

IMPORTANT: By registering, funding a Wallet or accessing or using any of the Trading Services (each as defined below), you acknowledge that you have read, understand, and completely agree to these Terms of Service, as updated and amended from time to time. If you do not agree to be bound by these Terms of Service or with any subsequent amendments, changes or updates, you may not access or use any of the Services, and if you do access or use any of the Services, you will be bound by these Terms of Service, as updated and amended from time to time; your only recourse in the case of your unwillingness to be bound by these Terms of Service is to stop using all of the Services. These Terms of Service were last updated October 3, 2019.

Only eligible persons are permitted to access or use the Services. Any Person that is not eligible that utilizes the Services or that accesses the Site will be in breach of these Terms of Service and may have any Fiat, Digital Tokens, funds, proceeds or other property, confiscated (all as defined below).

XBTFX LLC is a limited liability company registered under Limited Liability Companies Act, Chapter 151, of Saint Vincent and the Grenadines, with registration number 155 LLC 2019 (hereinafter “XBTFX”, “the Company” or “We” or “Our”). The Company will offer its services via the domain name XBTFX.io (hereinafter the “Website”). The Company may also register and operate other websites mainly for promotional and marketing purposes in languages other than English. The Client accepts and understands that the official language of the Company is the English language.

These Terms of Service apply to users of XBTFX.io (all web pages at such address are sometimes referred to as the “Site”). You should read these Terms of Service carefully to determine which provisions apply to you. These Terms of Service apply to you in respect of the services identified, including the use of the Exchange web pages of the Site and the trading of CFD products. By funding a Digital Tokens Wallet or accessing or using any of the services, functions, or features offered from time to time on the Site (collectively or individually, the “Services”), the user (referred to herein as “you” or “your” or “Client”) agrees to these Terms of Service.

These Terms of Service, together with the incorporated materials, constitute the entire agreement and understanding with respect to the access or use of any or all of the Services, and any manner of accessing them via the Site, between you and XBTFX LLC.

The Services are complex and carry a high level of risk and are not appropriate for users who do not possess the appropriate level of knowledge and experience to deal in them. XBTFX is under no obligation to assess the suitability of the Services for users and any comment or statement which may be made by XBTFX or any of its Associates as to the suitability of the Services to you should under no circumstances be considered as investment or legal advice and should not be received or relied upon as such.

These Terms of Service may be amended, changed, or updated by XBTFX at any time and without prior notice or notification to you. You should check back often on the Site to confirm that your copy and understanding of these Terms of Service is current and correct. Your non-termination or continued access or use of any Services after the effective date of any amendments, changes, or updates constitutes your acceptance of these Terms of Service, as modified by such amendments, changes, or updates.

The access or use of the Site and any of the Services is void where such access or use is prohibited by, would constitute a violation of, or would be subject to penalties under applicable Laws, and shall not be the basis for the assertion or recognition of any interest, right, remedy, power, or privilege.

1. Interpretation:

Definitions: In these Terms of Service and all documents incorporated herein by reference, the following words have the following meanings unless otherwise indicated:

“**Affiliate**” means, in relation to either Party, a direct or indirect subsidiary of the Party, a holding company of the Party, and any other subsidiary of that holding company;

“**Agreement**” Means this document;

“**AML**” means anti-money laundering, including, but not limited to, all Laws applicable to the Parties prohibiting money laundering or any acts or attempted acts to conceal or disguise the identity or origin of; change the form of; or move, transfer, or transport, illicit proceeds, property, funds, Fiat, or Digital Tokens, including, but not limited to, the promotion of any unlawful activity such as fraud, tax evasion, embezzlement, insider trading, financial crime, bribery, cyber theft or hack, narcotics trafficking, weapons proliferation, terrorism, or Economic Sanctions violations, which may also require internal controls to detect, prevent, report, and maintain records of suspected money laundering or terrorist financing;

“**Anti-Corruption**” means all Laws applicable to each Party prohibiting corruption or bribery of Government Officials, kickbacks, inducements, and other related forms of commercial corruption or bribery;

“**Associates**” means XBTFX and each and every one of its partners, directors, officers, Affiliates, employees, contractors, agents, partners, insurers, and attorneys who or that are acting or performing or has acted or performed services for the benefit of or on behalf of the Site;

“**XBTFX**” means:

where you are not a U.S. Person, and you do not make a deposit, withdrawal, or transfer of Fiat or Digital Tokens to, from, or through any U.S. Financial Institution to facilitate the provision of the Services, XBTFX LLC;

“**CTF**” means counter-terrorist financing;

“**Digital Tokens**” means a digital representation of value that functions as (i) a medium of exchange; (ii) a unit of account; (iii) a store of value, and/or (iv) other similar digital representations of rights or assets, which is neither issued nor guaranteed by any country or jurisdiction and does not have legal tender status in any country or jurisdiction, typically including blockchain-based assets or rights including sovereign cryptocurrency or virtual currency such as bitcoins, Litecoins, and ethers;

“**Digital Tokens Address**” means an alphanumeric identifier that represents a potential destination for a Digital Tokens transfer, which typically is associated with a user’s Digital Tokens Wallet;

“**Digital Tokens Wallet**” means a software application (or other mechanism) that provides a means for holding, storing, and transferring Digital Tokens, including a user’s Digital Tokens Address, Digital Tokens balance, and cryptographic keys;

“**Economic Sanctions**” means financial sanctions, trade embargoes, export or import controls, anti-boycott, and restrictive trade measures enacted, administered, enforced, or penalized by any Laws applicable to you or the Site;

