



TradeSpot

Terms of Service User Agreement

Last Updated
November 3, 2022

1. Introduction

Please, read this Term of Service User Agreement (“Agreement”, “Terms”) intently before using the <https://tradespotfinance.com> website (“Website”) and <https://app.tradespotfinance.com> website (“Services”) served and operated by us.

This Agreement is a contract between the Website User (“you”, “your”, “applicant”) and the Website operator **TRADESPOT FINANCIAL SERVICES LLC** (“we”, “us”, “our”, “TradeSpot”), and applies to all persons, visitors, users and others who access or use the Services operated by us.

By accessing or using the Services you agree to accept and comply with all and any terms of this Agreement. If you disagree with any part of this Agreement, you should forthwith cease to use our Website and Services.

We are a company duly incorporated in **St. Vincent and The Grenadines** under **company number 2897LLC2023**, with a registered address at: **Euro House, Richmond Hill Road, Kingston.**

2. General Provisions

By using our Website and registering for our Services you must read, agree with and accept all of the provisions of this Agreement and any further updated versions afterwards, including our Privacy Policy, AML Policy, and any other terms and rules referred to this Website and Services use.

You may use this Website or Services if you are not a person barred from receiving our Services under the laws of the applicable jurisdiction. By using this Website or Services you warrant and represent that you are at least 18 years old and authorized to enter into agreements by law.

This User Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of Saint Vincent and the Grenadines.

These Agreement provisions may be not applicable exclusively in the case where the applicable and governing law prevails or supersedes. If any provision of this Agreement is or is found to be inapplicable or unenforceable under the law, that will not affect the applicability or enforceability of the other provisions of this Agreement.

2.1 Order of Precedence

These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the you and us regarding the Website or Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with TradeSpot for the Services or for any other TradeSpot product or service or otherwise.

In the event of any conflict between these Terms and any other agreement you may have with TradeSpot, the terms of that other agreement will control only if these Terms are specifically identified and declared to be overridden by such other agreement.

2.1 Amendment

We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion. Amended Terms will become effective immediately on the date they are announced to the Website or Services unless we state otherwise via our notice of such amended terms.

Any amended Terms will apply prospectively to use of both Website or Services after such changes become effective. Your continued use of the Website or Services following the effective date of such changes will constitute your acceptance of such changes. If you do not agree to any amended Terms, you must discontinue using the Website or Services.

2.2 Waiver

Our failure or delay in exercising any right, power or privilege under these Terms will not operate as a waiver thereof.

2.3 Severability

The invalidity or unenforceability of any of these Terms of service will not affect the validity or enforceability of any other of these Terms of service, all of which will remain in full force and effect.

2.4 Force Majeure Events

TradeSpot will not be liable for any loss or damage arising from any event beyond TradeSpot's reasonable control, including, but not limited to: flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction (each, a "Force Majeure Event").

2.5 Assignment

You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from TradeSpot, including by operation of law or in connection with any change of control. TradeSpot may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

3. User Representations

By using our Website or Services, you represent and warrant that:

1. all registration information you submit will be true, accurate, current, and complete;
2. you will maintain the accuracy of such information and promptly update such registration information as necessary;

3. you have the legal capacity and you agree to comply with these Terms of Service User Agreement;
4. you are not a minor in the jurisdiction in which you reside;
5. you will not access the Website or Services through automated or non-human means, whether through a bot, script, or otherwise;
6. you will not use our Services for any illegal or unauthorized purpose;
7. your use of our Website or Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your User Account and refuse any and all current or future use of our Services (or any portion thereof).

4. Prohibited Activities

As a user of the Website or Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained there in;

- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services we provide;
- Use any information obtained from the Services in order to harass, abuse, or harm another person;
- Make improper use of our support services or submit false reports of abuse or misconduct;
- Engage in unauthorized framing of or linking to the Site;
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services;
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- Delete the copyright or other proprietary rights notice from any Content;
- Attempt to impersonate another user or person or use the username of another user;
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms");
- Interfere with, disrupt, or create an undue burden on the Site, Services, or the networks or services connected to the Site or Services;

- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site or Services to you.
- Attempt to bypass any measures of the Site or Services designed to prevent or restrict access to the Site or Services, or any portion of the them;
- Copy or adapt the Services's software, including but not limited to HTML, JavaScript, or other code;
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site or Services;
- Use a buying agent or purchasing agent to engage in trading activities on the Services;
- Make any unauthorized use of the Services, including collecting usernames, email addresses, and/or any other user or trade information by electronic or any other means;
- Use our Services as part of any effort to compete with us;
- Sell or otherwise transfer your profile.

