

Smart Wings Introduction Services L.L.C.

Terms & Conditions

1. INTRODUCTION

1.1 The Website of bidaskbit.com is owned and operated by Smart Wings Introduction Services LLC (the 'Company'). The terms of the site governs your use (the "Client ") of the website. By making use of the site, you have accepted to abide by these terms in full. It is not possible to use this site without agreeing to the terms of use.

2. ACKNOWLEDGMENT

2.1 The Client (hereinafter referred to also as 'You' or 'Your') acknowledges, confirms and approves that she/he has read, understood, accepted and agreed with all the information available on the Company's Website, including, but not limited to legal documentation, such as Terms and Conditions of use (the 'Terms and Conditions', the 'Agreement', 'Client's Agreement'), as amended from time to time, Privacy Policy, Promotional Offers Terms and Conditions (hereinafter referred to as 'Legal Documentation').

2.2 The Client acknowledges that by accepting the Terms and Conditions of Use, the Client enters into a binding legal agreement (the 'Client Agreement').

2.3 The Client acknowledges that trading in Cryptocurrencies involves a significant level of risk and may result in loss of all funds invested. Please refer to our Risk Disclosure Notice posted on the Company's Website.

2.4 The Client acknowledges that the Firm's official language is the English language.

3. SCOPE

3.1 The Terms and Conditions of Use govern all the actions relating to each and all services the Company is authorized to provide.

3.2 The Terms and Conditions are non-negotiable and override any other agreements, arrangements, express or implied statements made by the Company unless the Company determines – in its sole discretion - that the context requires otherwise. Any acts, omissions or representations (oral or otherwise) made either by the Client or by the Company (including any of Company's employees the Client has his/her dealings with) shall not amend or take priority over this Agreement.

3.3 The Company reserves the right to amend, alter and modify, delete or add to any of the provisions of these Terms and Conditions at any time in accordance with the terms hereof. If the Terms and Conditions were to be amended (hereinafter referred to as "Changes") shall be published on the Company's Website on the Company's website. All amended terms shall have immediate effect from the moment they are officially posted on the Company's Website. The updated version of these Terms and Conditions becomes legally binding to both parties upon your acceptance/acknowledgement (via tick box) to those terms prior to any access, login or use to your existing account.

3.4 The Client's continued use or access of the Company's Online Trading Facility after the publication of any Changes shall be considered as the Client's agreement to such modified Terms and Conditions and shall be governed by those Terms and Conditions as modified. If the Client does not wish to be bound by those Changes, the Client should cease to access and/or use Company's Online Trading Facility and inform the Company in writing immediately.

3.5 The Client Acknowledges that he/she has read, understood and accepted all terms of this Agreement. By accepting the Agreement, the Client enters into a legally binding agreement with the Company.

3.6 It is expressly understood and agreed that neither this Agreement nor anything in it shall constitute or be deemed to establish a partnership, agency relationship or joint Venture between the Client (or any of his/her entities, offices, employees or agents) and the Company (or any of its offices, employees or agents).

3.7 Paragraph headings are for ease of reference only and are not intended to denote meaning.

3.8 If there is any conflict between the provisions of this Agreement and relevant Laws and Regulations, the Laws and Regulations shall prevail.

4. COMMENCEMENT OF THE TERMS AND CONDITIONS AND THE RIGHT TO CANCEL

4.1 These Terms and Conditions including legal documentation shall commence application once the prospective Client initiates business relationship with the Company by accepting and agreeing to all above mentioned documents.

4.2 Client's trading account shall be initially placed on a maximum of fourteen (14) day Probation Period, during which the Company shall collect all required documentation from the Client if deemed necessary, carry out and complete due diligence and Know Your Customer (KYC) procedures.

4.3 The Company is under no obligation to accept Client's Application for an Account Opening (the 'Application') and within the first fourteen (14) days of a Probation Period, the Company may, at its sole discretion, and without providing any reason, reject the application and terminate the Agreement.

4.4 The Client may cancel the Agreement by providing the Company with a written notice within the first fourteen (14) days from initiating business relationship with the Firm, however this right may be limited if the Client has already entered into trades and/or those trades have been affected by any fluctuations in the market. The Termination and Default section of the Agreement contains further details regarding procedures applied in such circumstances.

4.5 If neither the Client will cancel the Agreement nor the Company will terminate it within the first fourteen (14) days of a Probation Period, the Agreement will continue to be in effect unless

terminated in accordance with the provisions contained in the Termination and Default section of the Agreement.

5. DURATION OF THE AGREEMENT

5.1 The Agreement shall be effective since the date described in the Commencement of the Terms and Conditions and the Right to Cancel section for an indefinite period until its termination as described in the Termination and Default section of the Agreement.

6. SCOPE OF SERVICES

6.1 The Company provides access to Online Trading in Cryptocurrencies which can be found on the Company's website: www.bidaskbit.com

6.2 The Client acknowledges that the Services offered by the Company do not include the provision of investment advice. Any investment information as may be announced or provided by the Company or on its behalf does not constitute investment advice services whatsoever, or in any circumstances and shall be regarded as given for informative purposes only. No information announced or provided by the Company shall be deemed as an assurance or guarantee on the expected results of any Transaction.

6.3 The client acknowledges that digital currencies are not legal tender in the Czech Republic, as it is not standardized by the Governing Payment Services Regulations Act (especially Act No. 284/2009 Coll., on Payment Systems, as amended, and Act No. 277/2013 Coll., on foreign exchange activities, as amended), and trading with Digital Currencies are therefore not subject to the authorization, regulation, or supervision of the Czech National Bank.

6.4 The Client agrees and acknowledges that he/she is solely responsible for any stratégy or Transaction(s) composition of any account and taxation consequences and the Client shall not rely for this purpose on the Company. It is also understood and accepted that the Company shall not bear any responsibility in any manner or form whatsoever, regardless of the circumstances, for any such strategy, transaction or information, composition of any Account or taxation consequences.

6.5 The trading conditions and execution rules of the Cryptocurrencies and other Instruments on offer by the Company can be found online on the Company's Website, at any given time. Upon a notice issued to the Client, the Company reserves the right to amend its legal documents, from time to time. Even if the Company amends any part of the trading conditions and/or execution rules the Client continues to be bound by the Agreement, including but not limited to any amendments that have been implemented.

6.6 The Company is under no obligation to monitor or advise the Client on trading; therefore, the Company may execute an instruction received by the Client even if such transaction is not suitable for the Client.

6.7 The services are available only to and may be used by individuals or companies who/which are eligible to form legally binding contracts under the laws applicable in their country of residence or, in case of companies, in their country of incorporation. Without limiting the foregoing, Company's services are not available to persons under the age of 18 or otherwise legal age in their country of residence (hereinafter referred to as "Minors"). In case that the client is a Minor, the Company cannot provide its services to him/her and/or a Minor is not allowed to use Company's Services.

6.8 The Company is entitled to refuse the provision of any ancillary service to the Client, at any time, without being obliged to inform the Client of the reasons to do so in order to protect the legitimate interests of both the Client and the Company.

6.9 The offering of Services may not be legal in some jurisdictions. The Client understands and accepts that the Company is unable to provide the Client with any legal advice or assurances in respect of the Client's use of the Services and the Company makes no representations whatsoever as to the legality of the Services in the Client's jurisdiction. It is the Client's obligation to verify the relevant laws in the Client's jurisdiction before registering with the Website, applying for an Account and using the Services or Online Trading Facility. The Company does not intend to enable the Client to contravene any applicable laws and regulations. The Client represents, warrants and agrees to ensure that the use of the Online Trading Facility and the Services will comply with all applicable laws, statutes and regulations. The Company shall not be responsible for any illegal or unauthorized use of the Online Trading Facility or the Services by the Client. The Client should consult a legal counsel in the applicable jurisdiction if in doubt about the legality of the use of the Online Trading Facility and the Services under the laws of any jurisdiction that apply to the Client.

7.ACCOUNT OPENING

7.1 In order to open an Account every potential Client shall be required to successfully complete the Online Registration Process as determined by the Company, at its sole discretion.

