.

### **2. DEFINITIONS AND INTERPRETATION.**

- 2.1 For purposes of these Terms and Conditions, capitalized terms shall have the meanings set forth below. Capitalized terms utilized in these Terms and Conditions and not defined have the meaning set forth in the other documents that form the Agreement as defined in Section 2.7. of these Terms and Conditions, or such other applicable document between the Customer and the Company relating to its access to and use of the Services.
- 2.1.1 „**Access Code**“ means the username and password given by the Company to the Customer for accessing the Trading Platform.

- 2.1.2 **“Account”** means any account created by or on behalf of Customer for access to and use of any of the Services. Account provides access to the Trading platform and contains all of the Customer’s Transactions and Orders.
- 2.1.3 **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the Company or the Customer.
- 2.1.4 **“AML (anti-money laundering)”** means any laws, regulations, rules or guidelines relating to money laundering, including, without limitation, financial recordkeeping, reporting requirements and anti-money laundering program requirements, which apply to the Company or the Customer.
- 2.1.5 **“Applicable law”** shall mean all civil and common laws, statutes, subordinate legislation, treaties, regulations, directives, decisions, by-laws, ordinances, circulars, codes, orders, notices, demands, decrees, injunctions, resolutions, rules and judgments of any government, quasi-government, statutory, administrative or regulatory body, court, agency or association by which any member of the Company or the Customer are bound in any jurisdiction applicable to the receipt or performance of the Services.
- 2.1.6 **“Balance”** means the sum of the Customer’s Account taking into consideration of completed order and deposit/withdrawal operation made within any period of time.
- 2.1.7 **„CDI“ (Cryptocurrency Denominated Instruments)“** means a cryptocurrency denominated contract between the Customer and the Company, for the difference between the value denominated in USDT or cryptocurrency equivalent of an underlying Instrument at the time of opening the Transaction and the value denominated in cryptocurrency of such underlying Instrument at the time of closing the Transaction, including any interest adjustments (including spread) or overnight financing, if applicable. All instruments accessible to the client thru the company platforms are always denominated in cryptocurrency, which applies even to instruments which aren’t named the way which would suggest they are cryptocurrency based.
- 2.1.8 **„Company“** means Future Finance Group LLC, with registered address SVG – Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines.
- 2.1.9 **„Contract Specification“** means the principal contractual terms relating to a Instrument which include such matters as size, price and margin requirements.
- 2.1.10 **“Control”** (including, with correlative meaning, the terms “controlled by” and “under common control”) means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.
- 2.1.11 **“Customer”** means any person being either a natural person or a legal entity, who has successfully opened an account on <https://ex-cap.com> and agreed to the current terms and conditions during registration procedure.
- 2.1.12 **„Digital Assets“** mean Digital Currencies, BTC, ETH, USDT, USDC, DAI, or any other digital asset, cryptocurrency, virtual currency, token, leveraged token, stablecoin, tokenised stock, volatility token, tokenised futures contract, tokenised option or other tokenised derivative product and their derivatives or other types of digitalized assets with a certain value.
- 2.1.13 **„Digital Currencies“** mean encrypted or digital tokens or cryptocurrencies with a certain value that are based on blockchain and cryptography technologies and are issued and managed in a decentralized form.
- 2.1.14 **„Equity“** means with respect to a Customer’s Account the aggregate of (i) the net of all realized profits and losses on executed Transactions and deposits/withdrawals to/from the Account; and (ii) unrealized profit or loss on Open Positions (after deduction of any fees and the application of any spread).

- 2.1.15 „**Free Margin**“ means the amount of funds in the Customer’s Account in excess of the Margin requirement and available as collateral for trading;  $\text{Free Margin} = \text{Equity} - \text{Margin}$ ;
- 2.1.16 „**Margin**“ means the required guarantee funds determined by the Company in its absolute discretion to open position and maintain Open Position and to secure the Customer’s liability for any losses which may be incurred in respect of any Transaction.
- 2.1.17 „**Margin Level**“ means  $(\text{Equity}/\text{Margin}) \times 100$ ; it determines the conditions of the Customer’s Account.
- 2.1.18 „**Trading Platform**“ means the Company’s online trading system which includes the aggregate of its computer devices, software, databases, telecommunication hardware, a trading platform, mobile applications, all programs and technical facilities providing real-time prices, making it possible for the Customer to obtain information of markets in real time, make technical analysis on the markets, enter into Transactions, place and delete Orders, receive notices from the Company and keep record of Transactions and calculating all mutual obligations between the Customer and the Company. Company might outsource some parts of the trading software to other companies.
- 2.1.19 „**Parties**“ means the Company and/or the Customer.
- 2.1.20 „**KYC** (Know Your Customer)“ means the process of identifying and verifying the identity of the Customer through independent and reliable source of documents, data or information.
- 2.1.21 „**Open Position**“ means any position/Transaction that has not been closed. For example an open long position not covered by the opposite short position and vice versa.
- 2.1.22 „**Order**“ means an instruction from the Customer to make a Transaction through the Trading platform.
- 2.1.23 „**Company’s Technology**“ means, (i) the Services, the Trading Platform, Mobile Apps, Documentation, Company’s website(s) and any content published on the Company’s websites, (ii) any training materials, support materials, templates, tools, methodologies or know-how, (iii) Company’s Confidential Information and (iv) any modifications or derivative works of the foregoing.
- 2.1.24 „**Services**“ means mean the services provided by the Company on the Trading Platform.
- 2.1.25 „**Transaction**“ means any transaction in Digital Assets and other Financial Instruments arranged for execution on behalf of the Customer under these Terms and Conditions.
- 2.1.26 „**Update**“ means updates, variations, modifications, alterations, additions, enhancement, functional changes, upgrades, hot fixes, patches, workarounds to the Trading Platform.
- 2.1.27 „**Website**“ means the website at [www.ex-cap.com](http://www.ex-cap.com), owned and operated by the Company, or such other website as the Company may maintain from time to time.
- 2.2 The headings of the Sections are only used for facilitating the reference and they do not affect their interpretation.
- 2.3 All the words that denote only the singular number will also comprise the plural, and vice versa, and the words that denote natural persons will comprise legal persons and vice versa.
- 2.4 The neutral gender, it comprises the masculine and feminine gender and vice versa, unless the text determines differently.
- 2.5 References to any law or regulation will be considered to comprise references to this law or regulation as this can be altered or replaced from time to time or, similarly, to be extended, re-enacted or amended.
- 2.6 References to any agreement (including, without prejudice of generality of the aforementioned, the Agreement) or other document will be considered to include references to it, as this can be altered, amended, renewed or replaced from time to time and to all the agreements and documents that are denoted as complementary to it.

2.7 The following documents, including its schedules and addenda, shall be deemed to form the Agreement between the Company and the Customer (hereinafter referred to as the “**Agreement**”), and be read and constructed as part of the Agreement:

- 2.7.1 Terms and Conditions;
- 2.7.2 Risk Disclosure Notice;
- 2.7.3 Privacy and Cookies Policy;
- 2.7.4 AML and KYC Policy

### **3. AGE ELIGIBILITY AND REQUIREMENTS**

3.1 The services are available only to and may be used by individuals or legal entities who/which are eligible to form legally binding contracts under the laws applicable in their country of residence or in their country of incorporation. If you are an individual, you must be a resident of any country other than the Restricted countries and Jurisdictions and at least 18 years old, or the age of majority in your state of residence to open an Account and use the Services. If you are a legal entity, the legal entity must be organized in, operating in, or a resident of, any country other than the Restricted countries and Jurisdictions to open an Account and use the Services.

3.2 Services covered by this Terms and Conditions are not addressed to:

- a) residents of the US (US Persons) within the meaning of Regulation S (Regulation S), which is an executive act to the US Securities Act of 1933 (US Securities Act 1933) and to persons who are residents of countries whose jurisdiction requires prior registration of issue of securities or information obligations of the Issuer, such as Canada or Japan.
- b) residents of: Afghanistan, Algeria, the Bahamas, Botswana, Cambodia, Crimea and Sevastopol, Cuba, Ecuador, Ethiopia, Ghana, Iran, Iraq, Myanmar, North Korea, Pakistan, Republic of Serbia, Sri Lanka, South Sudan, Sudan, Syria, Tunisia, Trinidad and Tobago, Yemen, United States Minor Outlying Islands, American Samoa, Russian Federation, and Saint Vincent and The Grenadines.
- c) a jurisdiction where it would be illegal according to Applicable laws for you (by reason of your nationality, domicile, citizenship, residence or otherwise) to access or use the Services or the Trading Platform.
- d) or where the publication or availability of the Services or the Trading Platform is prohibited or contrary to local law or regulation or could subject any member of the Company to any local registration or licensing requirements ((hereinafter collectively referred to as the “**Restricted Countries and Jurisdictions**”). This might not be an exhaustive list of the Restricted Countries and Jurisdictions. The list of Restricted Countries and Jurisdictions is updated as required and posted on the Website. The Customer should consult the Website prior to accessing the Account and/or the Trading Platform.

It is the Customer’s obligation to verify the relevant laws in the Customer’s jurisdiction before commencing the registration procedure, applying for an Account and using the Services and/or the Trading Platform.

3.3 The Customer shall acknowledge, agree and understand that if she/he travels to any Restricted countries and Jurisdiction, the Services may not be available and the Customer’s access to the Services may be blocked. The Customer shall acknowledge that this may impact his/her ability to trade on the Trading Platform or monitor any existing Orders or Open Positions or otherwise use the Services. The Customer shall not attempt in any way to circumvent any such restriction, including by the use of any virtual private network to modify his/her internet protocol address.

- 3.4 Any Person that does not meet the eligibility criteria and/or residency requirements set forth anywhere in these Terms and Conditions that utilizes the Services or that accesses the Trading Platform will be in breach of these Terms and Conditions and may have any fiat, Digital Assets, funds, proceeds or other property, confiscated.