“**Electronic Systems**” Means any electronic trading facility offered by the Company (e.g. MetaTrader platforms, web-based platforms, mobile platforms, etc.), including the Client Portal on or through which a Client may send information including prices, orders, bids, offers and executions for the purposes of trading with or through the Company including any hardware, software and/or communications link;

“**Eligible Contract Participant**” has the meaning set out in Section 1a(18) of the United States Commodity Exchange Act and Rule 1.3 of the United States Commodity Futures Trading Commission, each as amended;

2. Scope and Application

- a. This Agreement applies to services provided with respect to all client account types including a Standard or ECN Client account.
- b. This Agreement (and any amendments to These terms) supersedes any previous Agreement between the Company and the Client on the same subject matter and takes effect between the Company and the Client.
- c. This Agreement sets out the basis on which the Company agrees to provide its Services.
- d. This Agreement is provided to assist the Client in making an informed decision about the Company, its services and the risks of the Financial Instruments.
- e. This Agreement should be read in its entirety in deciding whether:
 - i. to buy, sell exchange or to continue to hold any Financial Instrument; and/or
 - ii. to be provided with the Services.

3. Provision of Services

- a. **The Company will provide to the Client the following Services:**
 - i. Execution of orders on behalf of Clients in relation to the Financial Instruments below:
 - ii. Contracts for Differences on spot FOREX, Cryptocurrencies, spot precious metals, futures, shares or any other commodities available for trading
 - iii. futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivative instruments, financial indices or financial measures which may be settled physically or in cash.
 - iv. Exchange of Digital Tokens

- b. The Services shall involve Transactions in Financial Instruments not admitted to trading on Regulated Markets. By accepting this Agreement the Client acknowledges and agrees that he has given express prior consent to the execution of orders by the Company outside a Regulated Market.

4. Acknowledgment of Risks

- a. When the client trades CFDs with the Company, the client will be entering into an offexchange (OTC) derivative transaction, by placing his orders through the Company's 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 client needs to open and close a position with the Company that is not transferable to any other person. In this case, the client may be exposed to the risk of the Company default.
- b. Contracts for difference, options, futures, swaps, forward rate agreements and many other derivatives (including most put options) are leveraged products and involve a high level of risk. It is possible for the Client to lose all his capital invested. Therefore, these products may not be appropriate or suitable for everyone and the Client should ensure that he understands the risks involved. If the Client considers that he is not properly able to understand the investment risks involved he should seek independent advice.
- c. The Client unreservedly acknowledges and accepts that, regardless of any information, which may be offered by the Company, the value of any investment in Financial Instruments may increase or decrease and there is a substantial risk that the investment may become of no value. In the case of Financial Instruments which are contracts for differences or other contractually based derivatives the entire amount of margin deposit may be lost.
- d. The Client acknowledges that 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 Client has made inquiries and conducted research sufficient to make an informed investment decision.
- e. Client unreservedly acknowledges and accepts that he runs a great risk of incurring losses as a result of purchasing and/or selling any Financial Instrument and the Client accepts and declares that he is willing to undertake this risk.
- f. The Client acknowledges and accepts that the Company does not provide any investment advice. The Company is not acting as an advisor to, or serving as a fiduciary of, the Client, and the Company specifically disclaims any such duties
- g. The Client confirms that the funds deposited to the digital wallet or account held with the Company are derived from legitimate sources. The Client further acknowledges and confirms that he/she has the financial resources and relevant knowledge to make an informed decision regarding the funding and trading of the account, and that the Client is trading on his/her own behalf and on his/her own accord.
- h. The Company's services include products that are traded on margin and carry a risk of losing all client's initial deposit. Before deciding on trading on margin products a Client 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 Client should ensure that he/she understands the risks involved. The Client should be aware of all the risks associated in regards to products that are traded on margin and seek independent financial advice, if necessary.

5. Electronic Systems and Trading

- a. The Company shall provide the Client with Access Codes for entering into Transactions or dealings with or through the Company. Such Access Codes can be used to access the Electronic Systems. Any such dealings shall be carried out on the basis set out in this paragraph and on the basis of any additional agreement which the Company may enter into with the Client to regulate such activity.
- b. The Client acknowledges and accepts that the Company has the right to restrict any access to its Electronic Systems where it deems appropriate, for the smooth operation of its Electronic Systems as well as to protect other client's interest and its own. The Client will only be entitled to access the Electronic Systems and enter into dealings for its own use on a non-exclusive, non-transferable basis.
- c. 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 Client will have no right or interest in those intellectual property rights other than the right to access the Electronic Systems. The Client shall not copy, license, sell, transfer, make available the Electronic Systems or information on the Electronic Systems to any other person. The Client shall not remove or alter any copyright notice or other proprietary or restrictive notice contained in the Electronic Systems.
- d. The Client shall take all necessary precautions to ensure the confidentiality of all information, including, but not limited to, the Access Codes to the Electronic Systems, Transaction activities, account balances, as well as all other information and all orders. The Client shall be solely responsible for all orders and the accuracy of all information sent via the internet using its Access Codes. The Client acknowledges that the Company bears no responsibility in the case that the Access Codes are

used in an unauthorized manner. The Client undertakes to notify the Company immediately if it comes to his attention that the Client's Electronic System Access Codes are being used unauthorized.