5. User Accounts

To use our Services, you must first register with us by creating a user account ("user account" or "account"). An account will only be issued once you have provided all necessary information required by us for registration and the information has been examined according to the applicable legal requirements placed upon us by the authorities. This examination and requirements include, but are not limited to, Anti-Money Laundering and

Counter-Terrorism regulations as well as, in the case of company accounts, the examination of the details of your business, including the beneficial owners.

All the information that we request you to provide in connection with the registration must be true, accurate and complete. If we believe that the information is not true, accurate or complete, we have the right to refuse your access to Services, and to deny, terminate or suspend your Account.

You are allowed to register only one account for using our Services and only in the case you didn't have a previous account with us that was blocked. If this is the case, your application will be rejected, and any additional accounts may be suspended.

You may not use the Services or create an account on behalf of someone other than yourself. You are not allowed to sell, borrow, share or otherwise make available your account or any detail necessary to access your account to ANYONE other than yourself.

You are responsible for maintaining adequate security and control of your username, password, authentication code or any other code or credential that you use to access the Services.

You must not provide any misleading or fraudulent information, including, but not limited to having a non-personal phone number. Creating fake reputation information for your account, faking your country of origin or providing fraudulent identification documents is prohibited and will lead to termination or suspension of your account.

You have the right to suspend your account and to terminate this Agreement at any time. You are responsible for all the obligations which have arisen up until the termination.

By registering an account with us and using the Services, you represent and warrant that you are in compliance with all applicable federal and state laws and regulations governing Money Service Businesses or Cryptoasset Businesses or Virtual Asset Service Providers or similar applicable regulation of the jurisdiction you are located in.

TradeSpot reserves the right to deny Services membership based solely on our own admission criteria and discretion, even if all the required documentation is provided and is in accordance with the applicable legal requirements.

5.1 Corporate accounts

If you wish to use our Services as a legal entity, you are required to register an account in the name of that entity as the main account for that entity ("corporate account"). When creating a corporate account, you confirm that you are duly authorized and have the legal capacity to execute this Agreement and that this Agreement is legally binding on such entities.

After registration of the main corporate account, one or more company users may be associated with that legal entity so that the corporate account can be operated by separate natural persons on behalf of the entity.

As the sole granter of user access to the corporate account, the entity is fully responsible for all the actions that such users perform or partake in while using our Services.

6. Limitation, Suspension, and Termination of Your User Account

Occasionally situations arise where we may need to limit, suspend, or terminate your account. Account limitation results in a temporary or permanent loss of access to a certain specific part or parts of our Services.

Account suspension results in a temporary loss of access to most parts of our Services. Account termination results in permanent loss of access to all Services.

We have the right to limit, suspend, or terminate your account or access to our Services if:

1. We have a reason to believe that you have acted in violation of this Agreement or applicable laws or regulations or if we have a reason to believe that any content or material submitted or shared by you in or through the Services violates this Agreement or applicable laws or regulations or third party rights;
2. We suspect that you use the Services to engage in, attempt to engage in, or in connection with fraudulent activity, money laundering, terrorist financing or other financial crime;

3. We have not been able to verify your identity or we have reason to believe that you have supplied false, misleading or deceptive information in connection with your registration, identity verification, trades or any other use of our Services, either to us or to another user;
4. We are required to do so under any applicable law, regulation or an order issued by an authority or court;
5. You make available content or behave in a way that libels, defames, invades privacy, stalks, is obscene, pornographic, abusive, harassing, threatening or is offensive;
6. if you use the Services in a manner which may cause the Services to be interrupted or damaged or such a way that the functionality of the Services is in any way impaired or attempt to bypass or break any security mechanism of the Services or if TradeSpot believes in good faith that such action is reasonably necessary to protect the security of its Services or its property or brand or the security, property and rights of its users or those of third parties;
7. Attempt any unauthorized access to user accounts or any part or component of the Service.

As a result of limitation, suspension or termination your access to and the withdrawal of funds that you have in your Services wallet may be delayed or denied depending upon any legal procedures that we are required to follow.

Upon your account termination, and if there are no pending legal actions, you'll be given 30 days to withdraw any funds you might have in your wallet.