#### 4. THE SCOPE OF APPLICATION AND THE SERVICES.

- 4.1 These Terms and Conditions shall cover, individually and collectively, all Accounts of the Customer at any time opened or reopened with the Company irrespective of any change or changes at any time in the personnel of the Company or its successors, assigns, subsidiaries, affiliates or agents.
- 4.2 The Company provides access to the Trading Platform and offers its Customers an access to trading a number of Digital Assets and Financial Instruments, available on the Trading platform. The Company shall carry out all Transactions as provided in these Terms and Conditions on an execution-only basis, neither managing the Account nor advising the Customer. The Company is under no obligation, unless otherwise agreed in these Terms and Conditions and/or other documentation/information to monitor or advise the Customer on the status of any Transaction, to make margin calls, or to close out any of the Customer's Open positions.
- 4.3 The Customer shall be liable for all Orders given through the Trading Platform and any Orders received in this manner by the Company shall be considered to have been given by the Customer. So long as any Orders are submitted through the Customer's Account or Trading platform, the Company shall reasonably assume that such Orders are submitted by Customer and the Company shall not be under any obligation to investigate further into the matter. The Company shall not be liable to and/or does not maintain any legal relations with, any third party other than the Customer.
- 4.4 The Customer is granted an exclusive and non-assignable right to the use of and to access the Account and it is his/her responsibility to ensure that no other third party, including, without limitation, to any next of kin and/or to members of his/her immediate family, shall gain access to and/or trade through the Account assigned to her/him. The customer is responsible for safeguarding his account information and preventing use of the account by third parties.
- 4.5 The Customer acknowledges that:
- a) The Services offered by the Company do not include the provision of investment advice. Any investment information as may be announced or provided by the Company or on its behalf does not constitute investment advice services whatsoever, or in any circumstances and shall be regarded as given for informative purposes only. No information announced or provided by the Company shall be deemed as an assurance or guarantee on the expected results of any Transaction.
  - b) The Company is not acting as an advisor to, or serving as a fiduciary of, the Customer, and the Company specifically disclaims any such duties.
  - c) The Company is under no obligation to assess the suitability of the Services for the Customer and any comment or statement which may be made by the Company or any of its Associates as to the suitability of the Services to the Customer should under no circumstances be considered as investment or legal advice and should not be received or relied upon as such. If the Customer is in any doubt as to the suitability of any investment, he/she should seek independent expert advice.
  - d) The Company does not provide financial, legal, tax, regulatory or other advice

or investment research relating to investments or trading CDIs, Digital Assets or any other Instruments available on the Trading Platform. Any material or information or other features, which may be provided to the Customer through the Website, Trading Platform, marketing or training events or otherwise, is generic and shall not be treated as advice appropriate for the Customer or based on a consideration of his/her personal circumstances, financial situation, and/or specific needs and demands. The Customer understands that he/she shall make his/her own assessment of any Transaction prior to entering into a trade, and shall not rely on any opinion, material or analysis provided by us or any of our affiliates, employees or other related parties as being advice or recommendation. The Company will not accept liability for any loss or damage, including without limitation to, any loss of profit, which may arise directly or indirectly from use of or reliance on such information.

- e) It is his/her sole responsibility to comply with his/her local tax regulations and other Applicable laws.
- f) The Services shall involve Transactions in Instruments not admitted to trading on regulated markets. By accepting these Terms and Conditions the Customer acknowledges and agrees that he/she has given express prior consent to the execution of orders by the Company outside a regulated market.
- g) The Company is the only execution venue in relation to his/her Transaction, Orders and other trading activity under these Terms and Conditions. Although the Company may transmit his/her Orders for execution to third-party liquidity providers, contractually the Company is the sole counterparty to his/her Transactions.

## 5. REGISTRATION PROCEDURE.

- 5.1 In order to become a Customer, open an Account and use the Trading Platform, every potential Customer shall be required to successfully complete the online registration procedure as determined by the Company, at its sole discretion.
- 5.2 Customer's Account shall be initially placed on a maximum of fifteen (15) day probation period, during which the Company shall collect all required documentation from the Customer if deems necessary, carry out and complete due diligence and KYC. This process shall conclude, at Company's sole discretion, and without providing any reason, in either the Agreement continuing to be in effect unless terminated in accordance with the provisions contained in these Terms and Conditions or rejection of application and termination of the Agreement.
- 5.3 The Customer shall download and install the Trading Platform software available online on the Website and/or access the Account through the web-based trading platform (if applicable). The Customer shall use it solely for the purpose of obtaining the Services set out in these Terms and Conditions, all in accordance with and subject to the terms of these Terms and Conditions. The Customer will receive, through an e-mail the Access Code to enable him/her to log-in to the Trading Platform for the purposes of trading Digital Assets and Instruments available on the Trading Platform.
- 5.4 The Customer is not allowed to create more than one Account. However, the Customer is allowed to create and maintain multiple trading accounts under the same Account, provided he/she does not use his/her accounts in an abusive manner (such as, by way of example, the use of excessive

- leverage or negative balance protection abuse). Should the Company suspect any abuse, the Company has the right to start an investigation and suspend and/or terminate the Account.
- 5.5 If the Customer has opened more than one Account, the Company shall have the right to treat these Customer Accounts as a single Customer Account. the Company shall accordingly be entitled in its discretion (but shall not be obliged) to transfer and use available Margin or other funds from one Customer Account for the purposes of discharging Margin requirements or liabilities in one or more of the Customer's other Customer Accounts even if such transfer may result in the closure of Open Positions in any Customer Account from which Margin or other funds are transferred.
- 5.6 Further, the Company has the right to:
- a) restrict any access to the Trading Platform where it deems appropriate, for the smooth operation of the Trading Platform as well as to protect other Customer's interest and its own;
  - b) cancel Transactions; suspend, close or unwind any Order/s, make any necessary balance adjustment, in the event that the Company determines or suspects at its sole discretion any fraud, manipulation, arbitrage or other forms of deceitful or fraudulent activity in a Customer's Account, or that the Customer voluntarily and/or involuntarily abuses the negative balance protection, and/ or any bonus incentives offered by the Company, by way of, but not limited to, hedging his/her exposure using his/ her trading accounts, whether under the same profile or in connection with another Customer(s); and/or requesting a withdrawal of funds. Under such circumstances, the Company shall be entitled to withdraw any profits and charge any costs which it deems, in its sole discretion, to have been inappropriately gained and shall not be liable for the cancellation of any order or profits or in the event of any damages or losses which may result from the cancelation, suspension, closure or unwinding.
- 5.7 The Company reserves the right to amend, at any time, the Contract Specifications of Instruments, available on the Website, in order to respond to a number of situations including but not limited to specific market conditions. The Customer is liable for ensuring that he/she remains informed, at all times, regarding the latest Contract Specifications.
- 5.8 The Customer is responsible for maintaining the confidentiality of his/ her Account information, including Access Code, Transactions, Orders, and for all activity that is posted to the Customers Account. If there is suspicious activity related to the Customers Account, the Company may, but is not obligated, to request additional information from the Customer, including authentication documents, and to freeze any Transactions pending the Company's review. The Customer is obligated to comply with these security requests, or accept termination of any and all Accounts. The Customer shall be solely responsible for all Orders and the accuracy of all information sent via the internet using his/her Access Codes. The Customer acknowledges that the Company bears no responsibility in the case that the Access Codes are used in an unauthorized manner.
- 5.9 The Customer shall notify the Company immediately of any known or suspected unauthorised access or use of his/her Account or Access Code, or any other breach of security by email addressed to support@ex-cap.com
- 5.10 The Customer is responsible for ensuring that his/her use of the Trading Platform is compliant with these Terms and Conditions and all Applicable law which apply to his/her use of Trading Platform. The Customer accepts that when using the Trading Platform, the Customer must: (i) ensure that his or her computer systems are maintained in good order and are suitable for use with the Trading Platform; and (ii) run such tests and provide such information to the Company as the Company shall reasonably consider necessary to establish that the Customer's computer systems satisfy the requirements notified by the Company to the Customer from time to time; and (iii) carry out virus checks on a regular basis.
- 5.11 All deposits are made to the designated digital wallets and shall be made in accordance with payment instructions set forth on the Website and/or the Trading Platform. All deposits/transfers from wallets into the trading account/s shall be made in accordance with transfer instructions set

forth on the Website and/or the Trading Platform. The Customer acknowledges that the Company cannot be held liable for how much time it takes to send funds to the Company and the time the Company shall receive the funds. It is solely depending on blockchain, and/or third-party providers.

- 5.12 The Company accepts no deposits from any third parties. In case of third-party deposits, the Company reserves the right to immediately freeze such transactions. The Customer acknowledges and agrees that the Company cannot be held liable for any loss, damage or expense of any kind which the Customer may suffer as a result of such cases.
- 5.13 If customer doesn't hold digital currencies, the customer can use third party exchanges offered on the website. In this cases, its understood that he needs to complete KYC/AML procedures with such exchange, and the exchange solely is responsible for digital asset conversion. The customer understand that he is bind by terms and condition of such exchange once doing any transaction.
- 5.14 In case customer uses third party exchange, the exchange might share KYC/AML data with the company, as well as details of any orders placed thru the exchange with the company.

## **6. FINANCIAL RISKS AND OTHER WARNINGS**

- 6.1 Instruments available on the Trading platform involve significant risks. The Customer should not engage in any investment directly or indirectly in Digital Assets and other Instruments unless he/she knows and fully understands the feature risks involved for each one of the Digital Assets and other Instruments.
- 6.2 The Customer should unreservedly acknowledge and accept that, regardless of any information which may be offered by the Company, the value of any investment in Digital Assets and other Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.
- 6.3 The services include products that are traded on margin and carry a risk of losing all Customer's initial deposit. Before deciding on trading on margin products a Customer should consider his/her investment objectives, risk tolerance and his/her level of experience on these products. Margin products may not be suitable for everyone and Customer should ensure that he/she understands the risks involved. The Customer should be aware of all the risks associated in regard to products that are traded on margin and seek independent financial advice, if necessary. Given the possibility of losing an entire investment, trading should only be conducted with risk capital funds that if lost will not significantly affect your personal or institution's financial wellbeing. You confirm that the funds you have committed are purely risk capital and loss of your investment will not jeopardize your style of living nor will it detract from your future retirement program.
- 6.4 YOU ARE TRADING AT YOUR OWN RISK. WE CANNOT BE HELD LIABLE FOR ANY LOSSES AND DAMAGES INCURRED BY YOU BY TRADING VIA TRADING PLATFORM. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ASSESSING WHETHER THE SERVICES ARE SUITABLE FOR YOUR FINANCIAL SITUATION AND TOLERANCE TO RISK.
- 6.5 TO THE EXTENT PERMITTED BY LAW, YOU AGREE NOT TO HOLD ANY OF THE COMPANY AND ITS RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, CONSULTANTS, EQUITY HOLDERS, SUPPLIERS, VENDORS, SERVICE COMPANYS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS LIABLE FOR ANY LOSSES OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM, OR IN ANY WAY CONNECTED, TO THE TRADING WITH MARGIN, INCLUDING LOSSES ASSOCIATED WITH THE TRADING WITH MARGIN.
- 6.6 Trading in Digital Asses and other Instruments may be or become subject to taxation. You are solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which you may be liable to pay tax. The Company shall not be responsible for withholding, collecting, reporting, paying, settling

and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your participation in the trading in Digital Assets and other Instruments. In the event that a taxation occurs as a result of any regulatory or legal obligation which may oblige the Company to make any payments and/or withhold any amounts for taxation purpose, then the Company reserves the right to deduct such amounts of any such payment(s) from any of the Account(s) belonging to the Customer or request that the Customer reimburses the Company accordingly.