7.2 The Client agrees and understands that once he/she completes the Online Registration Form the Company receives his/her Application for Online Account Opening. At this point, the Client authorizes the Company to use all the information provided by him/her so that the Company can use such information in order to conduct any searches for the purpose of verifying Client's identity, against any particulars on any database (public or otherwise) to which such third parties have access to.

7.3 The Client agrees and understands that once he/she initiates business relationship with the Company, the Client is obliged to cooperate with the Company fully and promptly supply any information and documents required in order to verify his/her Account.

7.4 The Client agrees and understands that it is his/her responsibility to provide the Company with the most accurate and up-to-date information, as the Company relies on the information presented by the Client in the Online Registration Form.

7.5 Clients can request to open 2(two) Live Trading Accounts on the same base Crypto Currency. Written permission must be sent to the Company for approval for a Client to own and manage more than two Accounts. The Company reserves the right without any prior notice to disable or close either one or all accounts, have their profits nullified and their initial investment returned if the Company has strong reasons to believe a Client directly or Indirectly is abusing the aforementioned account limit such as but not limited to, Clients operating more than two Accounts where each Account was registered under a different email with identical or different name and the Company has strong reasons to believe or appears to be the same person.

8.LEVERAGE/MARGIN REQUIREMENTS

8.1 Client may request to change her/his leverage ratio by sending an email to support@bidaskbit.com

8.2 Leverage change requests can take up to 24 hours to be approved or declined accordingly. The Company reserves the right to decline any Leverage change request if the margin Level % it is equal to or below 150%. Any request to decrease leverage will be approved only in the case where the Client doesn’t have open positions.

8.3 The Company may determine at its discretion, the leverage applied on an asset class basis or per instrument on the Company's Website.

8.4 All information regarding the leverage, margin requirements and trading limits are available on the Company’s Internet Website.

8.5 It should be noted that the Company shall monitor the leverage ratio applied to Clients’ positions at all times. The Company also reserves the right to discretionally decrease the leverage ratio based on the Client’s trading activity, extremely volatile markets, and/or prior to any economic announcements in order to prevent Company’s market overexposure to high market risk due to abnormal market conditions and price fluctuations that might affect the interest of any other active Client. A notification will be sent to the Client, via any durable means like the Online Trading Facility and/or by email, notifying the Client of any change in trading conditions, including but not limited to leverage ratio.

8.6 The Company is monitoring the trading conditions including but not limited to leverage ratio in order to prevent any abuse of its Negative Balance by any Client.

8.7 The Client accepts that the Company reserves the right, at any point in time, to cancel trades; make any necessary balance adjustment, after they were transmitted by the Client, in the event that the Firm determines/suspects at its sole discretion that the Client voluntarily and/or involuntarily abuses the "Negative Balance Protection", and/or any Bonus Incentives offered by the Company, by way of, but not limited to, hedging his/her exposure using his/her trading accounts, whether under the same profile or in connection with another Client(s); and/or requesting a withdrawal of funds. In the event of such cases the Company will nullify all trades and return to the Client his/her remaining balance.

8.8 The Company reserves the right to amend, at any time, the product specifications of such Cryptocurrencies and other Instruments, available online the Company's Website, in order to respond to a number of situations including but not limited to specific market conditions. The Client is liable for ensuring that he/she remains informed, at all times, regarding the latest product specifications.

9.ELECTRONIC TRADING

9.1 Once the Agreement commences, as described in the Commencement of the Terms and Conditions and the Right to Cancel section of the Agreement, the Client shall:

- Download and install the Trading Platform(s) software (the 'Software') available online on the Company's Website and/or access his/her account through the Web-based trading platform (if applicable)
- Receive, through an e-mail, access codes (the 'Access Codes') to enable him/her to log-in to the Online Trading Facility in order to send and/or modify instructions for the purposes of trading Cryptocurrencies.

9.2 The Software, which may have been developed by a party other than the Company, supports datasecurity protocols compatible with the protocols used by the Company.

9.3 The Company is responsible for maintaining its Online Trading Facility and other related systems updated; therefore, the Client accepts that the Company or a relevant third party may, from time to time, perform maintenance that may include shutting down, restarting, or refreshing the servers to ensure the effective and efficient operation of the Online Trading Facility or other related systems;

these actions may cause the trading(s) or other related systems to be inaccessible for a period of time. The Client accepts that the Company bears no responsibility for any loss, including financial loss, caused due to any of the above.

9.4 The Client accepts that the Company is not an internet service or electricity provider; consequently, the former accepts that the Firm is not responsible for any failure to provide a service if such failure arises as a direct or an indirect result of internet service or electricity failure. Accordingly, any Instruction sent by the Client or on the Client's behalf via Company's Online Trading Facility or by email shall only be deemed to have been received and shall only then constitute a valid Instruction and/or binding Contract between the Client and the Company, when such Instruction has been recorded as executed by the Firm or on Firm's behalf shall not by itself constitute a binding contract between the Client and the Company.

9.5 The Client accepts that when using Company's Online Trading Facility, the Client must:

- ensure that his or her computer systems are maintained in good order and are suitable for use with Company's Online Trading Facility;

- run such tests and provide such information to the Company as the Company shall reasonably consider necessary to establish that the Client's computer systems satisfy the requirements notified by the Company to the Client from time to time;
- carry out virus checks on a regular basis;
- inform the Company immediately of any unauthorized Transaction or Instruction which the Client knows of or suspect and, if within the Client's control, cause such unauthorized use to cease;
- not at any time leave the computer terminal from which the Client has accessed Company's Online Trading Facility or let anyone else use such computer terminal until the Client has logged off from Company's Online Trading Facility.

9.6 The Client shall regularly consult the "Help" menus, User Guides or any other manuals provided via Company's Online Trading Facility.

9.7 The Client understands and agrees that the Company is the sole counterparty in relation to the platform providers, and therefore the Client will not bring any legal action, whether or not, including negligence, breach of contract or otherwise, to any third-party software and/or technology providers whose products and services assist in providing the platform to the Client.

10. TRADING PLATFORM

10.1 The Company enables Clients to trade Cryptocurrencies via its Website 'WebTrader' (if applicable), the Trading Platform, and/or Mobile (Android & iOS operating systems)

10.2 The Client shall download and install the Trading Platform from the Company's Website, and use it solely for the purpose of obtaining the services set out in the Agreement, all in accordance with and subject to the terms of this Agreement.

10.3 The Company makes no express or implied representation:

- that the Trading Platform will be available for access all the time, or at any time on a continuous uninterrupted basis (access to the Trading Platform may be affected, for example, by routine maintenance, repairs and upgrades);
- as to the operation, quality or functionality of the Trading Platform;
- that the Trading Platform will be free of errors or defects; and
- that the Trading Platform is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to the Client's data or other property.

10.4 The Client agrees not to either intentionally, recklessly, negligently or otherwise:

- use the Trading Platform for unlawful purposes or in any manner that breaches the terms of this Agreement;
- interfere (nor attempt to) with or disrupt the proper operation of the Trading Platform, hardware, systems or networks, including (but not limited to) knowingly or negligently

transmitting files that may contain malicious content capable of interfering in any way with the operation of the Trading Platform;
- take any action which does or may cause the provision of the Trading Platform to other users to be interrupted or degraded.

10.5 From time to time, acting reasonably, the Company shall have the right to add to, modify, or remove any of the Trading Platform(s) without liability under this Agreement. The Client agrees to accept such modification(s) as part of this Agreement.

10.6 The Client agrees that the Company shall have the right to perform Trading Platform routing maintenance and upgrades every Sunday between 19:00 and 20:30 server time (15:00 – 17:30 GMT), but not limited to, in emergency cases, with an expected downtime between 1 (one) to 20 (twenty) minutes. During the downtime the Client won't be able to access the Trading Platform, open new positions, close existing positions, transfer funds, and/or any other related actions as specified in the Client's secure members area, and the Client shall be solely responsible to ensure that he/she has sufficient margin to support his/her open positions during the downtime. The Company will not be responsible for any loss arising due to stop loss, stop-out, and/or any other type of order resulted by a market gap.

11. SECURITY, AUTHENTICITY AND ACCESS

11.1 The Client shall be solely responsible for any instructions sent and/or received through the Online Trading Facility from the Client.