6. To the extent permitted by Applicable law, the Company shall not be liable for:
 - a. any loss, expense, cost or liability (including consequential loss) suffered or incurred by the Client as a result of instructions being given, or any other communication being made via the internet or other electronic media; the Client shall be solely responsible for all orders, and for the accuracy of all information, sent via such electronic media; and
 - b. any loss or damage that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access to, or use of, the Electronic Systems.
7. If the Client should uses a third party software application to provide trading signals or advice or other trading assistance (an "Expert Advisor") or uses MetaTrader Hosting, a hosting environment allowing for real-time access to the Client's account, the Company and its third party suppliers or licensors make no warranties or representations of any kind, whether expressed or implied for the service it is providing. The Company and its third party suppliers or licensors also disclaim any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by the Client, including loss of funds, data, non-deliveries or service interruptions by any cause or errors or omissions by the Client. The Client's use of any information obtained by way of an Expert Advisor used in conjunction with MetaTrader Hosting or otherwise is at the Client's own risk, and the Company and its third party suppliers specifically disclaim any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. The Company and its third party suppliers or licensors do not represent or guarantee the speed or availability of end-to-end connections. The Company and its third party suppliers or licensors shall not be subject to any damages or liability for any errors, omissions or delays therein including unavailability. The licensed products and all components thereof are provided on an "as is" basis and are separate and distinct from the services provided under this Agreement. Where the Company believes that a Client is using additional functionalities /plug-ins where it affects the reliability and/or smooth and/or orderly operation of the Electronic Systems, the Company has the right to suspend or terminate the Client's Account.
8. The Company makes every effort to deliver high quality products. However, we do not guarantee that our products are free from defects. Our software is provided "as is" and the Client uses the web platform at his own risk. The Company makes no warranties as to performance, fitness for a particular purpose, or any other warranties whether expressed or implied. No oral or written communication from or information provided by the Company shall create a warranty. Under no circumstances shall the Company be liable for direct, indirect, special, incidental, or consequential damages resulting from the use, misuse, or inability to use this software, even if the Company has been advised of the possibility of such damages.
- 9. Client Instructions and Orders**
 - a. The Client understands and acknowledges that the Company will enter into transactions with the client as principal (counterparty) not as an agent and where the client holds an STP-ECN account the Company will nonetheless act on behalf of the Client in the capacity of agent for all STP-ECN Client Account Transactions. The Company will be the contractual counterparty to the Client.
 - b. The Client can open and close a position via the Electronic Systems 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 Financial Instrument.
 - c. The Client 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
 - d. The Company reserves the right at its own discretion, without the Client's consent, due to risk management policies to transfer the Client's execution to STP/ECN execution when the Client's trading strategy, exposes the Company to greater risk than the Company can tolerate
 - e. The Client acknowledges that the Company may reject orders and/or instructions by the Client when they are not clear when the Client seeks to open a position, close a position or modify or withdraw an order.
 - f. If any Financial Instrument Reference Asset which is a security becomes subject to possible adjustments as a result of any of the events set out in paragraph 9.g (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) 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.
 - g. The events to which paragraph 9.f 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.
- h. If any Financial Instrument Reference Asset which is a security becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the right to restrict short selling, cancel trades, or even withdraw the specific Financial Instrument from the Trading Platform.
- i. 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 Client. The Company shall inform the Client of any adjustment or amendment via its internal mail as soon as is reasonably practicable.
- j. In the case where the Client has any open positions on the ex-dividend day for any of the Financial 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 Client via the internal mail of the said adjustment and no Client consent will be required. In the case where the Company's Risk Management deems the Client 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 clients' account where dividend adjustment = Index Dividend declared x position size in Lots.
- k. The Client 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 Client terminal and the Company's server, the prices requested by the Client and the current market price may change in the period between the Client placing his order with the Company the time the order is executed. The Client 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.
- l. Considering the levels of volatility affecting both price and volume, the Company is constantly seeking to provide client orders with the best execution reasonably possible under the prevailing market conditions. Client'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 Client's losses at the intended amount.
- m. The Company shall not be liable for any delays, inaccuracies or other errors in the transmission of any order, instruction or information from the Client 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 Client's terminal and the Company's server).
- n. "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 Client but the

fact that the Client 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 Client 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

- o. 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.
- p. The Company will not be liable to the Client for any loss (including any loss of profits, income or opportunity) the Client 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 willful default or fraud, as determined by a competent court in a final, non-appealable judgment.
- q. Considering the volume of the Client's order and the current market conditions, the Company shall have the right to execute part of an order only.
- r. The Company has the right at its discretion to increase or decrease Spreads of Financial Instruments depending on the current market conditions and the size of the Client's order.
- s. 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 Financial Instrument at any given time and the Client acknowledges that he will be informed by the Main Website. The Client further acknowledges that he is responsible for reviewing the contracts specifications located on the Main Website for being updated on the level of Swap rate prior to placing any order with the Company.
- t. Internet, connectivity delays, and price feed errors sometimes create a situation where there is price latency on the Electronic Systems such that there is a disparity between the Company quoted prices and current market prices for short periods. Client 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-ins (i.e. Expert Adviser, etc.) or by any other means. If the Client 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 Client'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 \$200 or deposit currency equivalent.

10. Expiry Transactions

- a. For certain Financial Instrument Transactions an expiry date may apply (an "Expiry Transaction"). The details of these dates are available in the Contracts Specification on the Main Website. The Client 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 Financial 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 Financial Instrument.
- b. 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.