- 6.7 Prices on the Trading Platform may be different from prices elsewhere. The Company will provide indicative prices for every Digital Assets and Instrument to be used in trading, valuation of Customers positions and determination of Margin requirements. Although the Company expects that these prices will be reasonably related to prices of underlying assets available in the open market, prices reported by the Company may vary from prices available to banks and other participants in what is known as the open market. The Company will exercise considerable discretion in setting and collecting Margin.
- 6.8 There is no central market or clearinghouse guarantee. Each Transaction, Order or position is a contract directly between the Company and the Customer. There is no clearing house and no guarantee by any other party of the Company payment obligations to the Customer.
- 6.9 There are no guarantees of profit or freedom from loss in trading. Customer has received no such guarantees from the Company or from any of its representatives.
- 6.10 Customer may not be able to close or open positions. Due to market conditions, Website maintenance, technical issues, system failure or other circumstances the Company may be unable to close existing position or open new position or execute any other Transaction at the level specified by Customer, and Customer agrees that the Company will bear no liability for failure to do so.
- 6.11 There may be third party or other attacks targeting computers/networks, spreading malware, running botnets, (D)DOS attacks, defacing websites, violations of network security, etc. which can material alter, intercept or otherwise interfere with the giving or execution of an Order or the transfer of funds to and from the Customers Account. Customers acknowledges, understands and accepts that the Company shall bear no responsibility or liability whatsoever for it.
- 6.12 When the Customer trades CDIs and other Instruments with the Company, the Customer will be entering into an off exchange (OTC) derivative transaction, by placing his orders through the Trading Platform. OTC transactions may involve greater risk than investing in on-exchange derivatives because there is no exchange market on which to close out an open position. The Customer needs to open and close a position with the Company that is not transferable to any other person. In this case, the Customer may be exposed to the risk of the Company default.
- 6.13 Any information and discussion of the risks contained herein with respect to any product should not be considered to be a disclosure of all risks or complete information or discussion of the risks which are mentioned.
- 6.14 Currency of Trading account – Customer understands that base currency of any and all accounts held with the company is always cryptocurrency. Company will always maintain clients account in currency chosen, and there are significant risk connected to this fact. Even cryptocurrencies which are widely accepted as stable (ie. Stable coins) poses some risk of losing significant portion of their value.
- 6.15 Cryptocurrency conversions – in case that clients holds trading account in currency different that he deposited, the company will convert the funds to the base currency of the account. This process will be done during working hours of the company. There is no predetermined exchange rate and will be solely dependant on the prices of such assets at time of the conversion. Due to multiple factors, as are weekends, out of business hours, processing times – there might be

significant difference between the prices of such assets at the time client initiated the transfer and the moment when the conversion is made.

#### 6.16 WARNING SPECIFIC TO DIGITAL ASSETS

- a) Price volatility of Digital Assets is high and exposes investors to a heightened risk of loss which may include the entire value of their investment in a Digital Assets.
- b) Legislative and regulatory changes or actions, both domestically and internationally, may adversely affect the use, transfer, exchange and value of Digital Assets. The form of regulatory evolution is uncertain and may vary significantly across jurisdictions.
- c) Due to the decentralized peer-to-peer nature of Digital Assets, we cannot make any guarantees about any deposit to or withdrawal from our service being successfully processed by the cryptocurrency p2p network.
- d) Transactions in Digital Assets are irreversible, and accordingly, losses due to fraudulent, hacked or accidental transactions will not be recoverable.
- e) The deposit address used for deposits to the Service might change at any time and we cannot guarantee that funds sent to an outdated address will be credited to your account or will be otherwise recoverable.
- f) The Digital Assets held on our accounts are not insured by a third party against theft or other incidents that would render the funds unavailable.
- g) Any Digital Asset address that you provide for withdrawal of funds from our service should be made to an address under your full control.

### 7. CUSTOMER REPRESENTATIONS, WARRANTIES ACKNOWLEDGMENT

#### 7.1 Customer represents and warrants that:

- a) if Customer is a natural person:
  - i. Customer is of sound mind, legal age and legal competence;
- b) if Customer is not a natural person:
  - i. Customer is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;
  - ii. Execution and delivery of the Agreement and all Transactions contemplated hereunder and performance of all obligations contemplated under the Agreement and all other transactions contemplated hereunder have been duly authorized by Customer.
- c) The Customer has the full right and authority to enter into, execute, and perform its obligations under the Agreement and that no pending or threatened claim or litigation known to him/her would have a material adverse impact on its ability to perform as required by the Agreement.
- d) The Customer meets all the eligibility criteria set forth in Section 3. of these Terms and Conditions.
- e) The Customer is not an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company, other entities in the Company or any affiliate thereof.
- f) The Customer is the legal owner of the Digital Assets the Customer adds to her/his Trading Account with the Company and the funds deposited to the Account held with the Company are derived from legitimate sources. If the Company reasonably suspects that the Customer is in breach of the above warranty, it may, without derogating from its other rights under these Terms and Conditions, to freeze the Account, either by prohibiting

additional deposits, declining Order and/or declining or delaying any withdrawal requests, terminating existing Positions and/or any other means it is allowed or required to take. The Customer agrees that the Company shall not be liable for any loss, damage or expense of any kind which the Customer may suffer as a result of such cases.

- g) Digital Asset withdrawal address of the Customer as provided is her/his own and the Customer has full control over this address.
- h) The Customer acts for himself/herself and not as a representative or a trustee of any third person, unless the Customer produced, to the satisfaction of the Company and at its sole discretion, power of attorney enabling the Customer to act as representative or trustee of any third person.
- i) the Company has not solicited, or in any other way recommended his/her participation in trading with the Company pursuant to any particular trading system, and that the Customer has made inquiries and conducted research sufficient to make an informed investment decision.
- j) To the maximum extent permitted by law, any statutory consumer guarantees, or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services or these Terms and Conditions.
- k) The Customer's use of the Trading Platform and the Services will comply with all Applicable laws. The Company shall not be responsible for any illegal or unauthorized use of the Trading Platform, Account and/or the Services by the Customer. The Customer should consult a legal counsel in the applicable jurisdiction if in doubts about the legality of the use of the Trading Platform and the Services under the laws of any jurisdiction that apply to the Customer.
- l) The information provided by the Customer to the Company during the registration procedure and at any time thereafter is true, genuine, accurate, up-to-date and complete in all material respects, and that the Customer shall update the Company in writing via e-mail (send to the Company from the Customer's registered e-mail address) upon any changes in regard to the information provided.
- m) Entering into the Agreement will not be a breach or violation of any other contract or agreement to which the Customer is bound.
- n) There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating Customer's activities, which could prevent or otherwise inhibit the Customer entering into, or performing in accordance with these Terms and Conditions and/or under any transaction which may arise under them.
- o) He/she has the financial resources and relevant knowledge to make an informed decision regarding the funding and trading of the Account.
- p) The Customer has read and understands the provisions contained in documents that form the Agreement as defined in Section 2.7. of these Terms and Conditions.
- q) The Customer will not use the Services, the Account or Trading Platform to perform criminal activity of any sort, including but not limited to, money laundering, illegal gambling operations, terrorist financing or malicious hacking. The Customer will not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Website.

- r) He/she has necessary and relevant experience and knowledge to deal with margin trading, Digital Assets and blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks and any restrictions associated with margin trading, Digital Assets, other Instruments and Blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge.
- s) He/She will not use the Trading Platform and/or give an Order or enter into Transaction within the definition of any market abuse law or in any other abusive way, including lag trading and/or usage of server latency, price manipulation, time manipulation or any other practices which are illegal and/or are utilized to give the Customer an unfair advantage or which the Company considers, at its sole discretion, as inappropriate and outside the scope of these Terms and Conditions and/or as unfair business conduct.
- t) He/She is not a foreign or domestic Politically exposed Person as defined by the Financial Action Task Force (FATF).
- u) He/She will not commit any acts or display any conduct that damages the reputation of the Company.
- v) In order to communicate with the Company via e-mail, the Customer will use only the e-mail address, which he/she has provided the Company with during the registration procedure.

#### 7.2 Customer further acknowledges that:

- a) His/her use of the Website and the Service is at his/her own risk. The Customer agrees that the Company is not liable for any damages or harms arising out of his/her use of the Website and the Service.
- b) The Company does not warrant that the use of the Website and/or Trading Platform will be uninterrupted or error free or free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to the Customer's data or other property. Among other things, the operation and availability of the systems used for accessing the Website and /or the Trading Platform, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Website and/or the Trading Platform. The Company is not in any way responsible for any such interference that prevents your access or use of the Website, the Trading Platform and the Service. The Company is not responsible for any losses, expenses, costs, or damages resulting from interruptions, errors, or interferences.
- c) The Customer further assumes all risks associated with the use and storage of information on his/her personal computer or on any other computer or electronic device through which the Customer will gain access to the Website, the Trading Platform and the Services. The Customer will implement, operate and maintain appropriate protection in relation to the security and control of access to his/her computer, and against computer viruses or other similar harmful or inappropriate materials, devices, information or data.
- d) The Customer shall not allow any third party (including a relative) to use his/her Account, Access Codes or identity to access or use the Services (including depositing funds from third parties) or the Trading Platform and the Customer shall be fully responsible for any activities undertaken on his/her Account by a third party using the Customer's Access Codes.

- e) All Transactions will be performed only through the Trading Platform provided by the Company and the Digital Assets and other Instruments are not transferable to any other Trading Platform whatsoever.
- f) He/She is solely responsible for any investment strategy, Transaction(s) or investment(s), composition of any account and the Customer shall not rely for this purpose on the Company. It is also understood and accepted that the Company shall not bear any responsibility in any manner or form whatsoever, regardless of the circumstances, for any such investment strategy, transaction, investment or information, composition of any Account or taxation consequences.
- g) No physical delivery of a CDI's or other Instruments underlying instrument (or reference instrument) that he/she traded through the Trading Account shall occur.
- h) The Company is not obliged to pay any interest to the Customer for the funds deposited. The Customer hereby waives any entitlement to any such interest.
- i) the Customer shall not be eligible for receiving forked coins for any of Customer's assets in Customer's Account in the event of a fork.
- j) The information provided on the Website and/or the Trading Platform is for general information purposes only and is given in good faith, you must only act upon such information at your own risk, knowing that the Company will not be held liable for any resulting losses or damages. The information is selective and the Company may not verify all information, which may not be complete or accurate for your purposes and should not be relied upon without further enquiry. The information should not be construed as a recommendation to trade or engage the Service provided by the Company in a particular manner. The Company makes no representations, warranties or guarantees, whether express or implied, that the content on the Website and the Trading Platform is always accurate, complete or up-to-date. The Company does not assume liability for any errors, omissions and inaccuracies in any information displayed on the Website and the Trading Platform.
- k) The Company reserves the right to liquidate any trades at any time regardless of the profit or loss position.

## 8. TRADING CONDITIONS

### 8.1 GENERAL INFORMATION

- 8.1.1 The Company has no obligation to accept, or to subsequently execute or cancel, all or any part of a Transaction, Order or any instruction that you seek to execute or cancel through the Trading Platform. Without limitation of the foregoing, the Company bears no responsibility for transmissions that are inaccurate or not received by the Company, and we may execute any Transaction on the terms actually received by us. Any instruction sent by the Customer via the Trading Platform only be deemed to have been received and shall only then constitute a valid instruction and/or binding contract between the Customer and the Company, when such instruction has been recorded as executed by the Company and shall not by itself constitute a binding contract between the Customer and the Company.
- 8.1.2 The Customer authorises the Company to act on any instruction given or appearing to be given by the Customer using the Access Code and received by the Company in relation to any Service the Customer uses (hereinafter referred to as the "**Instruction**"). Unless we agree otherwise with you, you will have no right to amend or revoke an Instruction once received by us. You

will be responsible for the genuineness and accuracy, both as to content and form, of any Instruction received by us.

