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### **TERMS OF USE OF SERVICES**

These Terms of Use and any terms expressly incorporated herein (“**Terms**”) applies to any person (natural person or otherwise) (“**User/ You**”) accessing or using, any services made available by **Company** (“**Company/Us/Our/We**”), a company incorporated in St Vincent and the Grenadines, on this website (“**Site**”) or on Our mobile application, and to any other related services provided by Us (collectively, the “**Services**”). By accessing or using any Services in any manner whatsoever, You agree to be bound by these Terms.

The Privacy Policy and any other policies communicated by Us shall be applicable to Your use of the Services and shall be deemed incorporated herein by reference.

The services we offer include a peer-to-peer trading platform that offers trading of cryptographic tokens and currencies (“**Cryptocurrency**“ or “**Cryptocurrencies**”) and leveraged derivative contracts that have Cryptocurrencies as the underlying basis for the transaction (“**Cryptocurrency Derivative**” or “**Cryptocurrency Derivatives**” or “**Derivative Contract**” or “**Derivative Contracts**”).

1. **MODIFICATION OF TERMS**
	1. We may, at Our sole discretion, change, modify, add, or remove portions of these Terms and to the Services from time to time without any prior written notice to You. We may do this for a variety of reasons including to reflect changes and requirements under the law, new features, or changes in business practices. It is Your responsibility to review these Terms periodically for updates/changes. Your continued use of the Services following the posting of changes will mean that You accept and agree to the revisions.
2. **ELIGIBILITY**
	1. **General Requirements:** The Services are intended solely for Users who are 18 (Eighteen) years and above and who satisfy the criteria described in these Terms. You represent and warrant that You: (a) are of legal age to form a binding contract (at least 18 (Eighteen) years old); (b) have not previously been suspended or removed from using our Services; (c) have full power and authority to agree to these Terms; and (d) are not prohibited in the jurisdiction applicable to You from undertaking activities on respect of the Services.
	2. **Restricted Locations:** You shall not use the Services if You are located in, or a citizen or resident of the United States of America (including Puerto Rico, the U.S. Virgin Islands), St Vincent and the Grenadines, Iran, North Korea, Syria, Crimea, Cuba, Afghanistan, Cambodia, Pakistan, Japan and any other state, country, territory or other jurisdiction as decided by Us from time to time or where Your use of the Services would be illegal or otherwise violate any applicable law. You represent and warrant that You are not a citizen or resident of any such jurisdiction and that You will not use any Services while located in any such jurisdiction. You also may not use the Services if You are located in, or a citizen or resident of, any other jurisdiction wherein the laws of Your country prohibits You from trading in Cryptocurrencies and leveraged trading on exchanges which are outside of Your Country or where We have determined, at Our discretion, to prohibit use of the Services. We may implement controls to restrict access to the Services from any jurisdiction prohibited pursuant to this Section 2.2. You will comply with this Section 2.2, even if Our methods to prevent use of the Services are not effective or can be bypassed.
	3. **Use of Account:** You will use the Services and Your User Account (as defined below) only for Yourself and not on behalf of, or for the account of, any third party. In case You intend to trade on behalf of another entity or third party, You shall intimate Us separately of such intent. If We have approved Your account for trading on behalf of any other entity or third party through a prior email approval, You will use the Services and Your User Account solely for the use of the specified other entity or third party. If You use any Services on behalf of any other entity or third party, You agree to these Terms on behalf of Yourself and for such other entity or third party, and You represent and warrant that You have the authority to bind the other entity or third party to these Terms and that both You and the other entity or third party will be jointly and severally liable under these Terms for any violation of these Terms or any other act or omission by the other entity or third party or by You. You agree and acknowledge that We shall not be liable for any loss or costs incurred due to breach of this Section 2.3.
3. **ACCOUNT**
	1. **User Account:** In order to use any of the Services, You must create and maintain an account through the Services (“User Account”). To create or maintain Your User Account, or enable functions on Your User Account, You will be required to provide Us with certain information and documentation, including, as applicable, the information and documentation associated with identity verification and other screening procedures described in Section 3.3, below. You will: (a) create a unique password; (b) provide complete and accurate information; (c) promptly update any information You have provided so that the information is complete and accurate at all times; (d) maintain the security of Your User Account by protecting Your password from unauthorized access or use; (e) promptly notify Us if You discover or suspect any unauthorized access or use of Your User Account or any security breaches related to Your User Account; and (f) be responsible for all activities that occur under Your User Account, and accept all risks of any authorized or unauthorized access to Your User Account.
	2. **Enhanced Security:** We may offer optional enhanced security features for Your User Account (including, for example, two-factor authentication). We encourage, but may not require, You to use any such enhanced security features. Whether You enable the enhanced security features or not, it is Your responsibility to ensure the security of, and Your continuous control over, any device or account that may be associated with the enhanced security features.