If there are crypto currencies transactions made to the wallet addresses associated with your terminated or deleted account after the termination or

the deletion, TradeSpot has no obligation to return the crypto currencies and you agree that the crypto currencies become the property of TradeSpot.

We will give you a notice of any limitation, suspension, or termination of your account but we may, if it is reasonable to do so (for example we consider it advisable for security reasons), limit, suspend or terminate your account without prior notice to you.

You acknowledge that our decision to limit, suspend, or terminate your account, may be based on confidential criteria that are essential to our risk management and security protocols and that we are under no obligation to disclose the details of our risk management and security procedures to you unless otherwise provided by our Privacy Policy.

In the event that we limit, suspend or terminate your account we will lift the suspension as soon as possible once the reasons for the suspension or termination no longer exist.

7. The Services

On our Services website, we arrange provision for the following services:

1. Non-Custodial Cryptocurrency Wallet
2. Custodial Cryptocurrency Wallet
3. Cryptocurrency Based Marketplace
4. CryptoCurrency Escrows

As used throughout, "crypto currencies" means only those particular digital currencies listed as available to custody or perform transactions in your account. Services and supported assets may vary by jurisdiction or account type.

Although crypto currencies are the basis for all the services we provide, we cannot pledge or assume responsibility for any cryptocurrency values and rates. By reason of the uncertainty, unpredictability, and fluctuation nature of cryptocurrencies, the transactions with and holding of cryptocurrency fall within high-risk activity. You undertake to monitor any changes relevant to this activity, including but not limited to your account state and balance.

Under no circumstances should you attempt to use any of our supported wallet services to store, send, request, or receive any assets other than our listed supported crypto currencies. TradeSpot assumes no responsibility in connection with any attempt to use your wallet with digital currencies that we do not support.

7.1 Non-Custodial Cryptocurrency Wallet

TradeSpot provides users that use our Services with the possibility to create a non-custodial cryptocurrency wallet. For this service, TradeSpot acts not as a licensed entity to perform cryptocurrency custody on your behalf, but instead as a third-party provider of blockchain consultancy services that:

- Generates the private key and associated cryptocurrency address for any supported cryptocurrency;
- Delivers the private key directly to you without keeping in reference to it, or storing it;
- Shows you the available balance of your wallet;
- Upon your request and your temporary submission of the private key - which is never stored but used momentarily solely for the purpose of digitally signing a blockchain transaction, build and submit to the associated cryptocurrency blockchain a withdrawal transaction.

All assets held under such a wallet are non-custodial, since TradeSpot does not store or has any control whatsoever over the private key or the transactions that you decide to perform with it.

Since we have no custody over your assets or private keys under this wallet type, you will be solely and absolutely responsible for their safe storage, back-up and use.

By using a non-custodial wallet, you acknowledge the risks of doing so, namely:

- Losing your private key will cause the permanent loss of the asset associated with it;
- Disclosing your private key to a third-party is a very risky behavior that may lead to permanent loss of funds, since the third-party will be in control of the asset.

While using a non-custodial wallet, the following Services limitations apply:

- You cannot engage in any funding of a Marketplace related activity using a non-custodial wallet;
- You cannot fund a custodial escrow using a non-custodial wallet.

7.2 Custodial Cryptocurrency Wallet

Under the Services provided by TradeSpot, your Custodial Crypto Wallet may allow you to store, track, and manage your balances of crypto currencies.

All crypto currencies held in your Custodial Crypto Wallet are custodial assets held by TradeSpot on your behalf, as described in further detail below.

Title to crypto currencies shall at all times remain with you and shall not transfer to TradeSpot. As the owner of the crypto currencies in your wallet, you shall bear all risk of loss of such crypto currencies. TradeSpot shall have no liability for crypto currencies fluctuations. None of the crypto currencies in your wallet are the property of, or shall or may be loaned to TradeSpot.

TradeSpot does not represent or treat assets in user cryptocurrency wallets as belonging to TradeSpot. Except as required by a facially valid court order from a Saint Vincent and the Grenadines court, or except as provided herein, TradeSpot will not sell, transfer, loan, or otherwise alienate cryptocurrency in your wallet unless instructed by you.

At any time, subject to outages, downtime, and other applicable policies, you may withdraw your crypto currencies by sending it to a different blockchain address. As long as you continue to maintain custody of your crypto currencies with TradeSpot, we shall retain control over electronic private keys

associated with blockchain addresses operated by us, including the blockchain addresses that hold your crypto currencies.