- 8.1.3 You acknowledge we have the right, unilaterally and with immediate effect, to suspend or terminate (at any time, with or without cause or prior notice) all or any part of any Service, or your access to any the Trading Platform, to change the nature, composition or availability of any Service, or to change the limits we set on the trading you may conduct through any Service.
- 8.1.4 In certain circumstances it may be possible for your trading activity to cause the Account balance to become negative. In such cases negative balance will be reimbursed, given the cause was due to normal trading activity. In case the resulting negative balance is caused by intent of fraud, any kind of abuse or other malicious intent, as determined in our sole and absolute discretion, we may refuse to proceed with reimbursement and reserve the right to settle the negative balance by using funds available on your other trading accounts.
- 8.1.5 We do not permit the practice of quote arbitrage when trading and forbid any form of market manipulation, execution based on errors, omissions or misquotes. Any Transactions that rely on price latency or price feed errors, as determined by us, may be subject to intervention which includes the right to void any such Transactions.
- 8.1.6 The Company reserves the right to deactivate and archive Customer's Account if such Account is qualified to be archived. Accounts in which there is no remaining balance and there has been no trading activity for a period of 3 (3) consecutive months will be considered by the Company as inactive. In such cases, the Company reserves the right to deactivate and archive any such Account(s) without providing any notice to the Customer. The Customer hereby agrees and authorizes the Company to deactivate and archive his/her Account if they said Account has meet the criteria described in this paragraph. Should the Customer wish to reactivate the account, it is provided that the Company may do so at its sole discretion, provided the Customer meets the request to update his/her KYC documents.

## 8.2 TRADING PLATFORM

- 8.2.1 All rights and interests and all intellectual property rights (including, without limitation, all trademarks and trade names in or relating to the Company) are owned by the Company or the Company's suppliers or licensors and will remain the Company's property or that of the Company's suppliers or licensors at all times. The Customer will have no right or interest in those intellectual property rights other than the right to access the Trading Platform. The Customer shall not copy, license, sell, transfer, make available the Trading Platform or information on the Trading Platform to any other person. The Customer shall not remove or alter any copyright notice or other proprietary or restrictive notice contained in the Trading Platform.
- 8.2.2 The Customer agrees that the Company shall have the right to perform Trading Platform routine maintenance with an expected downtime between 1 (one) to 20 (twenty) minutes. During downtime, the Customer may be logged out and required to log back in to services and will not be able to access the Trading Platform, open new positions, close existing positions, transfer funds, and/or any other related actions. The Customer shall be solely responsible to ensure that he/she has sufficient margin to support his/her Open Positions during the downtime. The Company will not be responsible for any loss arising due to any of the above.
- 8.2.3 The Company may revise, Update, discontinue (temporarily or permanently) or update the content, features and functions and the user interface of the Trading Platform or any part or

element thereof at any time without prior notice, in its sole discretion, including without limitation by removing such features and functions or taking such action as is necessary to preserve Company's rights upon any use of the Trading Platform and/or the Services that may be reasonably interpreted as violation of Company's intellectual property rights, distribution of internet viruses, worms, trojan horses, malware, and other destructive activities or illegal activity.

- 8.2.4 The Company makes no express or implied representation:
- (i) that the Trading Platform will be available for access all the time, or at any time on a continuous uninterrupted basis (access to the Trading Platform may be affected, for example, by routine maintenance as described above, repairs and upgrades);
  - (ii) as to the operation, quality or functionality of the Trading Platform;
  - (iii) that the Trading Platform will be free of errors or defects; and
  - (iv) that the Trading Platform is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to the Customer's data or other property.
- 8.2.5 The Customer agrees not to either intentionally, recklessly, negligently or otherwise:
- (i) use the Trading Platform for unlawful purposes or in any manner that breaches the terms of this Agreement;
  - (ii) interfere (nor attempt to) with or disrupt the proper operation of the Trading Platform, hardware, systems or networks, including (but not limited to) knowingly or negligently transmitting files that may contain malicious content capable of interfering in any way with the operation of the Trading Platform;
  - (iii) take any action which does or may cause the provision of the Trading Platform to other users to be interrupted or degraded.
- 8.2.6 From time to time, acting reasonably, the Company shall have the right to provide Updates of the Trading Platform without liability under these Terms and Conditions.

### 8.3 INSTRUCTIONS AND ORDERS

- 8.3.1 The Customer understands and acknowledges that the Company will enter into Transactions with the Customer as principal (counterparty) not as an agent. The Company will be the contractual counterparty to the Customer.
- 8.3.2 The Customer can open and close a position via the Trading Platform and can add or modify orders by placing "buy limit", "buy stop", "sell limit", "sell stop", "stop loss" and/or "take profit" orders on any Instrument.
- 8.3.3 The Customer further ratifies and accepts full responsibility and liability for all instructions given to the Company by the representative (and for all Transactions that may be entered into as a result) and will indemnify (fully compensate or reimburse) the Company and keep the Company indemnified against any loss, damage or expense incurred as a result of acting on such instructions. This indemnity shall be effective irrespective of the circumstances giving rise to such loss, damage or expense, and irrespective of any knowledge, acts or omissions of the Company in relation to any other Account held by any other person or body with the Company.
- 8.3.4 The Company reserves the right at its own discretion, without the Customer's consent, due to risk management policies to transfer the Customer's execution to a third party liquidity

provider, limit customers leverage, number of available instruments or place his account on read only (prevent opening of new trades) – at any time without prior notice.

- 8.3.5 If any Instrument reference asset which is a security becomes subject to possible adjustments as a result of any of the events set out in Section 10.3.6 (referred to as "**Corporate Event**"), the Company will determine the appropriate adjustment, if any, to be made to the opening/closing price, size, value and/or quantity of the corresponding Transaction (and also the level or size of the corresponding Orders). This action is made in order to (i) account for the diluting or concentrating effect necessary to preserve the economic equivalent of the rights and obligations of the parties under that transaction immediately prior to that Corporate Event, and/or (ii) try to replicate the effect of the Corporate Event upon someone with an interest in the relevant underlying reference asset security, to be effective from the date determined by the Company.
- 8.3.6 The events to which Section 10.3.5. refers to are any of the following, by the declaration of the issuer of a security:
- i. a subdivision, consolidation or reclassification of shares, a share buy-back or cancellation, or a free distribution of bonus shares to existing shareholders, capitalization or share split or reverse share split or similar event;
  - ii. a distribution to existing holders of the shares or additional shares, other share capital or securities, granting the right to payment of dividends and/or proceeds from the liquidation of the issuer equally proportionate to such payments to holders of the underlying shares, securities, or warrants granting the right to receive or purchase shares for less than the current market price per share;
  - iii. any other event regarding shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of shares;
  - iv. any event analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of any security not based on shares;
  - v. any event that is caused by a merger offer made regarding the company of the underlying asset;
  - vi. earnings announcements.
- 8.3.7 If any Instrument reference asset which is a security becomes subject to a specific risk resulting in a predicted significant change of value, the Company reserves the right to restrict long/short selling, cancel trades, close any positions the clients have, cancel pending orders or even withdraw the specific Instrument from the Trading Platform without prior notice.
- 8.3.8 Determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or the level or size of any Order) shall be at the Company's sole discretion and shall be conclusive and binding upon the Customer. The Company shall inform the Customer of any adjustment or amendment via the email or Trading Platform as soon as is reasonably practicable.
- 8.3.9 In the case where the Customer has any Open Positions on the ex-dividend day for any of the Instrument reference assets, the Company has the right to close such positions at the last price of the previous trading day and open the equivalent volume of the underlying Financial Instrument at the first available price on the ex-dividend day. In this case, the Company will inform the Customer via the email or Trading Platform of the said adjustment and no Customer consent will be required. In the case where the Company's Risk Management deems the Customer is deliberately attempting to take advantage of the fact that shares in a particular

spot index going ex-dividend, the Company reserves the right to apply a dividend adjustment. In the case of short positions, the dividend adjustment will be debited from the Customers' Account where dividend adjustment = Index Dividend declared x position size in lots.

- 8.3.10 The Customer acknowledges that Orders shall be executed at the bid and ask prices that are offered by the Company. Due to the high volatility of the market as well as the internet connectivity between the Customer terminal and the Company's server, the prices requested by the Customer and the current market price may change in the period between the Customer placing his Order with the Company the time the Order is executed. The Customer acknowledges that in the case of any communication or technical failure which results in the quotation of off-market prices on the quotes feed (i.e. prices to freeze/stop updating or price spikes), the Company reserves the right not to execute an Order or, in cases in which the Order was executed, to change the opening and/or closing price of a particular Order or to cancel the said executed Order.
- 8.3.11 Considering the levels of volatility affecting both price and volume, the Company is constantly seeking to provide Customer Orders with the best execution reasonably possible under the prevailing market conditions. Customer's Orders (Buy/Sell, Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss and/or Take Profit) are executed at the requested/declared price. However, during periods of volatile market conditions, during news announcements, on opening gaps (trading session starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, Buy/Sell Stop and Stop Loss orders may not be filled at requested/declared price but instead at the next best available price. In such case, Take Profit orders below/above Buy Stop/Sell Stop orders or Stop Loss orders above/below Buy Stop/Sell Stop orders during activation will be removed. The same execution policy applies when a trading strategy is deemed as abusive, because it is aiming towards potential riskless profit or another strategy deemed by the Company to be abusive. Accordingly, placing a Stop Loss order will not necessarily limit the Customer's losses at the intended amount.
- 8.3.12 The Company shall not be liable for any delays, inaccuracies or other errors in the transmission of any Order, instruction or information from the Customer to the Company due to any cause beyond the reasonable control of the Company. Delays can be caused by various reasons depending on the current market conditions (e.g. high market volatility) as well as a slow/weak internet connection (e.g. between the Customer's terminal and the Company's server).
- 8.3.13 **"Manifest Error"** means a manifest or obvious misquote by the Company or any market, liquidity provider or official price source on which the Company has relied in connection with any Transaction, having regard to the current market conditions at the time an Order is placed as the Company may reasonably determine. When determining whether a situation amounts to a Manifest Error, the Company may take into account any information in its possession, including information concerning all relevant market conditions and any error in, or lack of clarity of, any information source or announcement. The Company will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards the Customer but the fact that the Customer may have entered into, or refrained from entering into, a corresponding financial commitment, contract or Transaction in reliance on an Order placed with the Company (or that the Customer has suffered or may suffer any loss) will not be taken into account by the Company in determining whether there has been a Manifest Error.
- 8.3.14 In respect of any Manifest Error, the Company may (but will not be obliged to):