11.2 The Client shall ensure that his/her Access Codes remain confidential at all times. If, under any circumstances, the Client reveals the Access Codes to either a natural or legal person, the Company shall bear no responsibility for any loss that arises, including but not limited to financial loss, as result of the Client's actions. Without prejudice to any other provisions of these Terms and Conditions, the Client will be liable for all Transactions and/or Contracts executed by means of his/her Access Codes, even if such may be wrongful.

11.3 The Client shall immediately inform the Company if it comes to his/her attention that the Access Codes have been used, either for trading or other purposes, without his/her express consent. The Client accepts that the Company is unable to identify any instances when a person is logging-in to the Online Trading Facility without the Client's express consent.

11.4 The Client accepts that the Company bears no responsibility if either a natural or legal person attains through unauthorized access any information, including information regarding Client's trading, whilst such information is being transmitted from the Client to the Company (or any other party authorized by the Company) and vice versa; such transmission may either occur through electronic means or other.

11.5 The Client accepts that the Company bears no responsibility for any loss, including but not limited financial loss, incurred by the Client due to inability of the latter to access the Online Trading Facility if this has been caused:

- due to the Client's failure to maintain the Software updated as required or
- due to any mechanical, software, computer, telecommunications or electronic system failure thatcould have been controlled by either the Client or the Firm.
- Internet failure

11.6 The Client accepts that the Company reserves the right to terminate Client's access to the OnlineTrading Facility in order to ensure and/or restore the orderly operation of the Online Trading Facilityand protect the interests of both the Clients and the Company; under such circumstances the Companymay, at its discretion, close any of the Client's Trading Account(s), in compliance with the Terminationand Default section of the Agreement.

11.7 The Client understands that the Company has the right to suspend his/her Account, if the Company, at its sole discretion, deems such action as necessary, in compliance with the Termination and Default section of the Agreement.

12.INSTRUCTIONS AND ORDERS

12.1 The Company shall accept instructions that have been transmitted by the Client only through the Online Trading Facility or other electronic means and manner accepted by the Company.

12.2 The Company is under no obligation to monitor Client's trading or funding activity; therefore, the Company may execute an instruction received from the Client without any further inquiry even if such instruction is not in Client's best interest.

12.3 The Company, at its sole discretion may confirm instruction(s) received from the Client, if the Company deems that to be necessary, via any means.

12.4 A Client may cancel Limit Order(s) and/or Pending Order(s) only before such Order(s) has been executed via Trading Platform. Clients cannot cancel Limit Order(s) and/or Pending Order(s) when the relevant Market is closed. Client's instructions might be cancelled only if the Company has not acted upon those instructions. The Company has no liability for any claims, losses, damages, costs or expenses, including legal fees, arising directly or indirectly out of the failure of such order to be cancelled.

12.5 The Client accepts that once a Market Order(s) is/are placed, it/they cannot be revoked. The Client is aware that the Company is under no obligation to cancel Market Order.

13.REFUSAL TO EXECUTE ORDERS

13.1 The Client accepts that the Company shall have the right, at any time, to refuse at its discretion the provision of any service, including, but not limited to, the execution of instructions for the purpose of trading in Cryptocurrencies, without providing notice to the Client.

13.2 The Company shall refuse to execute order(s) if it has reasonable grounds to believe that the execution of a Client's order may:

- affect the orderly function of the market
- constitutes an abusive exploitation of privileged confidential information
- contributes to the laundering of illegal funds
- affects in any manner the reliability or orderly operation of the Online Trading Facility
- the Client's order related to the purchase of a Cryptocurrency or other financial instrument but there is insufficient free margin in the relevant trading account to cover such purchase and any applicable charges.
- abuse the negative balance protection either by placing instantly buy and sell market or pending orders in the same account or multiple accounts
- constitutes an abusive exploitation of prices

13.3 The Company reserves the right to refuse the execution of pending orders, modify the opening/closing price of open positions, place a specific instrument to close only mode, and/or close an open order and nullify all profits if a technical or other error occurs without any prior notice.

13.4 The Client accepts that if the Company was to refuse the execution of Client's order(s), under the Refusal to Execute Orders section, the obligations of the Client under the Agreement shall remain unaffected.

14. GENERAL TRADING CONDITIONS

14.1 Only the Client or the Authorized Representative is authorized to give instructions and Orders on the Account (in compliance with the Instructions and Orders section of the Agreement).

14.2 Market Hours

It should be noted that trading of certain Cryptocurrencies occurs during specific time frames which are provided on the Company's website under Trading Conditions. The Company reserves the right to change the market hours on a specific instrument without any prior notice if:

- The Company's price sources (Liquidity Providers) amended market hours
- There is not enough liquidity in the market

14.3 Price

- Bid – Ask Spread: For any given Cryptocurrency, the Company will quote two prices: the higher price ASK at which the Client can buy (go long), and the lower price (BID) at which the Client can sell (go short); collectively they are referred to as the Firm's price.

The difference between the lower and the higher price of a given Instrument is the spread.

- The Client hereby agrees that the Company's prices shall be the only relevant prices for the Client's Orders and Transactions.
- The Client acknowledges and agrees that the Company is under no obligation to quote any specific price which is quoted in a specific Crypto Exchange.
- Any references of the Client to prices of other trading or information systems or of other Clients shall be disregarded. The Company has the right at its sole discretion to increase or decrease spreads on Cryptocurrencies depending on market conditions and Client's risk internal risk categorization profile.

The Client acknowledges that events such as changes in the Financial Markets, hard forks, news announcements, political and economic events or periods of low/high liquidity may result in wider spreads. The Client acknowledges and agrees that Spreads may widen at any time and without prior notice and that there is no limit to how wide Spreads may be.

14.4 Orders Execution Policy

14.4.1 The Company shall receive, execute and transmit all Orders strictly in accordance with the Trading Conditions. The Company will have no responsibility for checking the accuracy or the logic of any Order.

14.4.2 The Company has the right to refuse to execute the order in compliance with the Refusal to Execute Orders section of the Agreement.

14.4.3 Types of Orders

The Company shall provide the Client with an option to place, following order types:

- A Market Order which is an order that the Company makes every effort to execute at the best available price. All orders are matched through the Company's order book (Depth of Market), which is visible in the clients' trading terminal before entering the market. The final price is based on the weighted average price through the layers depending on the size of the order. More information is provided in the Company's website under the Trading section.
- A Limit Order which is an order to sell an instrument at no less than a specific price or buy an instrument at no more than a specific price. The Client may attach a stop loss and/or a take profit before the order is executed. Once the order is executed it automatically becomes a Market Order and the same conditions apply as Market Order.
- A Pending Order or an Entry Order which is an order to be executed at a later time and a price that the Client specifies. When the price reaches the price specified by the Client, then the order becomes a market order. Negative and positive slippage applies to pending orders. The Client has the option to place the following pending or entry orders:

I. A Buy Limit Order, which is a pending or entry buy order placed below the current market price. If the market price drops to the level of the buy order that order is then triggered.

II. A Buy Stop Order, which is a pending or entry buy order placed above the current market price. If the market price rises to the level of the buy order that order is then triggered.

III. A Sell Limit Order, which is a pending or entry sell order placed above the current market price. If the market price rises to the level of the sell order that order is then triggered.

IV. A Sell Stop Order, which is a pending or entry sell order placed below the current market price. If the market price drops to the level of the sell order that order is then triggered.

V. A Buy Stop Limit order which is the combination of Buy Limit and Buy Stop orders, being a stop order to place a Buy Limit order. As soon as the future Ask price reaches the stop-level indicated in the order (the Price field), a Buy Limit order will be placed at the level, specified in Stop Limit price field. A stop level is set above the current Ask price, while Stop Limit price is set below the stop level.

- A Trailing Stop Order which is a stop loss order set in terms of points (pips) level below the market price – for a long position and above the market price – for a short position. The trailing stop price is adjusted as the price fluctuates.

14.4.4 Such orders as Buy Limit, Buy Stop and Stop Loss/ Take Profit for opened short positions are executed as ASK price. Such orders as Sell Limit, Sell Stop and Stop Loss/Take Profit for opened long positions are executed at BID price. All orders once triggered are executed as Market Orders at the best available market price.

14.5 Size of Order:

- The size of an Order is expressed in lots. The minimum and the maximum order size may depend on the account type and/or asset class and/or particular instrument. The Company reserves the right to alter the minimum and/or maximum order size at any given time. A detailed information regarding available order sizes can be found on the Company's Internet Website.