In order to more securely custody assets, TradeSpot may use shared blockchain addresses, controlled by us, to hold crypto currencies held on behalf of customers and/or hold on our behalf.

We may securely store cryptocurrency private keys, which are used to process transactions, in a combination of online and offline storage. As a result of our security protocols, it may be necessary for us to retrieve private keys or related information from offline storage in order to facilitate cryptocurrency transactions in accordance with your instructions, and you acknowledge that this may delay the initiation or crediting of such cryptocurrency transactions.

Additional rules associated with additional product(s) and service(s) may apply.

7.3 Cryptocurrency Based Marketplace

TradeSpot provides under its Services, a marketplace that allows users to offer, sell, and buy goods and services in various geographic locations using a variety of cryptocurrencies and pricing formats. TradeSpot is not a party to contracts for sale between third-party sellers and buyers, nor is TradeSpot a traditional auctioneer.

We may help facilitate the resolution of disputes between buyers and sellers through acting as an escrow agent for a trade. Unless otherwise expressly provided, TradeSpot has no control over and does not guarantee:

- the existence, quality, safety, or legality of items advertised;
- the truth or accuracy of users content or listings;
- the ability of sellers to sell items;
- or that a buyer or seller will actually complete a transaction or return an item.

The ability of buyers to pay for items is assured by always connecting a cryptocurrency escrow in one of the listing accepted cryptocurrencies to a bid made by a prospective buyer.

While creating a new business listing, the seller has the ability to provide a description of the good, service, or business arrangement, images or documentation relevant to the listing, and setting up the deal amount in FIAT currency (USD or EUR), while also setting up the accepted cryptocurrencies for payment and the listing availability.

When a new business listing is created, it will first need to be checked by and approved by TradeSpot, in order to assure it meets our quality standards, and compliance and safety criteria. We reserve the right to deny a business if we have any concerns regarding it, or solely at our own discretion.

If we have any issues or concerns with the listing, we'll get in touch with you in order to try to address such issues.

Upon approval by us, the business listing will be published and made available as per the criteria you've specified while creating it.

7.3.1 Seller Obligations

As a seller on our Marketplace, you agree to:

1. Always act in good faith;
2. Assume full responsibility for the item offered and the accuracy and content of the listing;
3. Provide only list content (language, images, documents) that:
 - a. is original and not third-party content or that violates third-party intellectual property (unless you have explicit written permission from the respective rights owners to use the content, that you can show proof of);
 - b. is not copied from websites or internet searches;
 - c. does not promote or glorify hatred, violence or discrimination;
 - d. Is not misleading about the quality, state, terms or scope of the business transaction.
4. Be responsive towards any inquiries we might send you on behalf of your business third-parties.

7.3.2 Buyer Obligations

As a seller on our Marketplace, you agree to:

1. Always act in good faith;
2. Be responsible for reading the full item listing before making a bid or offer, buying, or committing to buy;
3. Enter into a legally binding contract to purchase an item when you buy the item, commit to buy the item, your offer for the item is accepted, you have the winning bid for the item, or your bid for the item is otherwise accepted;
4. Be responsive towards any inquiries we might send you on behalf of your business third-parties.

7.3.3 Listing Content IP

When you provide content using our Marketplace Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all Intellectual Property Rights you have in that content in connection with our provision, expansion, and promotion of our Services, in any media known now or developed in the future. To the fullest extent permitted under applicable law, you waive your right to enforce your Intellectual Property Rights in that content against TradeSpot, our assignees, our sublicensees, and their assignees in connection with our, those assignees, and those sublicensees use of that content in connection with our provision, expansion, and promotion of our Services.

The aforementioned dispositions apply only for Services Marketplace listings marked as 'Public' by you. For 'Private' listings, restrictions on your content usage by us apply, and the content you provide in such

cases WILL NEVER be shared outside the scope of your intended audience (i.e., the users you invite to that listing).

You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under this Terms of Service User Agreement. You represent and warrant that such content is accurate. You represent and warrant that use of any such content (including derivative works) by us, our users, or others in contract with us, and in compliance with this Terms of Service User Agreement, does not and will not infringe any Intellectual Property Rights of any third party.

TradeSpot takes no responsibility and assumes no liability for any content provided by you or any third party.