11. Margin Leverage Levels

- a. As a condition of entering into a Transaction, the Company requires the deposit of Margin to secure the Client'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 this Agreement the Client has read, understood and accepted the "Leverage Levels" as these are uploaded in the Main Website. The Leverage Level of a Client'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 Client Account and the size of credit exposure held on Financial Instrument(s) held in the Client Account(s).
- b. 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 Client can request to change his account leverage at any time by contacting the Company. The Client acknowledges that the Company has the discretion to change the Client's trading account leverage at any given time, without the Client's consent, either on a permanent basis or for a limited period of time. Such an event will be disclosed to the Client by the Company via its internal mail or by email.

- c. The Client 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 Client from time to time (other than assets deposited for safe custody only) as collateral against the Client's Margin requirements. Only funds received which relate to the transfer, will be credited as paid.
- d. For Standard and ECN accounts, in the event there is insufficient Margin in the Clients 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 Client'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 Client'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 80% of 14 the Margin or Leverage Level requirement, then Client's positions shall be automatically closed, starting from the most unprofitable, at the then market price.
- e. The Client acknowledges that he is responsible for monitoring the Margin on his Account and for reviewing the difference between the standard and premium accounts located on the Main Website prior to opening an account and/or placing any order with the Company.

12. Market Abuse etc.

The Client shall not use the Electronic Systems 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 Electronic Systems in contravention of any Applicable Regulations. For the purposes of this Agreement "Market Abuse" means behavior in relation to investments which involves insider dealing, market manipulation or market distortion in breach of Applicable Regulations. The Client undertakes to familiarize himself and comply with any Applicable Regulations concerning the short sale of securities if the Client seeks to execute a short sale contract for difference Transaction with a security as a Reference Asset and the Client will ensure that his use of the Electronic Systems will not result in a breach by the Company of any Applicable Regulations concerning the short sale of securities or any terms of this Agreement concerning short sale orders or transactions.

13. Refusal to execute orders

- a. The Company has the right to refuse to transmit and/or execute an order without any given notice and/or explanation to the Client. Among the cases that the Company is entitled to do so are the following (this list is non-exhaustive):
 - i. If the Client does not have the required Margin in the Client Account;
 - ii. If the execution of the order would have an adverse effect upon the smooth operation or the reliability of the Trading Platform;
 - 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 It is understood that any refusal by the Company to transmit and/or execute an order shall not affect any obligation, which the Client may have towards the Company, or any right, which the Company may have against the Client or his assets. applicable regulations
- b. It is understood that any refusal by the Company to transmit and/or execute an order shall not affect any obligation, which the Client may have towards the Company, or any right, which the Company may have against the Client or his assets.

14. Settlement of Transactions

- a. 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 Financial Instrument or market concerned.
- b. The Company provides the Client with online access to confirmations and account statements.

15. Order Execution Policy

- a. The Company takes all reasonable steps to obtain the best possible results for its Clients, either when executing client orders or receiving and transmitting orders for execution in relation to Financial Instruments.
- b. 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
- c. The Company reserves the right to modify the spread and the client 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).

- d. The client who opens an Standard or ECN account acknowledges that in case the Company transmits the client's order to the Liquidity Provider(s) for execution, the order may be executed against the Liquidity Provider(s) or executed within the ECN of the Liquidity Provider(s)

16. Client Account

- a. The Client must open a Client Account with the Company before any Transaction may be concluded. This Agreement shall be considered effective upon registering, funding a Wallet or accessing or using any of the Trading Services.
- b. The Client shall not use the Client Account for payment to third parties.
- c. If the Client has opened more than one Client Account, the Company shall have the right to treat these Client Accounts as a single Client 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 Client Account for the purposes of discharging Margin requirements or liabilities in one or more of the Client's other Client Accounts even if such transfer may result in the closure of open positions in any Client Account from which Margin or other funds are transferred.

17. Client Funds

- a. Any money received by the Company in respect of a Client's Account with the Company shall be treated as Client Money.
- b. By entering into this Agreement the Client agrees that the Company will not pay the Client interest on Client Money or any other unencumbered funds.
- c. The Company may pass on Client Money or allow another person, such as an exchange, a clearing house or an intermediate broker, to hold or control Client Money where the Company transfers the Client Money (a) for the purposes of a Transaction for the Client through or with that person; or (b) to meet the Client's obligations to provide collateral for a Transaction (e.g. a margin requirement for a derivative transaction).

18. The Company Fees

- a. For any Services provided to the Client, the Company is entitled to receive fees from the Client as well as compensation for the expenses it will incur for the obligations it will undertake during the execution of the said services. From time to time, the Company reserves the right to modify the size, the amounts and the percentage rates of its charges and the Client will be informed accordingly. The Client agrees that the Company is entitled to change fees unilaterally without any consultation or prior consent from the Client.
- b. The Company may charge a mark-up or mark-down (the difference between the price at which we take a principal position and the Transaction execution price with the Client). The Company may alternatively agree to charge a commission or a combination of commission and mark-up or mark-down. Where the Client's Account was introduced by an Introducing Broker or Affiliate a portion of charges paid by the Client may be given to the Introducing Broker or Affiliate.
- c. The Company may deduct its charges from any funds which it holds on the Client's behalf. For this purpose, the Company will be entitled to combine or make transfers between any of the Client's Accounts. The Company has the right to close any open positions of the Client in order to settle any obligations owned by the Client to the Company.
- d. The Company is not responsible for paying Client'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 Financial Instruments.
- e. By accepting this Agreement the Client has read, understood and accepted the "Contract Specifications" as these are uploaded on the Main Website, and available in the Metatrader terminal in which all related commission, costs and financing fees are explained. The Company reserves the right to amend at its discretion all such commission, costs and financing fees and the new information will be available on the Main Website. It is the Client's responsibility to visit the Main 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.