14.6 Costs

- The Client is charged a spread, financing/premium or commission, if applicable, in some Cryptocurrencies. Commissions and Financing are not incorporated into the Company's quoted prices but charged separately. A detailed information regarding costs is provided in the Company's website under the trading section.

14.7 Upon closing a Transaction, and subject to any applicable adjustments for interest and dividends in accordance with this Agreement:

- The Company will pay the Client the difference between the price in which the Transaction was opened and the price in which the Transaction was closed, multiplied by the number of units of the Underlying Instrument that comprise the Transaction if the Transaction is a buy Transaction and the Transaction's closing price is higher than its opening price or a sell Transaction and the Transaction's closing price is lower than its opening price.
- The Client will pay the Company the difference between the price in which the Transaction was opened and the price in which the Transaction was closed, multiplied by the number of units of the Underlying Instrument that comprise the Transaction if the Transaction is a buy Transaction and the Transaction's closing price is lower than its opening price or a sell Transaction and the Transaction's closing price is higher than its opening price.

14.8 Margin Call

A Margin Call occurs when the Account's equity is about to drop below the margin requirement needed to maintain open Transaction(s). The Margin Call is set at the 150% equity-to-margin ratio. If the equity-to-margin ratio shall continue to drop, a Stop-out may occur.

14.9 Stop-out

- A stop-out Occurs when the account's equity drops below the margin requirement needed to maintain open Transaction(s). If the equity continues to drop, reaching 100% equity-to-margin ratio, Trading Platform will automatically start closing open positions (starting with those with the highest losses) to prevent zeroing out of the account. The Client should note that a Stop-out may occur even if the Account is fully hedged. When an account is fully hedged, the equity is affected by the floating PnL. If the spread widens, the floating PnL will increase. In this case, if floating PnL > equity, the account will get stopped out.
- When you open a position utilizing all of your funds it means that your margin level % will be near to 100%, which is the Stop out level % set by the Company. The Trading Platform cannot take under consideration the cost of spread before initiating the position, therefore, when the position is opened, and spread is taken into consideration your account margin level % may be equal or drop below 100% causing the stop out to trigger. You are solely responsible to ensure you have sufficient funds before entering into a position.

14.10 It is the Company's policy that the Client's Balance in the Account will never fall below zero. In the event that a Position is closed at such price causing the Equity to fall below zero, the Company shall waive its right to receive the balance from the Client (Negative Balance Protection).

14.11 Slippage

Due to fast moving markets, all type of Orders as disclosed in the General Trading Conditions section of the Agreement will be executed at prices worse or better due to Negative or Positive Slippage, although the Company will take all reasonable steps to provide Clients the best available price.It is important to note that Slippage does not affect the Negative Balance Protection and therefore the Client will never lose more than the amount invested (including any profit, if gained), even if a slippage occurs. In addition, transactions in some instruments which are not traded on a 24 hours basis, may experience a Market Gap on a daily basis and are therefore more susceptible to slippage.

14.12 Market Gap

The Client understands that a Market Gap may occur due to abnormal market conditions and/or as a result of the price difference between the closing and opening price. In case of a Market Gap, the Company shall execute all pending limit or stop orders at the first available market price for the corresponding position size.

15. ORDER ADJUSTMENTS

15.1.1 The Company reserves the right to suspend, close or unwind any Order/s which has resulted from any miss-configuration, technical error, bad pricing, and/or if the Company suspects any fraud, manipulation, arbitrage or other forms of deceitful or fraudulent activity in a Client's account or multiple accounts with the Company or otherwise related or connected to any other Orders. Under such circumstances, the Company shall be entitled to withdraw any profits and charge any costs which it deems, in its sole discretion, to have been inappropriately gained and shall not be liable for the cancellation of any order or profits or in the event of any damages or losses which may result from the suspension, closure or unwinding.

15.1.2 After a concluded and endorsed investigation that was carried out on behalf of a Client, if an order or multiple orders were executed at a loss due to system miss-configuration, technical error, and/or bad pricing, the Company will take all necessary actions to restore such a loss accordingly.

15.3 In the event of clause 15.1.2, the Client agrees that he/her can not claim any additional refund if the market order or market orders affected would have had a positive outcome if assumed open.

15.4 Order Adjustment Procedure

- All order/s adjustments shall be performed with a balance correction equivalent to the amount resulted after the investigation was carried out and shall be reflected in the Client's account Balance.
- In the case where a market order or multiple market orders executed at a bad price, the Company reserves the right to compensate the Client only with the price difference between the bad price and the actual market price at the moment of occurrence. In the event where a pending order or multiple pending orders triggered at a bad price, the Company shall cancel such order/s, and compensate the client the entire amount.
- The Client agrees that the Company will not at any case restore any closed orders as to comply with the laws and regulations of proper record keeping of Clients' transaction history.

16. CLIENT MONEY

16.1 Fund Management: The Company applies reasonable care, skill, and due diligence in the selection, appointment, and periodic review of the institutions where Client's funds are deposited. These institutions are chosen based on their credit ratings, and we diversify across multiple institutions to manage risk.

16.2 Account Allocation: The Client acknowledges and agrees that, unless otherwise agreed in writing, their funds will be held in accounts maintained by the Company. These accounts may commingle Client funds with the assets of other customers (omnibus accounts).

16.3 Liability: The Company isn't liable for any losses that the Client may incur due to insolvency or failure of the financial institution holding Client's funds. Furthermore, the Company is not obliged to pay any interest on the funds deposited by the Client.

16.4 Transfers: Transfers of funds are actioned once the Company's system has debited and/or credited the relevant Account. The Company makes reasonable efforts to ensure such transfers, but cannot guarantee their duration and is not liable for delays or losses resulting from incorrect or incomplete information provided by the Client.

16.5 Deposits: The Client's funds will be deposited into their Account upon receipt, after deducting any transfer fees or other charges incurred by the Company, unless otherwise indicated in an ongoing promotion on the Company's website.

16.6 Account Adjustments: The Client authorizes the Company to make necessary adjustments in their Account, as the Company may deem necessary, acting reasonably and in accordance with the terms of this Agreement.

16.7 Regulatory Compliance and Security Checks: We're bound by regulations and obligations, necessitating thorough checks on all transactions, including withdrawals. We strive to protect the Client's assets and ensure all our operations align with legal and ethical standards. This includes identity verification, source of funds check, sanctions list check, and transaction

monitoring. As a result, withdrawals might take a few days or longer if additional checks or information are required.

16.8 Deposits and Transfers: Deposits and transfers to the designated wallets and trading accounts should be made as per payment and transfer instructions given on the Company's website and the Client's personal area. The Company doesn't accept third-party deposits.

16.9 Withdrawals: Withdrawals are subject to our KYC/AML policies and can take up to 24 working hours to process. They can be cancelled unless already executed. Clients are solely responsible for providing correct payment details.

16.10 Dormant Accounts: Accounts with no trading activity for a continuous period of 90 calendar days shall be deemed dormant and will be charged a monthly fee equal to the equivalent of 100 USD in the currency of the respective trading account, calculated at the applicable exchange rate at the time the fee is applied, or the full amount of the free balance if such balance is less than the equivalent of 100 USD. This fee applies separately to each dormant account held under a single username.

17. COSTS, FEES AND CHARGES

17.1 Prior to trading, the Client needs to consider applicable costs, fees and charges. The Client is solely responsible for requesting clarification from the Company in relation to the above, if necessary.

17.2 The Client should note that not all charges are represented in monetary, cryptocurrency or percentage terms and may appear, for instance, in pips or points. For that reason, the Client needs to ensure that he/she understands the cost that the pip/points amount to.

17.3 The Company reserves the right to change, from time to time, any of the costs, fees and charges applicable to Clients when trading Cryptocurrencies and other Instruments without prior notice. It must be noted that such changes are performed by the Company's liquidity providers and the Company has no control over it.

17.4 The Client agrees that any applicable charges shall be deducted from his/her trading Account.

17.5 The provision of services by the Company is subject to the payment of costs, fees etc. (the Costs). In addition to those Costs, other costs may be due by Clients directly to third parties. Changes to its costs will be notified to Clients by the Company through the website.