- i. the details of each affected Transaction to reflect what the Company may reasonably determine to be the correct or fair terms of such Transaction absent such Manifest Error; or
  - ii. declare any or all affected Transactions void, in which case all such Transactions will be deemed not to have been entered into.
- 8.3.15 The Company will not be liable to the Customer for any loss (including any loss of profits, income or opportunity) the Customer or any other person may suffer or incur as a result of or in connection with any Manifest Error (including any Manifest Error by the Company) or the Company decision to maintain, amend or declare void any affected Transaction, except to the extent that such Manifest Error resulted from the Company own wilful default or fraud, as determined by a competent court in a final, non-appealable judgment.
- 8.3.16 Considering the volume of the Customer's Order and the current market conditions, the Company shall have the right to execute part of an Order only.
- 8.3.17 The Company has the right at its discretion to increase or decrease spreads, increase or decrease leverage offered, or Commissions of Instruments depending on the current market conditions and the size of the Customer's Order.
- 8.3.18 The swap rate is mainly dependent on the level of interest rates as well as the Company fee. for having an Open Position overnight. The Company has the discretion to change the level of the swap rate on each Instrument at any given time and the Customer acknowledges that he will be informed by the Website or the Trading Platform. The Customer further acknowledges that he is responsible for reviewing the contracts specifications located on the Website or the Trading Platform for being updated on the level of swap rate prior to placing any Order with the Company.
- 8.3.19 Internet, connectivity delays, and price feed errors sometimes create a situation where there is price latency on the Trading Platform such that there is a disparity between the Company quoted prices and current market prices for short periods. Customer expressly acknowledges and agrees that it shall not execute Transactions with the Company that rely on price latency arbitrage opportunities either by using additional functionalities/plugin (i.e. Expert Adviser, etc.) or by any other means. If the Customer acts in contravention of this clause the Company reserves the right to (i) make corrections or adjustments to the relevant Transaction execution prices to reflect what would have occurred had there been no price latency arbitrage; and/or (ii) cancel all the relevant Transactions; and/or (iii) terminate without notice the Customer's Account with the Company; and/or (iv) charge an administration fee equal to 10% of the deposited funds, with the maximum charge set at USDT 200 or deposit Digital Asset equivalent.

#### 8.4 EXPIRY TRANSACTIONS

- 8.4.1 For certain Instrument Transactions an expiry date may apply (hereinafter referred to as "**Expiry Transaction**"). The details of these dates are available in the Contracts Specification on the Website. The Customer acknowledges and agrees that the Company will have the right to close any Transaction in its sole and absolute discretion without notice if the reference asset is a derivative Instrument which may settle on expiry by a delivery other than in cash, a reasonable period prior to the expiry date as determined in the sole and absolute discretion of the Company. The Company will not be subject to any obligation to roll over a position in such a derivative Instrument.

- 8.4.2 The price of an Expiry Transaction will be i. the last traded price at or prior to the close or the applicable official closing quotation or value in the relevant reference asset as reported by the relevant exchange or market, errors and omissions excluded; plus or, as the case may be, minus ii. any spread that the Company applies when such an Expiry Transaction is closed. Details of the Spread that the Company applies when a particular Expiry Transaction is closed are available on request.

## 8.5 MARGIN LEVERAGE LEVELS

- 8.5.1 As a condition of entering into a Transaction in leveraged Instruments, the Company requires the deposit of Margin to secure the Customer's liability to the Company for any losses which may be incurred in respect of the Transaction. The "**Leverage Level**" is the ratio of Margin to the market value of the open Transaction position which it secures. By accepting these Terms and Conditions the Customer has read, understood and accepted the "Leverage Levels" as these are uploaded in the Website. The Leverage Level of a Customer's Account(s) may be changed by the Company in its absolute discretion with reference to such matters as the deposit or Margin amount held in the Customer Account and the size of credit exposure held on Instrument(s) held in the Customer Account(s).
- 8.5.2 Margin requirements or Leverage Level may be set and varied without prior notice from time to time in the Company's sole and absolute discretion in order to cover any realized or unrealized losses arising from or in connection with Transactions, including subsequent variation of any Margin rates set at the time Transactions are opened. The Customer can request to change his account leverage at any time by contacting the Company. The Customer acknowledges that the Company has the discretion to change the Customer's trading account leverage at any given time, without the Customer's consent, either on a permanent basis or for a limited period of time. Such an event will be disclosed to the Customer by the Company via the Trading Platform or by email.
- 8.5.3 The Customer is obliged to maintain in his Account, at all times, sufficient funds to meet all Margin requirements. In addition, the Company will be entitled to treat any assets deposited with it by the Customer from time to time as collateral against the Customer's Margin requirements. Only funds received which relate to the transfer, will be credited as paid.
- 8.5.4 In the event there is insufficient Margin in the Customers Account or in the event that the deposited Margin is not sufficient to meet the required Margin rates, as determined by the Company it may immediately close or terminate the Customer's Transaction and Account without notice. Without prejudice to the generality of the foregoing, the Company shall have the right, but shall not be obliged, to start closing Customer's positions starting from the most unprofitable, when the Margin is less than 100% of the Margin or Leverage Level requirement. In the case where the Margin is equal to or less than 50% of the Margin or Leverage Level requirement, then Customer's positions shall be automatically closed, at the then market price.
- 8.5.5 The Customer acknowledges that he/she is responsible for monitoring the Margin on his Account located on the Website prior to opening an Account and/or placing any Order with the Company.

## 8.6 MARKET ABUSE.

- 8.6.1 The Customer shall not use the Trading Platform for Orders or Transactions for or in connection with any activity which may constitute a fraudulent or illegal purpose or market abuse or otherwise use of the Trading Platform in contravention of any Applicable laws. For the purposes of these Terms and Conditions "**Market Abuse**" means behaviour in relation to investments which involves insider dealing, market manipulation or market distortion in breach of Applicable laws. The Customer undertakes to familiarize himself and comply with any Applicable laws and the Customer will ensure that his/her use of the Trading Platform will not result in a breach by the Company of any Applicable laws concerning or any terms of these Terms and Conditions concerning short sale Orders or Transactions.

#### 8.7 REFUSAL TO EXECUTE ORDERS.

- 8.7.1 The Company has the right, at any time, to refuse to transmit and/or execute an Order without any given notice and/or explanation to the Customer. Among the cases that the Company is entitled to do so are the following (this list is non-exhaustive):
- i. If there is insufficient Free margin in the Customer Account to cover purchase and any applicable charges;
  - ii. If the execution of the Order would have an adverse effect upon the smooth operation or the reliability of the Trading Platform and/or affect the orderly function of the market;
  - iii. If the Order or its execution may have the object or effect of Market Abuse;
  - iv. If the Order may have the object or effect of money laundering in contravention with Applicable laws.
- 8.7.2 The Company reserves the right to refuse the execution of Order and/or modify the opening/closing price of an Order if a technical or other error occurs.
- 8.7.3 The Customer understands and accepts that if the Company was to refuse the transmission and/or execution an Order, it shall not affect any obligation, which the Customer may have towards the Company, or any right, which the Company may have against the Customer or his/her assets.

#### 8.8 SETTLEMENT OF TRANSACTIONS.

- 8.8.1 The Company shall proceed to a settlement of all Transactions upon execution of such Transactions. Unless otherwise agreed, the settlement of Transactions shall be in accordance with the normal practice for the Instrument or market concerned.
- 8.8.2 The Company provides the Customer with online access to confirmations and account statements via the Trading Platform.

#### 8.9 ORDER EXECUTION POLICY.

- 8.9.1 The Company takes all reasonable steps to obtain the best possible results for its Customers, either when executing Customer Orders or receiving and transmitting Orders for execution in relation to Instruments.
- 8.9.2 When executing an Order the Company takes a number of different factors into consideration such as the price, costs, speed, nature of the order size of the Order and the likelihood of execution.

- 8.9.3 The Company reserves the right to modify the spread and the Customer may experience widened spreads and execution at the best available price under certain market conditions (for example, fundamental announcements, where there is a fast moving market or low liquidity).

## **9. WITHDRAWALS.**

- 9.1 Provided that the balance of your Account is greater than the Margin Requirement, you may withdraw from your Account any amount up to the total amount of your Account in excess of the Margin Requirement.
- 9.2 Except as otherwise permitted by the Company in its sole discretion, amounts withdraw from your Account will be paid to your wallets from which the funds were originally received and in the manner in which the funds were originally received.
- 9.3 You agree that you are solely responsible for the payment details you are providing us with, and the Company does not accept any responsibility for your funds, if the payment details provided by you are incorrect or incomplete. All withdrawals from wallets shall be made in accordance with payment instructions set forth on the Website and the Trading Platform. Provision of incorrect payment details might result to permanent loss of your funds.
- 9.4 The company may, based on its discretion, choose to ask for initial or additional KYC documentation from the Customer when withdrawal requests are the equivalent of 5,000 USDT or more (depending on current rates this value can fluctuate). Furthermore, the Company has the right to ask for initial or additional KYC documentation from any Customer at any given time. If KYC documents are not provided within 14 days of request, then the Company reserves the right to reject the withdrawal request. In addition, any form of withdrawal the Customer initiates is subject to all identification documents as well as forms (KYC/ AML) which the Customer has to deliver to the Company and following the discretion of the Company, it shall make its best effort to carry out such instructions.
- 9.5 The Customer acknowledges and agrees that the Company cannot be held liable for any loss, damage or expense of any kind which the Customer may suffer as a result of withdrawal and/or transfers.
- 9.6 Withdrawals are available only if the funds requested are not a result of actions that violate these Terms and Conditions.

## **10. FEES.**

- 10.1 The provision of Services is subject to the payment of trade commission, margin financing, deposit/withdrawal related charges, spread and other fees (hereinafter referred to as the "Fees") to the Company. Fees to the Company are disclosed on the Website. In addition to those Fees, other costs may be due by Customers directly to third parties.
- 10.2 The Company reserves the right to change, from time to time, any of the costs, fees and charges applicable to Customers when trading Digital Assets and other Instruments without prior notice. Changes to its Fees will be notified to Customers by the Company through the Website. It is the Customer's responsibility to visit the Website and review the Contracts Specification during the time he is dealing with the Company as well as prior of placing any orders with the Company.
- 10.3 The Customer should note that not all charges are represented in monetary, cryptocurrency or percentage terms and may appear, for instance, in pips or points. For that reason, the Customer needs to ensure that he/she understands the cost that the pip/points amount to.

- 10.4 The Customer agrees that any applicable Fees shall be deducted from his/her Account. For this purpose, the Company will be entitled to combine or make transfers between any of the Customer's trading accounts. The Company has the right to close any Open Positions of the Customer in order to settle any obligations owned by the Customer to the Company.
- 10.5 Spreads and mark-up: Spread, a difference between the BUY and the SELL price, varies between different Digital Assets and other Instruments; its size depends on the Order size/volume as disclosed in the Website and Trading Platform. The Customer understands that the Company offers floating spread that may, without any notice, widen at any time due to various factors. The applicable minimum spreads (which include Company's mark-up, if applicable) can be found on the Company's Website.
- 10.6 For all types of CDIs offered by the Company, the commission (if applicable) and financing/overnight fees are not incorporated into the Company's quoted prices and are instead charged explicitly to the Customer Account. In the case of financing/overnight fees, the value of Opened Positions in some types of instruments is increased or reduced by a daily financing fee 'swap' throughout the life of the trade. The financing fees are based on prevailing market interest rates. Details of daily financing/overnight fees applied, are available in the Website.
- 10.7 The Company is not responsible for paying Customer's tax obligations in relation to possible income tax or similar taxes imposed on him or her by his jurisdiction on profits and/or for trading in any Instruments.
- 10.8 The company will charge inactivity fee, which will be 35 USDT monthly fixed fee on accounts without new trading activity. The fee will be charged after at-least 90 days have passed from the deposit of the client, or from last trade of the client and in case that no new trade was executed in the 90 days period. If the balance of the account is lower then 35 USDT, the whole remaining balance of the account will be charged. Account which will be charged inactivity fee will be flagged as "inactive account"
- 10.9 By accepting this Agreement, the Customer has read, understood and accepted the Contract Specifications as these are uploaded on the Website, and available inside the Trading Platform in which all related Fees are explained.