19. Introduction of Clients from an Introducing Broker or Affiliate

- a. The Client may have been recommended by an Introducing Broker. Based on a digital agreement with the Company, the Company will pay a fee or commission to the Introducing Broker. This fee/commission is related to the frequency/volume of transactions performed by and the number of referred Client to the Company.
- b. The Client acknowledges and agrees that the Company shall not be responsible or liable for any agreement or arrangement that may exist between the Client and the Introducing Broker or for any additional costs in relation thereto that may arise as a result of this Agreement.
- c. The Client acknowledges and agrees that the Introducing Broker acts independently and is not a representative or agent of the Company and does not otherwise act on behalf of the Company. The Introducing Broker is not authorized to provide any guarantees or any promises with respect to the Company or its Services and any advice or personal recommendations given by an Introducing Broker to the Client regarding his Client Account or Transactions is not given on behalf of the Company and nor does the Company accept or assume any responsibility whatsoever for any such advice or recommendations.

- d. In its written agreement with Introducing Brokers, the Company prohibits Introducing Brokers from providing investment advice to Clients.

20. Force Majeure

- a. The Company shall not be liable to the Client for a failure to perform any obligation or discharge any duty owed under this Agreement if the failure results from any cause beyond its control, including, without limitation:
 - i. acts of God, war, fire, flood, earthquake or other natural disaster;
 - ii. terrorist attack, civil war, threat of or preparation for war, imposition of sanctions, explosions;
 - iii. Postal or other strikes or similar industrial actions or disputes;
 - iv. any law or any action taken by a government or public authority;
 - v. any breakdown, or interruption of power supply or failure of utility service or of transmission or communication or computer facilities;
 - vi. hacker attacks or other illegal actions against the Company's electronic Trading Platform or of the equipment of the Company;
 - vii. 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
 - viii. the failure of any relevant exchange, clearing house and/or broker for any reason to perform its obligations;
- b. In case such an event occurs and the Company reasonably believes that Force Majeure exists, the Company may, without any prior notice to the Client, at any time and without limitations, take any of the following actions:
 - i. increase margin requirements;
 - ii. determine at its discretion the quotes and spreads that are executable through the Trading Platform;
 - iii. decrease leverage;
 - iv. close out any or all Client's Open Positions at such prices as the Company considers in good faith to be appropriate;
 - v. suspend or freeze or modify any or all terms of this Agreement to the extent that the Force Majeure makes it impossible or impracticable for the Company to comply with them;
 - vi. suspend the provision of any or all services of this Agreement;
 - vii. take or omit to take any other actions as the Company deems reasonable with regards to the position of the Company, the Client and all the other Clients of the Company;

21. Conflicts of Interest

- a. The Company may be required to have arrangements in place to manage conflicts of interest between the Company and its clients and between clients themselves. The Company will take all reasonable steps to avoid conflicts of interest. When conflicts of interest cannot be avoided the Company shall disclose to the Client the nature and source of the conflict. The Company shall at all times ensure that clients are treated fairly and with the highest level of integrity and that their interests are protected.

22. Anti-Money Laundering Provisions

- a. The Company is obliged to follow certain requirements as set out by international standards as well as local authorities for preventing and suppressing money laundering activities, which requires investment firms to obtain certain verification documents from Clients.
- b. The Company may request the Client to inform the Company how the invested funds were obtained/accumulated and obtain verification documents from Clients.
- c. The Company has the right not to carry out orders or instructions received from the Client, as long as the Client has not supplied information requested by the Company. The Company takes no responsibility for any possible delays where the Client's verification documents are outstanding

23. Communication between the Client and the Company

- a. Unless otherwise specified, the Client has to send any notice, instruction, request or other communication via e-mail at support@XBTFX.io .
- b. All notices/information provided by the Company or received from the Clients should be in the English language.

24. Provision of Information, Data Protection

- a. The Client shall promptly provide the Company with any information which it may request as evidence for the matters referred to in this Agreement or to comply with any applicable regulations or otherwise, and shall notify the Company if there are any material changes to such information. By opening an Account with the Company and by placing orders and 23 entering into transactions, the Client acknowledges that he will be providing personal information (possibly including sensitive data) and the Client consents to the processing of that information by the Company for the purposes of performing its obligations under

this Agreement and administering the relationship with the Client. Such purposes include the processing of instructions and generation of confirmations, the operation of control systems; the operation of management information systems and allowing staff of any of the Company's affiliates who share responsibility for managing the Client relationship from other offices to view information about the Client.

- b. The Company shall be entitled to disclose personal information without informing the Client to any regulatory or governmental authorities as may be required and/or where the Client is directly or indirectly involved in fraud.

25. Termination

- a. The Company or the Client can terminate this Agreement by giving five (5) business days written notice to the other party. During the termination notice, the Client is obliged to close all open positions. In the case where the Client has open positions during the termination notice period, then the Company reserves the right not to accept any new Transaction orders and the Company shall have the right to close all of the Client's open positions on expiry of the notice period to the extent the Client has not already done so.
- b. Upon termination of this Agreement, the Company shall be entitled, without prior notice of the Client, to cease the access of the Client to the Trading Platform.
- c. The Company may close all open transaction positions and terminate this Agreement immediately without giving five (5) business days written notice in the following cases if at any time:
 - i. The Client fails to comply fully and by the required time with any obligation to make any payment when due under this Agreement;
 - ii. The Company has reasonable grounds to believe that the Client is in breach of any covenant or provision set out in this Agreement;
 - iii. The Company believes that Client activity might be a violation of any applicable regulations;
 - iv. The Client 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 Client;
 - v. The Client 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.
- d. The Company may terminate this 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 Client's account, in the following cases:
 - i. The Client 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 clients at risk prior to terminating this Agreement.
 - ii. The Company have grounds to believe that the Client's trading activity adversely affects in any manner the reliability and/or smooth operation and/or orderly functioning of the Trading Platform.
- e. The termination of this Agreement shall not in any case affect, the rights of which have arisen, existing commitments or any contractual commitments which were intended to remain in force after the termination and in the case of termination, the Client shall pay for:
 - i. Any pending fees / commissions of the Company and any other amount payable to the Company ;
 - ii. Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of this Agreement;
 - iii. 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 Client liabilities or contingent liabilities from the Client's Account.