17.6 Spread and mark-up

17.6.1 Spread, a difference between the BUY and the SELL price, varies between different Cryptocurrencies; its size depends on the Order size/volume as disclosed in the website and trading terminal.

17.6.2 The Client understands that the Company offers floating spread that may, without any notice, widen at any time.

17.6.3 The applicable Spreads (which include Company's mark-up, if applicable) can be found on the Company's Website.

17.7 Commissions

From time to time the Company may introduce new accounts with a commission fee structure.

17.8 Overnight Financing (Premium)

17.8.1 The Financing is an interest payment that applies if you hold a sell or a buy position for a certain period of time. It is based on the value of the contract and it is calculated every 4 hours for Cryptocurrencies. Please be aware that positions that remain open for an extended period of time (usually > 3- 5 days), the venue/liquidity provider your order(s) executed may apply higher Financing rates which are beyond the Company's control.

17.8.2 Financing is charged in the form of points (points), percentage terms or monetary terms depending on the instrument, which are based on liquidity provider's rates which may vary from time to time. Financing charges can be found on the Company's website.

17.8.3 Depending on the position held and the interest rate of the currency involved in the Transaction, the Client may be either credited or debited with financing.

17.8.4 The Company has the right to change the Financing rates at any given time without any notice.

17.8.5 Triple Financing applies on Wednesdays or Fridays (depending on the instrument traded – details are provided on the Companies' Website).

17.8.6 During times where Financing is charged, Clients may experience slight delay in execution and/or significant slippage.

17.9 Transfer/Deposit Fees

17.9.1 Commission might be charged by certain payment providers, however under no circumstance the commission for deposit(s) or a withdrawal(s) is charged by the Company, unless the Company decides to cover such expenses. Such actions will be announced on the company's website.

17.9.2 Information regarding the commission charged by the payment providers can be found on the Company's Website.

18. TAXATION

18.1 The Client should take the risk that his trades in Cryptocurrencies may be or become subject to tax and/or any other duty for example because of changes in legislation or his personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Client should be responsible for any Taxes and/or any other duty which may accrue in respect of his trades.

18.2 In the event that a taxation occurs as a result of any regulatory or legal obligation which may oblige the Company to make any payments and/or withhold any amounts for taxation purpose, then the Company reserves the right to deduct such amounts of any such payment(s) from any of the account(s) belonging to the Client or request that you reimburse the Company accordingly.

18.3 The Client understands and accepts that the tax treatment and/or any disclosures and/or any withholdings may vary depending on Client's jurisdiction.

19. COMMUNICATION AND RECORD KEEPING

19.1 Unless specifically instructed otherwise any notice, instruction, request or other communication shall be given by the Client to the Company via the registered email of the Client, by telephone (so long as the Company is able to identify the Client) or in writing to the registered address of the Company, or as specifically stated herein. All contact details can be found at the Company's Website.

19.2 The Privacy Policy forms part of Company's Terms and Conditions of Use and is incorporated therein by reference. Therefore, by agreeing to Company's Terms and Conditions of Use, which are a contractually binding agreement between the Client and the Firm, the Client is also agreeing to the terms of the Privacy Policy.

19.3 The Company may contact the Client via email (send to Client's registered email address), telephone, post (if the Company in its sole discretion deems it as necessary) or by portraying a message in Clients Members Area and/or Trading Platform ('Online Trading Facility').

19.4 The Client agrees that he/she is fully responsible for reading any messages received from the Company on his/her Online Trading Facility or via any other means.

19.5 The Company bears no liability for any loss that arises as a result of delayed or unreceived communication sent to the Client by the Company.

19.6 The Client is fully responsible for the privacy of any information received from the Company.

19.7 The Client hereby authorizes the Company to contact him/her directly and/or indirectly.

19.8 The content of all incoming and outgoing telephone calls (Telephone Records) between the Client and the Company may be recorded. The Client agrees that the Company has the right to use telephone Records as it deems necessary, including but not limited to instances when a dispute arises between the Client and the Company.

19.9 The Company may provide copies of Telephone Recordings to a regulatory authority and/or other authority of a competent authority, without informing the Client. The Company shall have no obligation to provide any such copy to the Client.

19.10 The Client agrees that the Company will also record any other communication between the Client and the Company, in any form, including emails and chat messages.

19.11 The Client is obliged to keep any information with regards to his/her relationship with the Company confidential at all times.

20. CONFIDENTIALITY AND DATA PROTECTION

20.1 When dealing with the Client's information, the Company shall act in accordance with the terms of its Privacy Policy, which is in compliance with the relevant Laws and Regulations for the protection of personal data.

20.2 The Privacy Policy forms part of Company's Terms and Conditions of Use and is incorporated therein by reference. Therefore, by agreeing to Company's Terms and Conditions of Use, which are a contractually binding agreement between the Client and the Firm, the Client is also agreeing to the terms of the Privacy Policy.

20.3 All informational material collected on this website is held by the Company in the strictest confidence. The Company considers one of its highest priorities to be the privacy and integrity of the personal information of its Clients, and devotes the maximum amount of attention to keeping the said information safely stored as well as used appropriately and only with the required authorization. Any and all of the information that is received from the Client is handled with care and an appropriate level of confidentiality.

20.4 By entering this Agreement, the Client hereby provides his/her consent to collect, process and/or otherwise deal with all data provided by the Client including any data which is considered sensitive without any further requirement to consent.

20.5 Prior to entering into the Agreement, the potential Client receives the right to object to the disclosure of personal data. If the Client does not consent to the disclosure of personal data, the Company reserves the right to refuse entry into the Agreement and/or any other Agreement and/or the provision of the services to the potential Client.

20.6 The Client may at any time withdraw his/her consent, nonetheless the Client understands and accepts that if he/she chooses to withdraw his/her consent, the Company shall have the right to

immediately terminate the Agreement and/or services provided. Such request shall be provided to the Company in writing via Client's registered email address.

20.7 The Company shall use reasonable endeavors to keep Client's personal data safe; nonetheless, transmission of information via the Internet and/or technology systems is not always completely secure. Any transmission of the Client's data shall be at Client's own risk and the Company shall have no liability whatsoever.

20.8 The Client understands and accepts that the Company will keep any and all information belonging and/or relation to the Client in accordance with any applicable statutory minimum.

21. ACKNOWLEDGMENTS OF RISKS

21.1 Trading carries a significant risk to Clients.

21.2 The Company does not and cannot guarantee the value of the Clients' portfolio at any time or any money invested in any instrument. The Client should unreservedly acknowledge and accept that, regardless of any information which may be offered by the Company, the value of any investment in Cryptocurrencies may fluctuate downwards or upwards and it is even probable that the Cryptocurrencies may become of no value.

21.3 The Client should unreservedly acknowledge and accept that he/she runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any Instrument and the Client hereby accepts and declares that he/she is willing to undertake this risk.

21.4 The Client should not buy or sell Cryptocurrencies unless he/she knows and understands the feature risks involved for each one of the Cryptocurrencies.

21.5 If the Client has any doubt regarding the suitability of any buy or sell actions on Cryptocurrencies, he/she should seek independent expert advice.

21.6 The Company will take all measures possible to ensure that the information contained within the Company's Website is as accurate as possible, however, the Company does not guarantee that the information contained on the Company's Website is free of errors and as such all material contained on the Company's Website is provided for informational purposes only and not as an investment objective/ advice. The Company advises that the Client shall seek independent advice, before acting on any of the information contained within the Company's Website.

21.7 The Company will not be responsible for any loss that may have been based on any recommendation, forecast, or other information contained within the Company's Website. The Firm shall not bear liability to any subscriber, Client, partner, supplier, counterparty or third party for the information supplied through this site, nor for any discontinuance of the service. The Company does not bear responsibility for the content of any website, be it linked to the Company's Website or not, nor for any consequences incurred by acting on information of such

said website(s). Consulting the Company's Website does not make you a Client of the Company and no entity of the Company or person related to the Company shall have any duty or incur any liability or responsibility towards you as a result of you consulting the Company's Website.

21.8 The Client declares that he/she has read and understands and unreservedly accepts the following:

A) Information of the previous performance of an Instrument does not guarantee its current or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Cryptocurrencies to which the said information refers.