	3. **Identity Verification:** We may, in Our discretion, require identity verification and other screening procedures with respect to You or the transactions associated with Your User Account. These verification and screening procedures may include, without limitation, checking the information You provide to any governmental authority. You may be required to provide Us with certain personal information, including, but not limited to, Your name, address, telephone number, email address, date of birth, passport number, photograph of Your government-issued ID and any other information as may be required. You hereby authorize Us, directly or through a third party, to make any inquiries We consider necessary to verify Your identity and/or protect against fraud, including but not limited to: (a) query identity information contained in public reports (e.g., Your name, address, past addresses, or date of birth); (b) query account information associated with Your linked bank account (e.g., name or account balance); and (c) take action We reasonably deem necessary based on the results of such inquiries and reports.
	4. **Responsibility for Account Activities:** You will be bound by, and hereby authorize Us to accept and rely on, any agreements, instructions, orders, authorizations and any other actions made, provided or taken by anyone who has accessed or used Your User Account regardless of whether the access is authorized or unauthorized. Upon receipt of written notice from You that the security of Your User Account has been compromised, We will take reasonable steps to protect Your User Account, including, for example, to cease to allow actions initiated using any compromised account passwords, in the event such actions are not already completed. We shall, under no circumstance, shall be liable for any loss incurred by You by any unauthorized use of Your User Account.
4. **RISK DISCLOSURES; ASSUMPTION OF RISKS**
	1. The trading of Cryptocurrencies and Cryptocurrency Derivatives, and the use of other Services provided by Us, involves significant risks and potential for financial losses, including without limitation the following:
		1. We only accept Bitcoins and Ether (“**Accepted Currencies**”). The Margins (as defined below) and all profits and losses of trades in Cryptocurrency Derivatives are calculated in denominations of the Accepted Currencies. You further hereby acknowledge and accept that We do not support fiat currencies.
		2. The features, functions, characteristics, operation, use and other properties of Cryptocurrencies (“**Currency Properties**”) and the software, networks, protocols, systems, and other technology (including, if applicable, any blockchain) (“**Underlying Technology**”) used to administer, create, issue, transfer, cancel, use or transact using the Cryptocurrencies may be complex, technical or difficult to understand or evaluate.
		3. The Cryptocurrencies, their Underlying Technology, the Site and other Services may be vulnerable to attacks on the security, integrity or operation of the Cryptocurrencies or their Underlying Technology (“**Threats**”), including Threats using computing power sufficient to overwhelm the normal operation of a blockchain or other Underlying Technology.
		4. Cryptocurrencies, their Properties or Underlying Technology may change or otherwise cease to operate as expected due to a change made to the Underlying Technology, a change made using features or functions built into the Underlying Technology or a change resulting from a Threat.
		5. The Cryptocurrency may be cancelled, lost or double spent, or otherwise lose all or most of their value, due to various Threats, changes to the Currency Properties or failure of the Cryptocurrency to operate as intended.
		6. We may suspend or cease to support the transfer, storage or trading of any Cryptocurrency or Cryptocurrency Derivative at any time at Our discretion.
		7. The Services may not support Cryptocurrency other than the Accepted Currencies, or their related side chains or other Underlying Technology that are based on an enhancement (“**Derivative Protocols**”) even if the Derivative Protocol is based on any of the Accepted Currencies.
		8. We may suspend or reject Your transaction requests, suspend or cease support for certain Cryptocurrencies, or suspend or terminate Your access to the Services to comply with applicable laws or regulations or an order from law enforcement or other governmental authority, for other reasons as specified in these Terms or otherwise at Our discretion.
		9. You may be unable to withdraw Cryptocurrencies prior to Company ceasing to support transfer of any such Cryptocurrencies, resulting in the loss of any such Cryptocurrencies remaining in Your User Account.
		10. Any Cryptocurrency may decrease in value or lose all of its value due to various factors including discovery of wrongful conduct, market manipulation, changes to Currency Properties or perceived value of Currency Properties, Threats, suspension or cessation of support for a Cryptocurrency by Us or other exchanges or service providers, and other factors outside Our control.
		11. You may be prevented from sending a transaction request, or Your transaction request or email may not be received by Us or the Services, due to hardware, software or services issues (including, without limitation, Internet and other network connectivity issues).
		12. Your transaction request or email to Us or the Services may be lost, intercepted or altered during transmission.
		13. Unauthorized third parties may access or use Your User Account and effect transactions without Your knowledge or authorization, whether by obtaining the password to Your User Account, obtaining control over another device or account used by You in connection with any enhanced security measures enabled for Your account, or by other methods.