26. General Provisions

- a. The Client shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer his rights or obligations under this Agreement or any interest in this Agreement, without the Company prior written consent, otherwise any purported assignment, charge or transfer in violation of this paragraph shall be void.
- b. If the Client 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.
- c. 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 Client set-off any amount (whether actual or contingent, present or future) at any time, owing between the Client and the Company. The Company can off-set any owned amounts using any account the Client maintains with the Company.

- d. If 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.
- e. The Company's records, unless proven to be wrong, shall be the evidence of Client's dealings with the Company in connection to the services provided.
- f. This Agreement is updated and amended from time to time. If you do not agree to be bound by these Terms of Service or with any subsequent amendments, changes or updates, you may not access or use any of the Services, and if you do access or use any of the Services, you will be bound by these Terms of Service, as updated and amended from time to time; your only recourse in the case of your unwillingness to be bound by these Terms of Service is to stop using all of the Services.
- g. A person who is not a party to this Customer Agreement has no rights to enforce any terms of this Customer Agreement.

27. Representations, Warranties and Covenants:

- a. On a continuing basis, a Client represents, warrants, covenants and undertakes to the Company, both in respect of himself and any other person for whom the Client acts as an agent, that:
 - i. The Client is authorized and has the capacity to enter into this Agreement and any transactions which may arise under them;
 - ii. The Client is over 18 years old;
 - iii. The Client warrants that the information that he provides on the account opening form (registration process) as well as in any other documentation is complete, true and accurate. For any change or amendment in the above mentioned information, including change of address, the client remains responsible to notify the Company;
 - iv. The Client has obtained the necessary approvals from the relevant regulatory/legal and compliance authorities to make use of the services provided pursuant to this Agreement.
 - v. The Client has read and fully understood the entire contents of this Agreement with which he fully accepts and agrees;
 - vi. There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating Client's activities, which could prevent or otherwise inhibit the Client entering into, or performing in accordance with this Agreement and/or under any transaction which may arise under them;
 - vii. Client's performance under any transaction in accordance with this Agreement does not violate any agreement and/or contract with third parties;
 - viii. This Agreement, each transaction and the obligations created thereunder are binding on the Client and enforceable against the Client in accordance with their terms;
 - ix. There are no pending or, to the best of the Client's knowledge, any legal proceedings before any court, arbitration court, governmental body, agency or official or any arbitrator that purports to draw into question, or is likely to affect, the legality, validity or enforceability against him of this Agreement and any transaction which may arise under it or the Client's ability to perform his obligations under this Agreement and/or under any transaction which may arise under them in any material respect;
 - x. The Client shall not enter into any transaction unless he has a full understanding of all of the terms, conditions and risks thereof, and he is capable of understanding and willing to accept (financially and otherwise) those risks;
 - xi. The Client shall not provide to the Company any information which is misleading and all information that the Client provides to the Company shall be true and accurate in all material respects.
 - xii. By entering into this Agreement, the Client acknowledges and understands that, when participating in the Company's promotions, he will be bound by the terms and conditions of such promotions applicable at the time on the country of residence of the Client;

28. The Company's Liability

- a. Access to the Trading Systems is provided "as is". The Company makes no warranties (express or implied), representations, or guarantees as to merchantability, fitness for any particular purpose or otherwise with respect to the Electronic Systems, their content, any documentation or any hardware or software provided by the Company. Technical difficulties could be encountered in connection with the Electronic Systems. These difficulties could involve, among others, failures, delays, malfunction, software erosion or hardware damage, which difficulties could be the result of hardware, software or 27 communication link inadequacies or other causes. Such difficulties could lead to possible economic and/or data loss. In no event will the Company or its affiliates or any of their employees be liable for any possible loss (including loss of profit or revenue whether direct or indirect), cost or damage including, without limitation, consequential, unforeseeable or special damages or expense which might occur as a result of or arising out of using, accessing, installing, maintaining, modifying, deactivating or attempting to access the Electronic Systems or otherwise. The Company further reserves the right, in its reasonable discretion to unwind an executed Transaction or adjust the price of executed transactions (including Transactions

that have been confirmed or settled) to a fair market price if the transaction was mispriced because of technical difficulties with the Electronic Systems.