B) When an Instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance.

C) An Instrument on foreign markets may entail risks different to the usual risks of the markets in the Client's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.

21.9 The Client acknowledges and accepts that there may be other risks which are not contained in this section of the Agreement.

21.20 The Company is obliged to reveal and explain risks involved in trading complex Cryptocurrencies, such as CFDs and provide the Client with a Risk Disclosure Notice.

21.11 The Risk Disclosure Notice forms part of Company's Terms and Conditions of Use and is incorporated therein by reference. Therefore, by agreeing to Company's Terms and Conditions of Use, which are a contractually binding agreement between the Client and the Company, the Client is also agreeing to the terms of the Risk Disclosure Notice.

22. POLICY REGARDING BONUSES

22.1 Definition of a trading bonus:

A trading bonus is an added value to your deposit and it provides you with more funds to use when you are trading. Trading bonuses come in the form of a one-time added value to your deposit. When you fund your account, the Company matches your real money deposit by a certain amount of percentage in accordance with your deposit. Bonus percentage may vary, as it depends on Company's promotion.

22.2 Duration of the bonus

The trading bonus can be granted for a fixed period or for an indefinite period on a permanent basis. This is subject to the terms and conditions of the Company granting the trading bonus and your compliance with the terms and conditions.

If the Client fails to comply with the terms and conditions of the trading bonus, the trading bonus may be withdrawn by the Company before the agreed deadline.

22.3 Warning

A trading bonus gives you great value and extra trading leverage. With all of the above being mentioned; when you trade with bonus leverage you need to be cautious. It is truly appealing, but there is a downside. You may close higher trades and make more money initially (or in the long run), but you can also lose a lot more money.

22.4 By entering into this agreement, you automatically agree to the Promotional offers' terms and conditions, which can be found on the Company's website.

22.5 The trading bonus is intended solely for the purpose of increasing the account's trading leverage and supporting the margin requirements. The bonus amount itself is non-withdrawable and cannot be cashed out under any circumstances. Only the profits generated from trading with the bonus, as well as the Client's original deposit, may be withdrawn, subject to the fulfillment of any specific volume requirements (if applicable).

22.6 For accounting purposes, the trading bonus is treated as a virtual credit and not as part of the Client's liquid equity. In the event of a withdrawal request of the initial deposit, the Company reserves the right to remove the bonus proportionally or in full.

23. TERMINATION AND DEFAULT

23.1 This Agreement shall take effect upon the Client accepting it on the Company's Website and shall be valid for an indefinite period until its termination in accordance with the terms of this Agreement.

23.2 The Client reserves the right to cancel the Agreement during the Probation Period within fourteen (14) days from the initiation of the business relationship with the Company, in compliance with the Commencement of the Terms and Conditions and the Right to Cancel section of the Agreement. The Client shall communicate such a request to the Company in writing via email sent directly to the Company from the Client's registered email address. There are no prior notice requirements.

23.3 The Client reserves the right to terminate the Agreement at any time after the Probation Period, for any reason or without a reason whatsoever, having provided the Company with a three (3) days written notice via email sent directly to the Company from the Client's registered email address.

23.4 The Client understands and agrees that prior to the cancellation or termination request, the Client shall ensure that all his/her transactions are closed (if applicable) and/or all his/her funds (if applicable) have been either refunded or withdrawn from Client's Trading Account.

23.5 The Company reserves the right to terminate the Agreement during the Probation Period due to, inter alia, insufficient documentation received from the Client, providing the Client with a 24-hour notice.

23.5.1 Without prejudice to the above, the Company may, at its sole discretion and at any point limit Client's access to the Company's services and the Online Trading Facility

23.6 The Company reserves the right to terminate the Agreement at any time without any prior notice and with or without cause and for any reason whatsoever, including but not limited to if the Company has reasonable grounds to believe that:

- the Client had breached his/her representations and warranties,
- the Client provided the Company with inaccurate, incomplete or false information or documents,
- the Client's Account constitutes or may constitute an Anti-Money
- Laundering and Prevention of Terrorism Financing or other regulatory risk,
- the Client is abusing the Company's Negative Balance Policy
- the Client uses Online Trading Facility and/or gives Orders or enter into Transactions within the definition of market abuse or in any other abusive way, including lag trading and/or usage of server latency, price manipulation, time manipulation or any other practices which are illegal and/or are utilized to give the Client an unfair advantage or which the Company considers, at its sole discretion, as inappropriate and outside the scope of this Agreement and/or as unfair business conduct.
- the Company did not receive the additional and/or updated information and/or documentation required within the time frame determined by the Company

23.6.1 Without prejudice to the above, the Company may place Client's personal area and Trading Account/s to view only mode (trading disabled) any time and without any notice provided prior to the initiation of the Account Termination Procedure.

23.7 The Client accepts that The Company reserves the right to terminate the Agreement immediately by providing the former with a written notification, in the event of:

23.7.1 An issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up or dissolution or cessation proceedings of the Client;

23.7.2 The Client either undertaking or deemed by the Company (in its absolute sole discretion) to be involved or attempting to undertake any arbitrage circumstances;

23.7.3 Such termination being required by any competent regulatory authority or body or we are obliged to do so by operation of Law.

23.7.4 The Client's trading activity affects in any manner the reliability and/or smooth operation and/or order of the Company's Online Trading Facility. The Client trading in such a way that may harm the Company's ability to have and/or to provide an effective service.

23.7.5 In case that the Company deems whether on its own or through any of the Company's Credit Institutions or Payment Provider/s reports that a specific transaction may be deemed to be fraudulent;

23.7.6 The Client fails or omits to disclose to the Company his/her capacity as the beneficial owner of more than one accounts being maintained with the Company and/or his/her capacity to act as a regulated money manager on behalf of any other Clients of the Company;

23.7.7 If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities

23.7.8 The Client involves the Company in any type of fraud or illegality;

23.7.9 If any event of default (however described) occurs in relation to the Client under any other agreement between the Client and the Company.

23.8 A Termination of the Agreement shall not imply that any of the Client's responsibilities cease to exist; the latter shall still be liable to pay to the Company.

- Any amount that is due to the Company.
- Any expenses that are incurred by the Company, as a result of the termination of the Agreement, and
- Any damage that has arisen because of an arrangement settlement.

23.9 The Company reserves the right to reverse any transactions that are deemed to be contrary to the Company's or the Client's interest.

23.10 Without prejudice to the any other paragraph of the Termination and Default section of the Agreement, if the Company suspects that:

- the Client had breached his/her representations and warranties,
- the Client provided the Company with inaccurate, incomplete or false information or documents,
- the Client's Account constitutes or may constitute an Anti-Money
- Laundering and Prevention of Terrorism Financing or other regulatory risk,- the Client is abusing the Company's Negative Balance Policy
- the Client uses Online Trading Facility and/or gives Orders or enter into Transactions within the definition of market abuse (as such term is defined in the Market Abuse Law)or in any other abusive way, including lag trading and/or usage of server latency, price manipulation, time manipulation or any other practices which are illegal and/or are utilized to give the Client an unfair advantage or which the Company considers, at its

sole discretion, as inappropriate and outside the scope of this Agreement and/or as unfair business conduct.
- the Company did not receive the additional and/or updated information and/or documentation required within the time frame determined by the Company

The Company may, but is not obliged to, open an internal investigation in order to verify its suspicions. During that time, the Company may suspend the Account, either by prohibiting additional deposits, declining Orders, declining or delaying any withdrawal requests, refunding balance and terminating existing Positions. The Client agrees that the Company shall not be liable for any loss, damage or expense of any kind which the Client may suffer as a result of such cases.

23.10.1 The Client understands and agrees that where the Company has sufficient reason to believe that the Client have been acting contrary to good faith or where the Client may have been engaged in illegal and/or immoral activity and/or in instances where the continuation of the provisions of Company's services may result in a breach of Firm's regulatory or other obligations, the Company has the right to temporarily and/or permanently suspend Client's access to the platform(s) and/or Account(s) and/or terminate the Agreement in its entirety and/or place any internal restrictions and/or take any other action as the Company may deem as fitting in the circumstances

23.11 The Client agrees that the Company shall not be liable for any loss, damage or expense of any kind which the Client may suffer as a result of Account Termination and/or Client's limited access to the Online Trading Facility.