	2. The risks described in this Section 4 may result in loss of Cryptocurrency, decrease in or loss of all value for the Cryptocurrencies, inability to access or transfer Cryptocurrencies, inability to trade Cryptocurrencies, inability to receive financial benefits which are available to other Cryptocurrency holders, and other financial losses to You. You hereby assume and agree that We will have no responsibility or liability for, such risks. You hereby irrevocably waive, release and discharge any and all claims, whether known or unknown to You, against Us, its Affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives related to any of the risks set forth herein.
	3. You represent and warrant that You have: (a) the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any Cryptocurrency or Cryptocurrency Derivative that You decide to acquire or trade; and (b) the knowledge, experience, understanding, professional advice and information to make Your own evaluation of the merits and risks of any Cryptocurrency or trade as supported by the Services. You accept the risk of trading Cryptocurrencies or Cryptocurrency Derivatives by using the Services and are responsible for conducting Your own independent analysis of the risks specific to the Cryptocurrencies, Cryptocurrency Derivatives and the Services. You should not place any “Orders” to acquire or trade any Cryptocurrency Derivatives unless You have deposited sufficient Accepted Currency and can afford to lose all value of the Accepted Currency. In other words, You must ensure that You have sufficient balance available in Your Hosted Wallet (as defined below) to reserve a Cryptocurrency Derivative margin (“**Margin**”).
	4. You represent and warrant that You have the technical ability and expertise to understand and evaluate the consequence or effects of any trading contracts (including Derivative Contracts) You make, including such of these contracts or trades as may remain outstanding from time to time, after squaring up or netting off any of such trades, to the extent feasible (“**Position**”). As and by way of illustration only: if You make a first trade in a Derivative Contract by placing an order that is then executed, for 5 “long” contracts, Your Position will be treated as closed as regards such trade, if you subsequently place and have executed, an order for 5 “short” contracts; this Position on the “long” trades will however, be open until the execution of the 5 “short” contracts against which it is then subsequently netted-off.
	5. Our decision to support transfer, storage or trade any particular Cryptocurrency or Cryptocurrency Derivative through the Services does not indicate Our approval or disapproval of the Cryptocurrency or the integrity, security or operation of the Cryptocurrency or its Underlying Technology. The risks associated with Cryptocurrencies or Cryptocurrency Derivatives and trading them applies notwithstanding Our decision to support a particular Cryptocurrency or any Cryptocurrency Derivative as supported by Our Services. We (a) do not provide trading advice, (b) do not have any fiduciary duty to You or any other user, and (c) do not make any warranty about the suitability of the Cryptocurrency for trading or ownership by You.
5. **PRIVACY POLICY** Please refer to Our privacy policy for information about how We collect, use, and share Your information. Our Privacy Policy is available here.
6. **WARRANTIES AND REPRESENTATIONS**
	1. You represent, warrant and acknowledge that:
		1. You are authorized to access and use the Site; in particular, the jurisdiction where You reside, hold citizenship, or conduct business in such jurisdictions as mentioned under these Terms that allows You to utilize the Services;
		2. If You are using the Site on behalf of or for the benefit of any organization then it is assumed that You have the right to do so. The organization and You will be jointly and severally liable for Your actions including any breach of these Terms;
		3. Your use of the Services is at Your own risk. You agree that We shall not liable for any damage or harm arising out of Your use of the Services;
		4. the information provided on the Site is for general information purposes only and is given in good faith. However, the information is selective, and We 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 Services provided by Us in a particular manner; and
		5. We do not warrant that the use of the Services will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Services, including public computer networks and the internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. We are not in any way responsible or liable for any such interference that prevents Your access or use of the Service
	2. We provide no warranty about the Services. Without limiting the foregoing, We do not warrant that the Services will meet Your requirements or that it will be suitable for Your purposes. To avoid any doubt, all implied conditions or warranties are excluded insofar as is permitted by law including, without limitation, warranties of merchantability, fitness for purpose, title and non-infringement.
	3. You warrant and represent that You are acquiring the right to access and use the Site and agreeing to these Terms for the purposes of a trade and that, 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 and use of the Site or these Terms.
7. **SERVICE PERFORMANCE**
	1. We deny all liability for the timely operation of the Services, where You or a third party is providing the computer equipment upon which the Service is depend upon for any part of its functionality.
	2. By using the Service, You confirm Your understanding that the timely operation of the internet and the World Wide Web is governed by constraints beyond Our control. You accept that We are not liable for any perceived slow operation of the Services.
	3. By using the Service, You accept that all trade executions pursuant to Cryptocurrencies or Cryptocurrency Derivatives which You have executed are final and irreversible.
	4. By using the Service, You accept that We reserve the right to liquidate or close any trades at any time regardless of the profit or loss that You may have incurred while trading on any Position.