- b. The Company shall not be liable for any loss, liability or cost suffered or incurred by the Client as a result of providing the services as described in this Agreement
- c. The Company shall not be liable for any loss, liability or cost which the Client may suffer or incur as a result of the negligence, willful default or fraud of any third party (e.g. exchange, bank, electronic payment provider, etc.) which it has taken reasonable care in appointing.
- d. Neither the Company nor the partners, directors, officers, servants, agents or representatives of the Company shall be liable to the Client (except in the case of fraud) for any consequential, indirect, special, incidental, punitive or exemplary loss, liability or cost which the Client may suffer or incur arising from the act of omissions of the Company under this Agreement regardless of how such loss, liability or cost was caused and regardless of whether it was foreseeable or not. For the purposes of this paragraph, a loss, liability or cost includes any loss, liability or cost (as appropriate) arising from the Client being unable to sell Financial Instruments where the price is falling, or from not being able to purchase Financial Instruments where the price is rising, or from being unable to enter into or complete another trade which requires him to have disposed of or purchased the Financial Instruments or any other loss, liability or cost arising as a result of loss of business, profits, goodwill or data and any indirect, special, incidental, consequential, punitive or exemplary loss, liability or cost, whether arising from negligence, breach of contract or otherwise and whether foreseeable or not.

29. Governing Language

- a. This Agreement as well as any additional agreement hereto (both present and future) are made in English. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, as the case may be, original versions in English shall prevail.

30. Resolution of Disputes

- a. Any dispute, claim, controversy or action arising out of or related to (a) the Terms of Service or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your Digital Tokens Wallet, the operations and Services of the Electronic Platform, or (c) your access to or use of the Services at any time, shall be subject to the exclusive jurisdiction of the courts of Saint Vincent and the Grenadines. For the avoidance of doubt, and without limiting the generality of the foregoing, this provision expressly applies to any claim, whether in tort, contract or otherwise, against XBTFX.
- b. You irrevocably and unconditionally agree and consent to the jurisdiction and venue of the courts of the Saint Vincent and the Grenadines, and you waive any objections thereto, including under the doctrine of forum non conveniens or other similar doctrines.
- c. You and XBTFX agree that any Party hereto may bring claims against the others only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. No adjudicator may consolidate or join more than one Person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief awarded to any one XBTFX user cannot and may not affect any other XBTFX users.

31. JURY TRIAL WAIVER: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR ANY BREACH THEREOF, ANY USE OR ATTEMPTED USE OF THE SITE OR THE SERVICES BY YOU, AND/OR ANY OTHER MATTER INVOLVING THE PARTIES.

32. Prohibited Uses: You may not:

- a. use the Site or any Services in order to disguise the origin or nature of illicit proceeds of, or to further, any breach of applicable Laws, or to transact or deal in, any contraband Digital Tokens, Fiat, funds, property, or proceeds;
- b. use the Site or any Services if any applicable Laws, including, but not limited to, AML Laws, CTF Laws, Anti-Corruption Laws and Economic Sanctions Laws, prohibit, penalize, sanction, or expose XBTFX to liability for any Services furnished or offered to you or your Digital Tokens Wallet(s) or Digital Tokens Address(es) under these Terms of Service;
- c. use the Site or any of the Services, or any financial services of a U.S. Financial Institution, whether or not an Associate of XBTFX, to facilitate, approve, evade, avoid, or circumvent any applicable Laws, including, but not limited to, AML Laws, CTF Laws, Anti-Corruption Laws, and Economic Sanctions Laws;
- d. use the Site or any Services to evade taxes under the Laws of the British Virgin Islands, the United States, or any other jurisdiction(s) applicable to you or the Site;
- e. trade, or use any Services, with anything other than Fiat funds, keys, property, or Digital Tokens that have been legally obtained by you and that belong to you;
- f. use the Site or any Services to interfere with or subvert the rights or obligations of XBTFX or the rights or obligations of any other Site user or any other Person;

- g. post, submit, publish, display, or transmit any User Submission that violates the Terms of Service or the rights of any Person, including, but not limited to, the intellectual property rights of any Person;
- h. trade using misleading or inaccurate information presented to the Site or to XBTFX or take advantage of any technical glitch, malfunction, failure, delay, default, or security breach;
- i. use the Site or any Services to engage in conduct that is detrimental to XBTFX or to any other Site user or any other Person;
- j. falsify any Digital Tokens Wallet, Digital Tokens Address, Site registration, exchange, or administration details provided to XBTFX or any of its Associates, impersonate another Person or misrepresent your affiliation with a Person;
- k. post, submit, publish, display, or transmit any User Submission that is likely to deceive any Person;
- l. falsify or materially omit any information or provide misleading or inaccurate information requested by XBTFX or any of its Associates, including, but not limited to, at Site registration or during the course of administering any Services to you;
- m. cause injury to, or attempt to harm, XBTFX, any of its Associates or any Person through your access to the Site or any Services, including, but not limited to, posting, submitting, publishing, displaying, or transmitting any User Submission that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- n. promote discrimination based on race, religion, nationality, disability, sexual orientation, gender or gender identity, or age;
- o. give the impression that a User Submission emanates from or is endorsed by XBTFX or its Associates or any other Person if that is not the case;
- p. have more than one registered identity or more than one Digital Tokens Wallet on the Site, or use any Digital Tokens Wallet on a one-time, 'throwaway' basis; any such additional Digital Tokens Wallets or one time 'throwaway' Digital Tokens Wallet may be terminated or suspended at the absolute discretion of XBTFX;
- q. where you are subject to prohibitions or restrictions as set forth in paragraph 2, access the Site or use any Services utilizing any virtual private network, proxy service, or any other third-party service, network, or product with the effect of disguising your IP address or location, or access the Site or use any Services using a Digital Tokens Address in or subject to the jurisdiction of any Prohibited Jurisdiction or Government or Government Official thereof;
- r. Post, submit, publish, display, or transmit any advertising or promotional material without the prior written consent of XBTFX or its Affiliate;
- s. utilize a Digital Tokens Wallet, any Services or the Site for the financial or other benefit of a Prohibited Person; or
- t. Violate, promote, cause a violation of, or conspire or attempt to violate these Terms of Service or applicable Laws.