7.3.4 Offering to Buy or Sell outside of Services Marketplace

Offering to buy or sell outside of Services Marketplace is not allowed. Buyers and sellers also can't share contact information, including email addresses and phone numbers, prior to completing a transaction on Services Marketplace.

Contacting another Services Marketplace member to discuss moving a purchase off Services Marketplace exposes both the buyer and seller to the risk of fraud.

7.3.5 Restricted Goods and Services

The following list of goods and services are strictly prohibited from our Services:

1. Anything related with money laundering, drug trafficking, terrorist activities, criminal activities, or any other illegal activities;
2. Any listings that include material or items depicting or describing child pornography, whether real or fictionalized;
3. Any listings that include material or items depicting or describing bestiality, torture, snuff films, necrophilia, rape, scat, incest, or other illegal or obscene content, whether real or fictionalized;
4. Infringement of any IP rights;
5. Anything generally deemed harmful, unlawful, illegal, abusive, or in breach of this Agreement and any applicable law or regulation.

Non compliance with these restrictions will lead to immediate termination of your User Account.

7.4 Cryptocurrency Escrows

TradeSpot provides under its Services, a cryptocurrency escrow service that connects buyers and sellers and helps them secure safe and trusted deal arrangements by ensuring the agreement terms set by both parties are fully met.

Escrow services are automatically set for goods and services listed in our Services Marketplace, but they can also be set for isolated business arrangements (i.e., not linked to a Services Marketplace listing) between a buyer and seller.

Our Services Escrow functionality allow you to select two types of escrow agents:

- A TradeSpot partner third-party independent lawyers office
- A third-party legal entity that has the legal ability to act as an escrow agent that has been commonly agreed by both buyer and seller. This entity should have a valid account under our Services.

The following terms, [7.4.3](#), [7.4.4](#), and [7.4.5](#), apply only when TradeSpot is selected as the escrow agent. When a third-party escrow agent is selected, the governing terms and conditions should be set and agreed upon by all parties participating in the escrow.

7.4.1 Disputation

When a buyer and a seller are in disagreement over an escrow, either party or the assigned escrow agent can start a dispute ("disputed trade" or "dispute") to initiate a mediation process on the funds held in escrow.

Disputes can only be started on escrows that have already been funded by the buyer and that have not yet been released by the seller. Escrows that are not marked as paid by the buyer, have been released by the seller, or already disputed and resolved are considered completed and cannot be disputed,

reversed, or altered. The assigned escrow agent has the right to re-open escrows when the payment has been made but the escrow has been canceled.

Disputes are always reviewed and resolved by the assigned escrow agent.

While acting as the assigned escrow agent, TradeSpot does not become a guarantor of any party's performance of a trade. Therefore, although TradeSpot helps in resolving disputes, you assume the risk that any party with whom you trade ("counterparty") fails to perform in accordance with your agreement with the counterparty. By using Escrow Services, you release TradeSpot from any liability arising out of or related to a counterparty's failure to perform as agreed.

7.4.2 Unresponsiveness

It is important that you remain active and available at least until the escrow is completed, canceled, or resolved.

In case of dispute, and if TradeSpot is acting as the escrow agent, you must be able to provide a response to a request by our support in a disputed escrow within forty-eight (48) hours or you may be deemed as unresponsive and the dispute may be resolved against you for this reason alone.

7.4.3 Dispute Review

During a dispute review TradeSpot support may give you instructions that you are required to follow. The instructions given to you may require you to

provide proof of payment, proof that you have or have not received payment (e.g. bank transaction history), additional ID verification, photo; audio; or video evidence, or any other documents deemed relevant by TradeSpot. Failure to follow the instructions may lead to the dispute being resolved against you.

7.4.4 Dispute Resolution

A disputed trade is most commonly resolved by TradeSpot's support moving the escrowed funds to the buyer or the seller of the disputed trade once the dispute resolution criteria are met.

In rare situations where neither party fulfills the criteria, or it is in other ways unclear or not possible to determine which party has fulfilled the dispute resolution criteria, TradeSpot may decide to resolve the dispute by splitting the escrowed funds between the buyer and the seller evenly or unevenly.

TradeSpot can resolve a disputed trade in the favor of the buyer when one of the following criteria are met:

- The buyer has made the payment according to the instructions provided by the seller, advertisement terms of trade, or advertisement payment details and the buyer has provided sufficient proof that the payment was made according to these instructions;
- The seller has become unresponsive.