## **11. CUSTOMER DATA AND CONFIDENTIALITY.**

- 11.1 The Company may use, store or otherwise process personal data provided by the Customer in connection with the provision of the Services. By opening an Account with the Company and by placing Orders and entering into Transactions, the Customer acknowledges that he/she will be providing personal information (possibly including sensitive data) and the Customer consents to the processing of that information by the Company for the purposes of performing its obligations under the Agreement, administering the relationship with the Customer and improving the Services.
- 11.2 Customer data are held by the Company in the strictest confidence. Company will exercise reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data; Company will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data.
- 11.3 Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

- 11.4 The Company shall be entitled to disclose personal information without informing the Customer to any regulatory or governmental authorities as may be required and/or where the Customer is directly or indirectly involved in fraud or any other illegal activity.
- 11.5 The detailed rules of personal data processing being applicable to any Customer are set out in the Privacy & Cookies Policy.
- 11.6 The Customer hereby gives her/his expressed consent to obtain marketing communicates and acknowledges that receiving of such communicates would not be considered by the Customer as being a breach of any of the Customer's rights under any relevant data protection laws and/or privacy regulations.
- 11.7 If the customer choses to use Third Party Cryptocurrency exchange providers, company might pass his data to such Third Party Cryptocurrency exchange.

## **12. CUSTOMER'S RESPONSIBILITIES & RESTRICTIONS.**

- 12.1 The Customer shall comply with the Acceptable Use Policy. The Customer shall not:
- (a) provide Access Code to any third party;
  - (b) share non-public Trading Platform features or content with any third party;
  - (c) access the Trading Platform in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics, or to copy any ideas, features, functions or graphics of the Trading Platform and/or the Services;
  - (d) engage in web scraping or data scraping on or related to the Trading Platform and/or the Services, including without limitation collection of information through any software that simulates human activity or any bot or web crawler;
  - (e) not transmit or input into the Website or the Trading Platform any files that may damage any other person's computing devices or software; content that may be offensive; or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which you do not have the right to use);
  - (f) attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation;
  - (g) falsify any Digital Assets Wallet, Digital Assets Address, registration, exchange, or administration details provided to the Company or any of its Associates, impersonate another person;
  - (h) use the Website or any Services to evade taxes under the Applicable laws;
  - (i) use, or misuse, the Services in any way which may impair or alter the functionality of the Services, the Website, the Trading Platform or other systems used to deliver the Services or impair or alter the ability of any other user to use the Services, the Trading Platform or the Website;
  - (j) attempt to gain unauthorized access to the Trading Platform and servers on which the the Website is hosted or to any materials other than those to which he/she has been given permission to access; or
  - (k) interfere with or disrupt the integrity or performance of the Trading Platform and/or any Service or third-party data contained therein.
- 12.2 In the event that the Company suspects any breach of the requirements of this Section, the Company may suspend Customer's access to the Trading Platform, his/her Account and/or the Services without advanced notice, making a report to any Government, law enforcement, or other

authorities, without providing any notice to the Customer about any such report; confiscate any funds, property, proceeds, or Digital Assets in any Digital Assets Wallet of the Customer; and, suspend or terminate his/her access to any Services or funds, property, or Digital Assets from any Digital Assets Address or Digital Assets Wallet, in addition to such other remedies as the Company may have. The Company may, at its sole and absolute discretion, seize and deliver the Customer's property to any applicable Government, law enforcement, or other authorities where circumstances warrant.

- 12.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Trading Platform and/or the Services, including without limitation, hardware, software, networking and the like. A high-speed and stable Internet connection is required for proper transmission of the Services. Customer is responsible for procuring and maintaining the network connections that connect Customer's network to the Trading Platform and/or Services including, but not limited to, browser software that supports protocols used by Company, and to follow procedures for accessing services that support such protocols. Company is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Customer Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by Company. Company assumes no responsibility for the reliability or performance of any connections as described in this Section. The Trading and/or the Services may not be available for all devices.

### **13. INTELLECTUAL RIGHTS.**

- 13.2 The Customer agrees that Customer receives only a limited right to use the Trading Platform and the Services. The Company grants the Customer, only for personal use, a personal limited, non-exclusive, revocable, non-transferable and non-sublicensable license to use the Trading Platform in accordance with the provisions of these Terms and Conditions. The Customer acknowledges and agrees that the Company retains all right, title, and interest in and to the Trading Platform, the Website and/or the Services, including without limitation all software used to provide the Trading Platform and all graphics, user interfaces, logos, and trademarks reproduced through the Trading Platform, patents, inventions, source code, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights and any other Company's Technology. These Terms and Conditions do not grant the Customer any intellectual property license or rights in or to the Trading Platform or any of its components and/or the Services, except to the limited extent that such rights are necessary for the Customer's use of the Account and/or the Trading Platform as specifically authorized by these Terms and Conditions. The Customer recognizes that the Trading Platform and/or the Services and its components are protected by copyright and other laws.
- 13.3 Company's trade names, service marks and logos are registered trademarks. You are not permitted to use them without our prior written approval.
- 13.4 You may also find other trademarks on the Website or the Trading Platform, not owned by us. They are the property of their respective owners, who may or may not be affiliated with or connected to us. Such trademarks are used for identification purposes only.

- 13.5 You must not use, copy, modify, distribute, transfer, publicly display, publicly perform, broadcast or in any other way exploit the Website or the Trading Platform or any content published on it.
- 13.6 Any collection, aggregation, copying, scraping, duplication, display or any derivative use of the Website or the Trading Platform as well as the use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission is expressly prohibited. Nothing in these Terms and Conditions gives you a right or license to do so, unless as expressly stated in these Terms and Conditions.
- 13.7 For more information about the intellectual rights to the Website the Customer should consult the Acceptable Use Policy posted on the Website.

#### **14. INDEMNIFICATION.**

- 14.1 Customer shall defend, indemnify, and hold harmless the Company and the Company's Associates (as defined below) from and against any and all "Indemnified Claim," meaning any third party claim, suit, action, proceeding or direct or indirect liabilities (including without limitation all losses, damages, costs or expenses) arising out of or related to (i) any failure by the Customer to perform any of the Customer's obligations under the Agreement, (ii) any breach by the Customer of any representation, warranty in the Agreement and/or (iii) Customer's alleged or actual use of, misuse of, or failure to use the Trading Platform and/or the Services, including without limitation:
- (a) claims by the Customer's employees;
  - (b) claims related to any breach or default by the Customer of any of the obligations of the Customer under the Agreement and/or any breach of the foregoing representations, warranties, and covenants or any Applicable law,
  - (c) Customer's or Customer's Personnel's negligence or intentional misconduct;
  - (d) Customer's failure to compensate, pay applicable taxes or contributions, or otherwise perform any obligation imposed on Customer by law or contract. INDEMNIFIED CLAIMS INCLUDE, WITHOUT LIMITATION, CLAIMS ARISING OUT OF OR RELATED TO CUSTOMER'S NEGLIGENCE. ("Company Associates" are Company's officers, directors, shareholders, parents, subsidiaries, agents, employers, successors, and assigns.

#### **15. LIMITATION OF LIABILITY.**

- 15.1 CUSTOMER ACCEPTS THAT THE TRADING PLATFORM IS PROVIDED "AS IS," WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE WITH RESPECT TO THE TRADING PLATFORM, ITS CONTENT, ANY DOCUMENTATION OR ANY HARDWARE OR SOFTWARE PROVIDED BY THE COMPANY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE TRADING PLATFORM WILL PERFORM WITHOUT INTERRUPTION OR ERROR THAT THE TRADING PLATFORM AND SERVICE WILL MEET CUSTOMER'S REQUIREMENTS; AND (b) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE TRADING PLATFORM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION, THAT IT WILL BE FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE AND (c) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE TRADING PLATFORM AND SERVICE (OR ANY

PORTION THEREOF) IS COMPLETE, ACCURATE, OF ANY CERTAIN QUALITY, RELIABLE, SUITABLE FOR, OR COMPATIBLE WITH, ANY OF CUSTOMER'S CONTEMPLATED ACTIVITIES, DEVICES, OPERATING SYSTEMS, BROWSERS, SOFTWARE OR TOOLS (OR THAT IT WILL REMAIN AS SUCH AT ANY TIME) OR COMPLY WITH ANY LAWS APPLICABLE TO CUSTOMER. NO INFORMATION OR ADVICE OBTAINED BY CUSTOMER FROM COMPANY OR THROUGH TRADING PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

15.2 IN NO EVENT WILL COMPANY BE LIABLE TO THE CUSTOMER FOR ANY OF THE FOLLOWING, ARISING OUT OF OR RELATED TO THE AGREEMENT OR TO THE USE OF THE WEBSITE, THE TRADING PLATFORM AND/OR THE SERVICES (INCLUDING WITHOUT LIMITATION THE QUALITY OF THE USEFULNESS OF INFORMATION PROVIDED THROUGH OR AS PART OF THE WEBSITE OR THE TRADING PLATFORM OR ANY INVESTMENT DECISION MADE ON THE BASIS OF THE INFORMATION, WHETHER): (A) LOST PROFITS OR LOSS OF BUSINESS OR LOSS OF ANTICIPATED SAVINGS, LOSS OF REVENUE OR INCOME OR LOSS OF ANY ECONOMIC ADVANTAGE, CONTRACTS AND OPPORTUNITIES, LOSS OF GOODWILL, LOSS OF USE OR PRODUCTION OR ANY BUSINESS INTERRUPTION OR DISRUPTION OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE DAMAGES OR INDIRECT DAMAGES OF ANY TYPE OR KIND, whether incurred by either Customer or any third party. LIABILITIES LIMITED BY THIS Section .... INCLUDE, WITHOUT LIMITATION, LIABILITY FOR NEGLIGENCE. FURTHER NEITHER COMPANY OR ITS AFFILIATES WILL BE RESPONSIBLE FOR COMPENSATION, REIMBURSEMENT, LOSSES, COSTS OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER'S INABILITY TO USE THE TRADING PLATFORM, SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THE AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE TRADING PLATFORM AND /OR SERVICES, (II) COMPANY'S DISCONTINUATION OF ANY OR ALL ACCESS TO THE TRADING PLATFORM AND/OR SERVICES, OR (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE ACCESS TO THE TRADING PLATFORM AND/OR SERVICES FOR ANY REASON WHATSOEVER, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF COVER OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER TO ANY THIRD PARTIES IN CONNECTION WITH THE AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE TRADING PLATFORM AND/OR SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS, DENIAL OF ACCESS, OR FAILURE TO MAINTAIN OR STORE ANY OF CUSTOMER'S CONTENT, CUSTOMER DATA OR OTHER DATA.