	5. We do not warrant that the Service will meet Your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected, or that the Service will be available at any particular time or location. You assume full responsibility and risk of loss resulting from Your use of the Service.
8. **ACCOUNT FUNDING; TRANSFERS**
	1. **Initial Account Funding:** Upon creation of an account on Our Site, We will provide You with a specific address where You can deposit Your Cryptocurrency. The Cryptocurrency You deposit will reflect in Your wallet balance (“**Hosted Wallet**”) and will be available for You to trade on the Site. You agree and acknowledge that once You have deposited the Cryptocurrency in accordance with Our instructions, the Cryptocurrency will be under Our control.
	2. **Deposits:** You may periodically, at Your discretion, deposit Cryptocurrency to Your Hosted Wallet through the specific address for the Cryptocurrency provided by Us, any Cryptocurrency that are supported for transfer and storage using the Services. If You transfer to Your Hosted Wallet any Cryptocurrencies that are not supported by the Services, such Cryptocurrencies may be permanently lost.
	3. **Withdrawals:** When You realize a profit or loss pursuant to a trade in respect of a Cryptocurrency or a Cryptocurrency Derivative, the amounts of Cryptocurrencies in Your Hosted Wallet will change accordingly. You are required to retain, in Your Hosted Wallet, a sufficient quantity of Cryptocurrency balance necessary to satisfy any Margin requirement for Your Cryptocurrency Derivative trades (including applicable convenience fees). Only Cryptocurrencies that have not been blocked in an existing Order or Position are available for withdrawal (“**Available Balance**”). In addition, there may be limits on the amounts that You are able to withdraw on a daily or other periodic basis. Otherwise, You may periodically at Your discretion withdraw the Available Balance of Cryptocurrencies in Your Hosted Wallet by placing a withdrawal request with Us through Your Account which We will process once in 24 (twenty four) hours (at such time as determined by Us at Our sole discretion), on a best efforts basis. The transfer of such Cryptocurrencies pursuant to the withdrawal request as stated above, will be made to an address not controlled by Us (“**External Address**”). We may require You to verify the External Address to which You seek to withdraw Your Cryptocurrency to. You hereby authorize Us to use the Available Balance in Your Hosted Wallet to send such number of Cryptocurrency specified by You to any External Address specified by You, using the Services. We will not be able to reverse any transfers and will not have any responsibility or liability if You have instructed Us to send Cryptocurrency to an address that is incorrect, improperly formatted, erroneous or intended for a different type of currency, or does not support the Cryptocurrency.
	4. **Other Applicable Terms:** You will be responsible for: (a) paying all fees charged by any third party service provider associated with any External Address along with the payment of any fees charged by Us for any Cryptocurrency or Cryptocurrency Derivative trade execution; (b) ensuring that any deposit and/ or withdrawal are in compliance with Our requirements; (c) ensuring that the address to which Your Cryptocurrencies are to be deposited or withdrawn is properly formatted and suitable for the type of trade as per the Derivative Contract; and (d) ensuring that there are no errors in any of the transfer instructions You provide using the Services. In the event You fail to comply with any requirements of this Section 8.4, the transferred Cryptocurrencies may be permanently lost. The timing for completing any transfer will depend on third party actions that are outside of Our control and Company makes no guarantee regarding the amount of time it may take to complete any transfer. We may impose limits on the amount of any inbound or outbound transfers, or suspend or terminate the ability to transfer Cryptocurrencies into or out of Your Hosted Wallet in order to comply with applicable laws or regulations, an order from law enforcement or other governmental authority, or otherwise at Our discretion.
9. **EXCHANGE ORDERS AND TRADES**
	1. **Orders; Fees:** A “trade” is:
		1. an exchange of Cryptocurrencies between You and another user of the Services; or
		2. an agreement to enter into a Cryptocurrency Derivatives with another user of the Services as supported through the Services (“**Order**”). An Order is created when You enter instructions to effect a trade using the Services. When You create an Order to trade Cryptocurrencies, You authorize Us to execute a trade for all or a portion of the number of Cryptocurrencies specified in Your Order in accordance with such Order. When you create an Order to trade through Cryptocurrency Derivative, You authorize Us to block a margin for the required amount of Cryptocurrency to support the Order as specified in the Derivative Contract, and execute a trade for all or a portion of the number of contracts specified in Your Order in accordance with such Order. You agree to pay Us the specific fees (“**Commission Fees**”) for each trade made by You and authorize Us to deduct any such fees from Your Hosted Wallet.
	2. **No Broker or Fiduciary Relationship:** Company, is not Your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to You in connection with any Trades or other decisions or activities effected by You using the Services. No communication or information provided to You by Us is intended as, or shall be considered or construed as, advice.