TradeSpot can resolve a disputed trade in the favor of the seller when one of the following criteria are met:

- The buyer has not provided payment or not provided payment in full;

- The buyer has not provided the payment according to the instructions provided to them by the seller, advertisement terms of trade or advertisement payment details;
- The buyer is not responding.

The final decision regarding a dispute resolution however, can be influenced by multiple criteria or support evidence that we deem important to the fairness of the final result.

If the buyer or the seller of a disputed escrow provides fraudulent information or fraudulent documents or makes false claims or otherwise tries to force a certain outcome of a disputed trade, the dispute may be immediately resolved against the user.

7.4.5 Limitation of Liability

You acknowledge that the dispute resolution is a service that we provide and which will be conducted in accordance with the terms of this Agreement. You agree and accept that we assume no responsibility for the outcome thereof and in any event our liability for dispute resolution is limited to the amount of the fee payable to us.

In the event of an incorrect dispute resolution which is corrected in accordance with the terms of this Agreement, we assume no liability for any damage, loss, cost or inconvenience.

8. Intellectual Property (IP) Rights

You acknowledge and agree that all copyrights, trademarks and all other intellectual property rights in and related to the Website and our Services are exclusively the property of TradeSpot and our licensors.

We grant you a revocable, non-exclusive, non-sublicensable, non-transferable and limited license, subject to the terms of this Terms of Service User Agreement, to access and use our Website and Services, as well as related content, materials and information (collectively as "Content") solely for approved purposes as permitted by us from time to time.

Any other use of the Content is expressly prohibited and you agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part.

9. Taxation

You shall timely file or cause to be filed all tax returns and reports required to have been filed and have paid or caused to be paid all taxes required to have been paid. We do not undertake any taxation agency or reporting obligations related to your filing or paying taxes.

10. Breach of Agreement

If you breach this Agreement regarding any of its provisions, we will take measures to the fullest possible extent permitted by law regulations with regard to any admitted violation or infringement. Pursuant to this, without limitation, we will block your access to our Services immediately, with subsequent prosecution procedures.

11. Limitation of Liability

We will not be held liable to you in respect of any losses in connection with our Website and Services, arising out of events beyond our reasonable control.

Nothing under this Agreement will limit or exclude your liability for fraud or fraudulent misrepresentation, or any of your liabilities in any way that is not permitted under the law.

To the maximum extent permitted by law, we or our relevant third parties accept no liability to you in connection with the Website and Services for any of the following, including but not limited to:

- Any business or commercial losses, such as loss of profits, income, revenue, anticipated savings, contracts, or commercial opportunities;
- Your action or inaction on our Services, any deals or escrows made through our Services;

- Loss or corruption of any data, database or software;
- Any special, direct or indirect, incidental, punitive or consequential loss or damage;
- Any errors in the content of our Services, any delay, disruption, failure, non-availability, or suspension of work of our Services;
- Any other losses or damage that may be incurred through using our Services.

12. Termination of Business

Although we are not contemplating doing it, we have the right to cease the Services altogether and terminate this Agreement in case our business is terminated for whatever reason or if the business is transferred, sold to or merged with a third party. Before the cessation of Services we will give a notice to our users and inform them of the procedure to complete outstanding trades and unresolved disputes as well as to withdraw any funds users may have in their wallet.

The users are guaranteed with at least 3 (three) months time to withdraw their funds, after which additional steps are taken to ensure lawful closure of the business, as agreed from time to time with the supervising authority.

13. Disclaimers

You use our Services at your own risk and subject, but not limited, to the disclaimers stated in this Agreement.

Any Services, data, tools on this Website are provided “as is” and on an “as available” basis. We have no obligation to update information on the Website. To the maximum extent permitted by the law, we provide no expressed or implied warranties of accuracy, compatibility, reliability, wholeness, integrity, and the usefulness of our Website or Services.

Holding and engaging in cryptocurrency trading is a risky engagement and you confirm that you are aware of and acknowledge this and act at your own discretion considering and estimating, without limitation, your personal skills, market conditions, and your financial state. Neither we nor our relative third parties shall be held liable in that regard for any of your activities outcomes resulting from your use of the Services.

While we use reasonable endeavors to ensure that the Website is secure and free of errors, viruses and other malware, we do not warrant or guarantee in that regard. Users take responsibility for their own security, that of their personal details and their computers, and any other potential or obvious risks. You commit yourself to notify us immediately of any unauthorized access to your account or any other breach of security.