15.3 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, The Company shall not be liable for:

- a) any loss of opportunity as a result of which the value of the assets of the Customer could have been increased or for any decrease in the value of the assets of the Customer, regardless of the cause, unless such loss is directly due to gross negligence, wilful default or fraud on the part of the Company.
- b) any loss which is the result of misrepresentation of facts, error in judgment or any act done or which the Company has omitted to do, whenever caused, unless such act or omission resulted from gross negligence, wilful default or fraud by the Company.
- c) any act or omission or for the insolvency of any counterparty, bank, custodian or other third party which acts on behalf of the Customer or with or through whom Transactions on behalf of the Customer are carried out.

- d) any problems or technical malfunction of any telephone networks or lines, computer online systems, servers or Companies, hardware or software, or any technical failure because of technical problems or traffic congestion on the Internet, the site or any Service.

15.4 LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION and THE AGGREGATE AND CUMULATIVE TOTAL LIABILITY OF COMPANY FOR DAMAGES, INCLUDING FOR DIRECT DAMAGES, UNDER THE AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF FUNDS THE CUSTOMER TRANSFERRED OR DEPOSITED IN HIS/HER ACCOUNT ON THE TRADING PLATFORM IN CONNECTION WITH THE TRANSACTION GIVING RISE TO SUCH LIABILITY. Multiple claims shall not enlarge this limitation.

15.5 THE LIABILITIES LIMITED BY THIS Section 15. APPLY TO THE BENEFIT OF COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THIRD PARTY CONTRACTORS, licensors, advertisers, consultants, and other representatives AS WELL AS: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, FIDUCIARY DUTY, WARRANTY, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF COMPANY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 15., Company's liability will be limited to the maximum extent permissible. ANY CLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE FIRST EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM.

15.6 The Customer holds sole liability for all Transactions in his/her Account, including all credit/debit card Transactions or other means of deposit and withdrawal transactions.

## **16. TERM & TERMINATION.**

16.1 The term of this Agreement (hereinafter referred to as the "Term") shall commence on the Effective Date and continue in force indefinitely until its termination as described in this Section of the Agreement.

16.2 The Customer reserves the right to cancel the Agreement during the probation period within fifteen (15) days from the Effective Date, in compliance with this Section 16. The Customer shall communicate such request to the Company in writing via e-mail send directly to the Company from the Customer's registered e-mail address. There are no prior notice requirements. The Customer understands and agrees that prior to the cancelation or termination request, the Customer shall ensure that all his/her Transactions are closed (if applicable) and/or all his/her funds (if applicable) has been either refunded or withdrawn from Customer's Account.

16.3 The Company reserves the right to terminate the Agreement during the probation period due to, inter alia, insufficient documentation received from the Customer, providing the Customer with a 24-hour notice. Without prejudice to the above, the Company may, at its sole discretion and at any point limit Customer's access to the Services and the Trading Platform.

16.4 The Company or the Customer can terminate this Agreement at any time with or without cause and for any reason whatsoever by giving five (5) business days written notice to the other party. During the termination notice, the Customer is obliged to close all Open Positions. In the case where the Customer has open positions during the termination notice period, then the Company reserves the right not to accept any new Orders and the Company shall have the right to close all

of the Customer's Open Positions on expiry of the notice period to the extent the Customer has not already done so.

16.5 Upon termination of the Agreement, the Company shall be entitled, without prior notice of the Customer, to cease the access of the Customer to the Trading Platform and Account.

16.6 Without limiting Company's other rights and remedies, The Company may close all Open Positions and terminate the Agreement immediately without giving five (5) business days written notice in the following cases (or the Company has reasonable grounds to believe, in its absolute sole discretion (where applicable), that such case occurred):

- a) The Customer fails to comply fully and by the required time with any obligation to make any payment when due under the Agreement;
- b) the Customer is in breach of any covenant or provision set out in the Agreement;
- c) The Customer activity might be a violation of any Applicable law;
- d) The Customer attempts to gain unauthorised access to the Trading Platform or another Customer's Account or providing assistance to others' attempting to do so;
- e) The Customer fails or omits to disclose to the Company his/her capacity as the beneficial owner of more than one accounts being maintained with the Company and/or his/her capacity to act as a regulated money manager on behalf of any other Customers of the Company;
- f) The Customer dies, becomes or is adjudged to be of unsound mind, is or becomes unable to pay his debts as they fall due, is or becomes bankrupt or insolvent within the meaning of any insolvency law or any suit, action or proceeding is commenced for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, all or any part of the property, undertaking or assets (tangible and intangible) of the Customer;
- g) The Customer commences a voluntary case or other procedure, or there is an involuntary case or other procedure, seeking or proposing, the appointment of an insolvency officer, the liquidation, reorganization, an arrangement or composition, a freeze or moratorium, or other similar under any insolvency law.

16.7 Without limiting Company's other rights and remedies, The Company may terminate the Agreement immediately without giving five (5) business days written notice, and the Company has the right to reverse and/or cancel all previous Transactions on a Customer's Account, in the following cases (or if the Company has reasonable grounds to believe, in its absolute sole discretion, that such case occurred):

- a) The Customer involves the Company directly or indirectly in any type of fraud, in which it places the interests of the Company and/or the Company's Customers at risk prior to terminating the Agreement.
- b) The Customer uses the Services to perform any illegal activities, such as money laundering, financing terrorism or gambling;
- c) The Customer is using multiple users and trading accounts in an abusive manner;
- d) the Customer's trading activity adversely affects in any manner the reliability and/or smooth operation and/or orderly functioning of the Trading Platform.
- e) the Customers trading activity caused financial loss or damages to the Company regardless of profit or loss reported by the Trading Platform.
- f) the Customer uses Trading Platform and/or gives Orders or enters into Transactions within the definition of market abuse or in any other abusive way, including lag trading and/or usage of

server latency, price manipulation, time manipulation or any other practices which are illegal and/or are utilized to give the Customer an unfair advantage or which the Company considers, at its sole discretion, as inappropriate and outside the scope of the Agreement and/ or as unfair business conduct.

- g) In case of unexpected operational difficulties.
  - h) If the Company receives a request from a court, law enforcement or similar governmental agency authorized to make such request.
  - i) If it comes to the Company's attention and/or the Company has reasonable grounds to believe that the Customer became a citizen or a resident of Restricted Countries and Jurisdictions.
  - j) The Customer is refusing to cooperate in an investigation or refusing to provide confirmation of Customer's identity or any information the Customer provides to the Company.
  - k) For any other reason stated anywhere in these Terms and Conditions.
- 16.8 Upon termination of the Agreement, Customer shall cease all use of the Trading Platform and/or the Services. The following provisions will survive termination or expiration of the Agreement:
- a) any obligation of Customer to pay Fees incurred before termination;
  - b) Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
  - c) Any damages which arose during the arrangement or settlement of pending obligations. The Company has the right to deduct such sums as are appropriate with respect to all of the above Customer liabilities or contingent liabilities from the Customer's Account.
  - d) (d) any other provision of the Agreement that must survive to fulfil its essential purpose. In no event will termination or expiration of the Agreement relieve Customer of its obligation to pay any Fees payable to Company for the period prior to the effective date of termination or expiration.
- 16.9 Customer acknowledges and agrees that following termination of the Agreement, Company may immediately deactivate Customer's Accounts.

## **17. AML AND KYC POLICY**

- 17.1 The Company is committed to the highest standards of the AML compliance and Counter-Terrorism Financing (CTF). To help fight the funding of terrorism and money laundering activities, Company insists on a comprehensive and thorough user due diligence process implementation and ongoing analysis and reporting.
- 17.2 The Company reserves the right at any time to conduct a verification of a Customer's identity or source of funds, known as Customer Due Diligence (CDD), for the purposes of complying with the any KYC/AML requirements. The Company reserves the right to impose trading limits and withdrawal limits before the Customer is required to conduct Customer Due Diligence.
- 17.3 Additionally, the Company reserves the right to request additional or updated documentation, if it deems as necessary. You agree to provide promptly any documentation, information, or records requested by the Company at any time, including, but not limited to, a self-certification permitting the determination of tax residence and status. Such information may include, but is not limited to, self-certifications as to beneficial ownership and control.

- 17.4 The Company reserves the right to refuse to process a transfer, withdrawal or to suspend or terminate the administration of the Services at any stage if it believes/suspects it to be connected in any way to criminal activity or money laundering.
- 17.5 The Company is obliged to report all suspicious transactions to the relevant authorities and is prohibited from informing the Customer that they have been reported for suspicious account activity. Account misuse may result in criminal prosecution. The Company carries on an on-going monitoring of any reported suspicious activities
- 17.6 The Company maintains all transaction records of Customers for a minimum of 5 years, following termination of the Agreement
- 17.7 The Company will not accept as Customers, persons unwilling to provide sufficient documents/data and information as provided in the Agreement.
- 17.8 The Company will accept only those new Customers who complete the appropriate registration procedure and provide the Company with all necessary verification documents and information to the satisfaction of the Company within the probation period. For deposit amounts of higher than 15,000 USDT or equivalent the Customer must submit the verification Documents during or upon account registration. For amounts below 15,000 USDT or equivalent there is a probation period of fifteen (15) days in order to submit the verification Documents, without the right to make any withdrawal from their account until the verification process is completed.
- 17.9 The Company takes no responsibility for any possible delays where the Customer's verification documents are outstanding.

#### **18. COMMUNICATION, STATEMENTS AND ACCOUNT CONFIRMATION**

- 18.1 Customer agrees to provide Company with Customer's e-mail address, to promptly provide Company with any changes to Customer's e-mail address, and to accept emails (or other electronic communications) from Company at the e-mail address Customer specifies. Customer further agrees that Company may provide any and all notices, statements, account confirmations and other communications, to Customer through either e-mail, the Trading Platform or other electronic transmission (such notices will be deemed received 12 hours after they are sent), or by mail or express delivery service (such notices will be deemed received the second business day after they are sent). Customer agrees that any notices, agreements, disclosures or other communications that the Company sends to the Customer electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. It is Customer's responsibility to keep all its contact information current and Customer waives its right to receive such notices if it does not provide current contact information.
- 18.2 Unless otherwise specified, the Customer has to send any notice, instruction, request or other communication via e-mail at support@ex-cap.com .
- 18.3 All notices/information provided by the Company or received from the Customers should be in the English language.
- 18.4 The Customer agrees that he/she is fully responsible for reading any messages received from the Company on his/ her Online Trading Facility or via any other means. Communications are deemed received when made available to Customer by the Company, regardless of whether Customer actually accessed the communication.
- 18.5 The Company bears no liability for any loss that arises as a result of delayed or unreceived communication sent to the Customer by the Company.