23.12 Archiving of Accounts

23.12.1 The Company reserves the right to Deactivate and Archive Client's Account(s) if such Account(s) is/are qualified to be archived.

23.12.2 Accounts in which there is no remaining balance and there has been no trading activity for a period of 30 consecutive days will be considered by the Company as inactive. In such cases, the Company reserves the right to deactivate, delete any pending orders, remove any available credit and archive any such Account(s) without providing any notice to the Client.

23.12.3 The Client hereby agrees and authorizes the Company to deactivate and archive his/her Account(s) if they said Account(s) has/have met the criteria described in the paragraph 21.13.2 of the Agreement.

23.12.4 Should the Client wish to reactivate the account, it is provided that the Company may do so at its sole discretion, provided the Client meets the request to update his/her Verification Documents.

24. FORCE MAJEURE

24.1 The Company shall not be in breach of this Agreement and shall not be liable or have responsibility of any kind for any loss or damage incurred by the Client as a result of any total or partial failure, interruption or delay in the performance of this Agreement occasioned by any act of God, fire, war, civil, commotion, labor dispute, act of government, state, governmental or supranational body or authority, failure of any computer dealing system, any other breakdown or failure of transmission in communication facilities of whatever nature, between the Firm and the Client or any third-party whatsoever, or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control (a “Force Majeure Event”).

24.2 The Client acknowledges and agrees that the Company may, in its reasonable opinion, determine that a Force Majeure Event exists or is about to occur; as the case may be, we will inform you as reasonably practicable if it so determines.

24.3 If the Company determines that a Force Majeure Event exists or is about to occur then it may (without prejudice to any other rights under this Agreement and at its sole discretion) take such action as it deems necessary or appropriate in the circumstances and neither the Company, nor any of its directors, officers, employees, agents or advisers will be liable for any failure, hindrance or delay in performing its obligations under this Agreement or for taking or omitting to take any action pursuant to this subparagraph.

25. COMPLAINTS

25.1 Clients who wish to file a complaint must do so via email, sent directly to the Company’s Support Department, to the following email address: support@bidaskbit.com.

25.2 All Complaints shall be treated confidentially.

25.3 A Complaint must not include offensive language directed either to the Company or the Company employee(s).

25.4 Procedure

25.4.1 Once we receive your Complaint, we will provide you with a written acknowledgment (via email), confirming that we have received your Complaint and we are investigating it. You shall receive the aforementioned acknowledgment within 24 hours.

25.4.2 We will investigate your Complaint and reply to you within 20 working days, informing you about the outcome of our investigation and providing you with our Final Response regarding your Complaint.

25.5 Time Restrains

Any Complaint regarding Order Execution (i) price, (ii) cost, (iii) speed, and (iv) method shall be submitted to the Company in writing within one month from the execution of the problematic order.

No Complaint shall be valid if submitted after one month of its alleged occurrence and should be deemed to be settled in full upon the expiry of the said one-month period. The Client hereby waives any rights it may have inclusively the right to submit any complaint or claim or allegation outside the permitted time frame of one month from the day that the said alleged occurred, irrespectively of the nature of the event (i.e. trade, refund, etc.) or the size of the Complaint.

26. CLIENT'S STATEMENT

26.1 The Client warrants and represents to the Company that:

26.1.1 The Client is Legally of Age (as defined in this Agreement), sound mind and is capable of taking responsibility for his/her own actions.

26.1.2 The Client is duly authorized to enter into this Agreement, to give Orders, instructions and requests, appoint an Authorized Representative and to perform his/her obligations hereunder.

26.1.3 The Client is an individual who has completed the Registration Process or, if the Client is a legal entity, the person who has completed the registration on the Client's behalf is duly authorized to do so and has the authority to bind that legal entity to this Agreement.

26.1.4 The Client is not an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company, other entities in the Company or any affiliate thereof.

26.1.5 The Client has read the Risk Disclosure Notice and is fully aware that there is a risk of losing money when trading Instrument(s) and is fully responsible for any such loss. In relation to Client's losses he/she shall have no claims whatsoever against the Company or any of its partners or their respective directors, officers or employees.

26.1.6 All details provided by the Client to the Company either during the Registration Process or at any time thereafter, including as part of any payment deposit transaction, are true, up-to-date, correct and complete.

26.1.7 All actions performed under this Agreement will not violate any law, regulations or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected.

26.1.8 The Client has chosen the particular type of service and Instrument, taking his/her total financial circumstances into consideration and he/she considers it reasonable under such circumstances.

26.1.9 The Client acts for himself/herself and not as a representative or a trustee of any third person, unless the Client produced, to the satisfaction of the Company and at its sole discretion, and/or power of attorney enabling the Client to act as representative or trustee of any third person.

26.1.10 All funds deposited by the Client to his/her trading account belong to the Client, are free of any lien, charge, pledge and any other encumbrance and were not obtained by the Client, either directly or indirectly, from illegal activity. If the Company reasonably suspects that the client is in breach of the above warranty, it may, without derogating from its other rights under this agreement, to freeze the Account, either by prohibiting additional deposits, declining Order and/or declining or delaying any withdrawal requests, terminating existing Positions and/or any other means it is allowed or required to take. The Client agrees that the Company shall not be liable for any loss, damage or expense of any kind which the Client may suffer as a result of such cases.

26.1.11 The Client acknowledges that all Transactions will be performed only through the Trading Platform(s) provided by the Company and the Cryptocurrencies are not transferable to any other Trading Platform(s) whatsoever.

26.1.12 The Client agrees not to use the Trading Platform and/or give an Order or enter into Transaction within the definition of any market abuse law or in any other abusive way, including lag trading and/or usage of server latency, price manipulation, time manipulation or any other practices which are illegal and/or are utilized to give the Client an unfair advantage or which the Company considers, at its sole discretion, as inappropriate and outside the scope of this Agreement and/or as unfair business conduct.

26.1.13 The Client shall not allow any third party (including a relative) to use his/her Account, Access Codes or identity to access or use the Services (including depositing funds from third parties) or the Trading Platform and the Client shall be fully responsible for any activities undertaken on his/her Account by a third party using the Client's Access Codes.

26.1.14 The Client is solely responsible for any telecommunications networks and Internet access services and other consents and permissions required in connection with his/her use of the Website, the Trading Platform and the Services. Client shall be responsible for all access and service fees necessary to connect to the Website and the Trading Platform and assumes all charges incurred in accessing such systems. The Client further assumes all risks associated with the use and storage of information on his/her personal computer or on any other computer or electronic device through which the Client will gain access to the Website, the Trading Platform and the Services.

26.1.15 The Client will implement, operate and maintain appropriate protection in relation to the security and control of access to his/her computer, and against computer viruses or other similar harmful or inappropriate materials, devices, information or data.

26.1.16 The Client will not commit any acts or display any conduct that damages the reputation of the Company.

26.1.17 In order to communicate with the Company via email, the Client will use only this email address, which he/she has provided the Company with during the registration process.

26.1.18 The Client acknowledges that no representations were made to him by or on behalf of the Company which have in any way incited or persuaded him to enter into this Agreement.

26.1.19 The Client acknowledges and agrees that initiation of the business relationship between the Client and the Company occurs once the Client accepts the Terms and Conditions of Use.

27. AFFILIATES/INTRODUCING BROKERS

27.1 Personal Accounts are not qualified to receive rebates/commissions for introducing clients unless the Affiliate/Introducing Broker maintains 10 active client accounts with deposited funds.

27.2 An Affiliate/Introducing Broker can receive rebates/commissions from any number of client accounts that do not belong to the Affiliate/Introducing Broker.

27.3 It is at sole discretion of the Company to pay Affiliate/Introducing Broker commissions. Should the Company detect or suspect any irregularities, such as Affiliates/Introducing Brokers aim to generate commissions/rebates through manipulation of the service, trading system, bonuses, promotional offers, and/or suspected to have any direct or indirect influence over the trading accounts linked to the Affiliate/Introducing Broker, but not limited to, the Company has the right to refuse payment of all commissions and to take all necessary actions deemed necessary to protect it business.