Any use as described in this paragraph shall constitute a "Prohibited Use". If XBTFX determines or suspects that you have engaged in any Prohibited Use, XBTFX may address such Prohibited Use through an appropriate sanction, in its sole and absolute discretion. Such sanction may include, but is not limited to, removing or declining to post any User Submissions you provide, making a report to any Government, law enforcement, or other authorities, without providing any notice of you about any such report; confiscation of any Fiat funds, property, proceeds, or Digital Tokens in any Digital Tokens Wallet that you have on the Site; and, suspending or terminating your access to any Services or Fiat funds, property, or Digital Tokens from any Digital Tokens Address or Digital Tokens Wallet. XBTFX may, at its sole and absolute discretion, seize and deliver your property to any applicable Government, law enforcement, or other authorities where circumstances warrant. In addition, should your actions or inaction result in Loss being suffered by XBTFX or any of its Associates, you shall pay an amount to XBTFX or the Associate so as to render XBTFX or the Associate whole, including, but not limited to, the amount of taxes or penalties that might be imposed on XBTFX or the Associate

33. Due Diligence Generally, Anti-Money Laundering and Counter-Terrorist Financing: XBTFX is committed to providing safe, compliant, and reputable services to identify, detect, prevent, and report on money laundering, terrorist financing, and other improper activities under applicable AML Laws, CTF Laws, Anti-Corruption Laws, and Economic Sanctions Laws. Accordingly, XBTFX insists on a comprehensive and thorough user due diligence process implementation and ongoing analysis and reporting. By agreeing to these Terms of Service, you shall affirmatively certify that you are not a Prohibited Person and are not utilizing a Digital Tokens Wallet for the benefit of a Prohibited Person, and must provide promptly all information requested and necessary to satisfy due diligence requirements and obligations pursuant to applicable Laws and the compliance policies or procedures of XBTFX or any of its Associates. Additionally, XBTFX may assess whether you will make, or intend to make, a deposit, withdrawal, or transfer of Fiat or Digital Tokens to, from, or through a U.S. Financial Institution to facilitate the provision of the Services, and if applicable, you must provide all information requested and necessary to satisfy due diligence requirements and obligations pursuant to applicable Laws and the compliance policies or procedures of XBTFX. You agree to provide promptly any documentation, information, or records requested by XBTFX at any time, including, but not limited to, a self-certification permitting the determination of tax residence and status Tax Information Exchange Laws. Such information may include, but is not limited to, self-certifications as to beneficial ownership and control. XBTFX needs to retain certain information, documentation, and records on file pursuant to applicable Laws and its contractual relationships, and XBTFX hereby expressly reserves the right to keep such information, documentation, and records.

Additionally, XBTFX monitors for and assesses suspicious or sanctionable transactions under applicable AML, CTF, Anti-Corruption, and Economic Sanctions Laws, as well as undertakes mandatory reporting to FinCEN, OFAC, FIA, and international regulators. These undertakings shall apply even when you suspend or terminate your relationship with XBTFX or abandon your application to have a Digital Tokens Wallet. Our policies apply to any and all Digital Tokens, Fiat, and other funds or property being exchanged on or through the Site or by any of you, your Affiliates, of any of XBTFX's Associates.

XBTFX reserves the right to bar transactions from or to, to undertake enhanced due diligence, or to suspend or terminate the administration of Services, or the creation or administration of any Digital Tokens Wallet for or with, any user for any reason (or for no reason) at any time, including, but not limited to, the provisions of paragraphs 13 and 16, subject to any limitations imposed by applicable Laws. Without limiting the generality of the foregoing, this includes, but is not limited to, any transfer, transaction, business, or dealing with a: (i) Sanctioned Person; (ii) Prohibited Jurisdiction or a citizen or resident of, Government or Government Official of, or Person in or subject to jurisdiction of, any Prohibited Jurisdiction; (iii) U.S. Person, Bulgaria Person; (iv) Person from or in any jurisdiction that does not meet international AML-CTF standards (including any jurisdiction identified by the FATF as high-risk, non-cooperative, or strategically deficient jurisdictions, including, but not limited to, Botswana, Cambodia, Ethiopia, Ghana, Pakistan, Serbia, Sri Lanka, Trinidad and Tobago, Tunisia and Yemen); (v) Person that is a Government Official or Politically Exposed Person within the meaning of the FATF's 40 Recommendations; (vi) Person that presents a risk of any exposure to penalties, sanctions, or other liabilities under AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, or tax Laws that may apply; (vii) Person that XBTFX determines is acting in the United States or Territory or Insular Possession of the United States (whether or not by, to, through, or from a U.S. Financial Institution) in violation of, causing any other Person, including, but not limited to, any of the Associates, to violate, attempting or conspiring to violate, or evading or circumventing these Terms of Service or applicable Laws; and (viii) Person that fails to meet any user due diligence standards, requests, or requirements of XBTFX, or otherwise appears to be of high risk, including, but not limited to, any of the foregoing factors. In lieu of refusing registration, access or ongoing administration of your Digital Tokens Wallet, XBTFX may, in its sole discretion, perform enhanced due diligence procedures. At all times, you may be subject to enhanced due diligence procedures in your use of the Site and any Service. If you decline to provide requested due diligence information or otherwise do not reply timely or substantively with the documentation or data requested, XBTFX has the absolute discretion to suspend or terminate Services to you immediately.

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*XBTFX LLC
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