- 18.6 Following the execution of an Order on the Account, the Company will confirm the Transaction as soon as practicably possible, by posting a confirmation on the Customer Account, however, failure to do so will not affect the validity of that specific Transaction. Customer understands that it must carefully review the confirmation. The Confirmation of orders and statements posted online by the Company shall be deemed correct and shall be conclusive and binding upon Customer if not objected to within two business days of the posting online.
- 18.7 The content of all incoming and outgoing telephone calls between the Customer and the Company may be recorded. The Customer agrees that the Company has the right to use telephone records as it deems necessary, including but not limited to instances when a dispute arises between the Customer and the Company. The Company may provide copies of telephone recordings to a regulatory authority and/or other authority of a competent authority, without informing the Customer. The Company shall have no obligation to provide any such copy to the Customer.
- 18.8 The Customer agrees that the Company will also record any other communication between the Customer and the Company, in any form, including e-mails and chat messages.

#### **19. COMPLAINTS AND DISPUTE RESOLUTION**

- 19.1 If the Customer reasonably believes that the Company as a result of any action or failure to act breaches one or more terms of these Terms and Conditions, the Customer has the right to lodge a complaint with the Company as soon as reasonably practicable after the grievance has arisen.
- 19.2 Complaints must be filed in writing by e-mail to [legal@ex-cap.com](mailto:legal@ex-cap.com) and include the Customer's name, and enough details to indicate the alleged contravention to which the complaint relates (Details of when the conflict first arose (date and time in UTC), Order ticket). 3A Complaint must not include offensive language directed either to the Company or the Company employee(s). The Company has the right to refuse a complaint if this clause have been breached.
- 19.3 The Company will send you a written acknowledgment (via email) of your complaint promptly following receipt. The Company will investigate your complaint and reply to you within two (2) months, informing you about the outcome of our investigation and providing you with our final response regarding your complaint.
- 19.4 The Company shall not be liable to the Customer if for any reason the Customer received less profit than had hoped for or incurred a loss as a result of uncompleted action which the Customer had intended to complete.
- 19.5 Any Complaint regarding Order Execution (i) price, (ii) cost, (iii) speed, and (iv) method shall be submitted to the Company within two (2) working days from the execution of the problematic Order.
- 19.6 No Complaint shall be valid if submitted after one month of its alleged occurrence and should be deemed to be settled in full upon the expiry of the said one-month period. The Customer hereby waives any rights it may have inclusively the right to submit any complaint or claim or allegation outside the permitted timeframe of one month from the day that the said alleged occurred, irrespectively of the nature of the event (i.e. trade, refund, etc.) or the size of the complaint.
- 19.7 If the Customer has been notified in advance by the Trading Platform maintenance or any other technical issue related to the Trading Platform or the Account, complaints made in respect of any

unexecuted Instructions or Orders which are given during such period, are not accepted. The fact that the Customer has not received a notice shall not constitute a reason to lodge a complaint.

19.8 No Customer complaints will be accepted in respect of the financial results of the deals made using temporary excess Free Margin on the Account gained as a result of a profitable position (cancelled by the Company afterwards) opened at an error quote or at a quote received as a result of a Manifest Error.

19.9 In respect of all Disputes, any references by the Customer to the quotes of other companies or information systems will not be taken into account.

19.10 Further, no complaints are accepted if the Customer is not able to send an Order:

- a) Because of the poor Internet connection either on the side of the Customer or the Company or both;
- b) As a result of a Manifest Error;
- c) As a result of the failure of the Trading Platform software/hardware either on the side of the Customer or the Company or both.

## **20. FORCE MAJEURE**

20.1 No delay, failure, or default on the part of the Company will constitute a breach of the Agreement to the extent caused, directly or indirectly, by epidemics; lock-downs; acts of war; terrorism; hurricanes, earthquakes, fire, nuclear disasters and explosion, weather of exceptional severity, other acts of God or of nature; airport closures; criminal acts of third parties or any other acts undertaken by third parties not under the Company's reasonable control including, without limitation, denial of service attack; strikes or other labour or industrial disputes, riots or other acts of civil disorder, embargoes, government orders responding to any of the foregoing, the acts of any local or national government such as an imposition of economic sanctions; acts of governments such as expropriation, condemnation, changes in laws, and shelter-in-place or similar orders; failures or interruptions of electricity supplies or internet connection; failures and interruptions of a utility service; Cyber-terrorism, cyber-attacks, hacking, bugs; Crypto market collapse or fluctuations, technical problems, including hardware and software crashes and other malfunctions, blockchain network disruptions and failures; acts and regulations of any governmental or supra national bodies or authorities that, in the Company's opinion, prevents the Company from maintaining an orderly market in one or more of the Digital Assets and other Instruments in respect of which the Company deals on the Trading Platform; the occurrence of an excessive movement in the level of any Transaction and/or Financial Market and/or underlying instrument or the Company's anticipation of the occurrence of such a movement; failure of the telecommunications or information services infrastructure, SPAM or failure of any computer, server or software disruptions on account of or caused by vandalism, theft, phone service outages, power outage, viruses, and mechanical, power or communications failures; failure in third-party hosting services; the failure of any relevant supplier, financial institution intermediate broker, agent or principal of the Company, custodian, sub custodian, dealer, exchange, feed provider, clearing house or regulatory or self-regulatory organization; the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its quotes, or the imposition of limits or special or unusual terms on trading in any such market or on any such event or other causes beyond the Company's reasonable control ("Force Majeure Event"). The

Company shall not be liable to the Customer or have responsibility of any kind in respect of any losses arising out of a Force Majeure Event.

20.2 If the Company has established that a Force Majeure Event occurred, the Company has the right (without prejudice to the Company's other rights) to take any of the following steps without prior written notification and at any time:

- a) cancel any or all Transactions and/or Orders the result of which is directly or indirectly caused by Force Majeure Event;
- b) increase Margin requirements;
- c) determine at its discretion the quotes and spreads that are executable through the Trading Platform;
- d) decrease leverage.

## **21. MISCELLANEOUS.**

21.1 Customer may not assign, transfer or convey to any other person, firm, corporation or entity whatsoever the Agreement or any of its rights, title, interest or obligations arising pursuant to the Agreement, whether by operation of law or otherwise, without Company's prior express written consent, acting in its discretion, provided that no such consent shall release or relieve the Customer from any obligations or liabilities under the Agreement. The Company can assign, transfer or convey to any other person, firm, corporation or entity whatsoever the Agreement or any of its rights, title, interest or obligations arising pursuant to the Agreement, whether by operation of law or otherwise, without Customer's consent. Subject to the foregoing restrictions, the Agreement will be binding upon and inure to the benefit of the Company's' respective successors and assigns. Any attempted assignment in violation of this section will be null and void.

21.2 There are no third-party beneficiaries to the Agreement.

21.3 In the event that any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be affected or impaired.

21.4 The Company will not be deemed to have waived any of its rights under the Agreement by lapse of time, failure or delay to exercise or enforce any right under the Agreement or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of the Agreement will constitute a waiver of any other breach of the Agreement. Neither a delay or a default by the Company during the execution or exercise of any right, authority or privilege under the Agreement or to which it is entitled by the law, will destroy or impair any such right, authority or privilege or will be considered as a waiver of such right, authority or privilege, nor any or partial execution or exercise of any right, authority or privilege will prevent or exclude any other or further execution or exercise or the execution or exercise of any other right, authority or privilege.

21.5 The company reserves a right, for the accounts which are flagged "inactive accounts" under point 10.8. – to have a client funds moved to a special account and/or wallets operated by third parties which might bear staking rewards or interest for the company, which compensates the company for expenses beard by the company in relation to the client account. The client acknowledges that he has no right on any profit from such accounts and undertakes all counter-party risk on any such products.

- 21.6 The Agreement will be governed solely by the laws of St. Vincent and the Grenadines, without reference to any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties or other international laws. In case of any dispute, claim, controversy or action arising out of or related to (a) the Agreement or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your Digital Assets Wallet, the Services, operations of the Trading Platform, or (c) your access to or use of the Services at any time, the parties consent to the personal and exclusive jurisdiction of the courts of St. Vincent and the Grenadines. With respect to any proceedings, the Customer irrevocably:
- agrees that the courts of St. Vincent and the Grenadines shall have exclusive jurisdiction to determine any proceedings,
  - submits to the jurisdiction of St. Vincent and the Grenadines courts,
  - waives any objection which the Customer may have at any time to the bringing of any proceedings in any such court, including under the doctrine of forum non convenient or other similar doctrines.
- 21.7 Except as expressly stated in these Terms and Conditions, Future Finance makes no representations or warranties that Customer's use of the Trading Platform and/or the Service is appropriate in Customer's jurisdiction. Other than as indicated herein, Customer is responsible for compliance with any local and/or specific applicable laws, as applicable to Customer's use of the Trading Platform and/or the Services.
- 21.8 Each party hereby irrevocably and unconditionally waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement. Where permitted under applicable law, both parties agree that each party may bring claims against the other party only in its individual capacity and not as a plaintiff or class member in any purported class or representative action. Unless both parties mutually agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.
- 21.9 Future Finance is not required to hold any financial services license or authorization in St. Vincent and the Grenadines to offer the Services.
- 21.10 Company's name, logo, trade names and trademarks or other identification (or any abbreviation, contraction or simulation thereof) are owned by Company, and no right is granted to the Customer to use any of the foregoing except as expressly permitted by prior written consent of the Company.
- 21.11 If the Customer is a partnership, or otherwise comprises of more than one person, his liability under this Agreement shall be joint and several. In the event of the demise, bankruptcy, winding-up or dissolution of any one or more of such persons, then (but without prejudice to the above or the Company rights in respect of such person and his successors) the obligations and rights of all other such persons under this Agreement shall continue in full force and effect.
- 21.12 The Agreement, its schedules and addenda, sets forth the entire agreement of the parties and supersedes all prior or contemporaneous agreements, writings, negotiations, and discussions, whether written or oral, express or implied, with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.
- 21.13 Company may, at its sole discretion, amend, change or modify these Terms and Conditions or any portions of the Terms and Conditions or the Agreement from time to time by posting the amended Terms and Conditions via the Website. All amended terms shall have immediate effect from the moment they are officially posted on the Website. It is the responsibility of the Customer

to check the Website from time to time to make sure he/she complies with the current version of the Agreement. Customer's continued use of the Services following the after the publication of any changes shall be governed by those Terms and Conditions and the Agreement as modified. If the Customer does not wish to be bound by those Changes, the Customer should cease to access and/or use Company's Online Trading Facility and inform the Company in writing immediately.

- 21.14 The Customer accepts and understands that the official language of the Company is the English language. The original language of these Terms and Conditions is English. Company may make available translations for convenience. In case of conflicts between the original English version and any translation, the English version shall prevail.
- 21.15 Without prejudice, and to any other rights in which the Company may be entitled, the Company may at any time and without notice to the Customer set-off any amount (whether actual or contingent, present or future) at any time, owing between the Customer and the Company. The Company can off-set any owned amounts using any Account the Customer maintains with the Company.
- 21.16 The rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.