28. INTERPRETATION OF TERMS

Unless indicated to the contrary, the defined terms included in the Terms and Conditions of Use shall have a specific meaning and may be used in the singular or plural as appropriate.

Access Code(s): Shall mean the username and password given by the Company to the Client for accessing the Trading Platform and/or Members Area.

Trading Account: Shall mean, the uniquely assigned account that is created for a Client when such Client opens a trading account with the Company.

Account Statement: Shall mean periodic statement of the Transactions credited or debited to an Account.

Agreement: Shall mean this Agreement, inclusive of all its annexes, appendices, addenda, attachments schedules and exhibits and amendments, as the same may be in force from time to time and modified and amended from time to time.

Ask Price: Shall mean the price at which the Company is willing to sell an instrument.

Balance or Cash Balance: Shall mean the funds available in a trading account that may be used for trading Cryptocurrencies.

Balance Currency: Shall mean the currency that the trading account is denominated in; it should be noted that all charges including spreads, commissions and swaps, are calculated in that currency.

Base Currency: Shall mean the first currency represented in the currency pair, for example in the BTC/USD pair the base currency is BTC.

Bid Price: Shall mean the price at which the Company is willing to Buy an instrument.

Closed Position: Shall mean the opposite of an open position, thereby nullifying it and eliminating the initial exposure. Thus, profit or loss will be settled.

Company's Website: Shall mean the website that belongs to the Company: www@bidaskbit.com

Contract: Shall mean any contract, unless the context otherwise requires, oral or written, for the purchase or sale of any Instrument or property, including without limitation, any derivative contracts, such as other transactions related thereto, entered into by and between the Company and its Client(s).

Declared Price: Shall mean the price that the Client requested for either a Market Order, Price Range or Limit Order and pending or an entry order.

Effective Date: Shall mean the date on which the Agreement enters into effect; a date when the Client initiates a business relationship with the Company.

Electronic Trading Platform(s): Shall mean online electronic trading platform(s) that is/are made available by the Company to its Clients for placing Orders, requesting Price Quotes for Transaction(s) and/or Contract(s), receiving price information and market related laws as well as having a real-time revaluation of their open positions, through the Internet, where Transactions and/or Contracts in Cryptocurrencies and other Instruments can be processed through deal Requests and Deal Responses, Settlement Trade Confirmations can be issued, Accounts can be managed and historical data can be stored and managed.

Equity: Shall mean the balance + Credit plus or minus any profit or loss that derives from any open position.

Execution Venue: Shall mean a market maker or another liquidity provider or an entity performing in a third country a similar function to the functions performed by any of the foregoing.

Cryptocurrencies: All instruments that the Company offers

Force Majeure: Shall mean any event beyond the reasonable control of the Company, which prevents the Company from complying with any of its obligations under this Agreement, including but not limited to: acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, embargo, rebellion, revolution, insurrection, military or usurped power, civil war, riot, commotion, strikes, go slows, lock outs, disorder and acts or threats of terrorism; acts and regulations of any governmental or supra national bodies or authorities that, in the Company's opinion, prevents the Company from maintaining an orderly market in one or more of the Cryptocurrencies in respect of which the Company deals on the Trading Platform(s); the occurrence of an excessive movement in the level of any Transaction and/or Financial Market and/or Underlying Instrument or the Company's anticipation of the occurrence of such a movement; any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or the failure of any relevant supplier, financial institution intermediate broker, agent or principal of the Company, custodian, sub-custodian, dealer, exchange, feed provider, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

Free Margin: Shall mean funds that are available for opening a position. It is calculated as: Free Margin = Equity – Margin.

Leverage: Shall mean the practice of using Margin in order to increase the potential return of an investment which also symmetrically increases a potential loss. Trading on leveraged capital means that the Client can trade in amounts significantly higher than the funds he/she has invested, which only serves as the margin.

Limit Order: Shall mean an instruction to open or close a Transaction at a price that may be available in the future which is executed in accordance with the Company's Order Execution Policy.

Lot: Shall mean the unit that represents the volume of a transaction. Lot sizes vary between instruments.

Market: Shall mean any market, exchange or multilateral trading facility on which Underlying Instruments are being traded.

Market Order: Shall mean an order in which the Company makes every effort to execute at the best available price. Generally, this order will be executed immediately. However, the price at which a market order will be executed is not guaranteed, and may be executed at a worse or better price.

Mark-UP: Shall mean the additional spread added on the bid or ask quotes received from the various liquidity providers.

Margin or Margin Used: Shall mean the committed funds for the purposes of maintaining an open position.

Margin Call: Shall mean the situation, which occurs when the account's equity is about to drop below the margin requirement needed to maintain open position(s).

Margin Level: Shall mean the Equity to Margin ratio calculated as Margin Level = Equity / Margin.

Negative Slippage: Shall mean the difference between the expected executed price of an order, and the price at which the order is actually executed due to market conditions.

Online Trading Facility: Shall mean both the Client's Secure Personal Area and Trading Platform

Open Position: Shall mean any transaction or contract which resulted from an executed order, and which is still in effect, unsettled, non-concluded, by assuming varying profit or loss in accordance with price movements of financial instrument(s).

Over the Counter (OTC): Shall mean trading of Cryptocurrencies and other Financial Instruments directly between two parties, outside of an exchange traded environment.

Party: Shall refer to the Company and/or its Client(s), as the case may be, as it appears from the context in which the term is used in this Agreement; the Company and its Client(s) may collectively, be referred to in this Agreement as the "Parties".

Pending Order or Entry Order: Shall mean either a buy stop, or sell stop, or buy limit, or sell limit order. An order to be executed at a later time and at a price that the Client has specified.

Politically Exposed Person: Shall mean a natural person who has its place of residence in a European Union Member State or in third countries, and who is or has been, or any of its immediate family members or persons known to be close associates of such person are or have been, entrusted with prominent public functions.

Positive Slippage: Shall mean the difference between the expected executed price of an order, and the price at which the order is actually executed at. In this case the order executes at a better price.

Price Gap: Shall mean an area on a chart where the price of a financial instrument moved sharply up or down with little or no trading in between. As a result, the asset's chart shows a "gap" in the normal price pattern.

Price Range or Limit Order: Shall mean an order to sell a financial instrument at no less than a specific price or to buy a financial instrument at no more than a specific price.

Read - only Status: As the account is turned to Read-only Status, this means that NO trading activity can be performed by and/or on the behalf of the Client. The Client cannot open any position or close any existing positions but he/she is able to log in to his/her account and read his/her trading history.

Registration Process: Or Online Account Opening Procedure shall mean the Client's application to open an Account with the Company which includes, but not limited to, the provision of the Client's personal and financial details and the identification, and verification of the Client by the Company which shall conclude in either opening an Account or the rejection of the application.

Stop Loss: Shall mean an instruction that is attached to an open order if the type is a market order and an instruction that is attached to a price range or limit order before execution for minimizing loss. In the case of market order negative or positive slippage might occur.

Spread: Shall mean the difference between the Bid and Ask prices quoted in the Company's trading platforms.

Financing: Shall mean the interest rate credited or debited on the open position.

Take Profit: Shall mean an instruction that is attached to an open order if the type is a market order and an instruction that is attached to a price range or limit order before execution for securing profit. In the case of a market order negative or positive slippage might occur.

Terms: Shall mean these Terms and Conditions which governs Company's relationship with its Clients.

Trading Account: Shall mean the account, which has a unique number, maintained by a Client for the purposes of trading Cryptocurrencies and other Financial Instruments through the Company's trading platform(s).

Bad Pricing: Shall mean a bid or ask price that was quoted in the Company's trading platform which doesn't represent the actual market and has a significant gap.

Trailing Stop: Shall mean a stop loss order input in terms of points (pips) below the market price - for a long position and above the market price – for a short position. The trailing stop price is adjusted as the price fluctuates.

29. GDPR

Please note that we process your personal data properly, fairly, and in a transparent manner in accordance with the applicable law.

We may provide your data to our partners as listed below:

IT service providers (administration, development, and support of information systems)

- Cloud service providers
- Payment service providers
- Advertising and marketing agencies
- Document and data archiving companies
- Providers of legal services
- Debt collection agencies or subjects
- Loyalty program partners
- Subjects that issue payment cards and process card transactions
- Financial intermediaries