

CEX.IO BROKER TERMS OF USE

Last update: 9th day of September, 2020

The Terms of Use constitute an electronic agreement between the User (a natural or legal entity) (hereinafter the “User”) of <https://broker.cex.io/> (hereinafter the “Website”) and Digital Markets LLC incorporated in St.Vincent and the Grenadines with company number 135 LLC 2019 and whose registered office is First Floor, First St. Vincent Bank Ltd Building, James Street, Kingstown, St. Vincent and the Grenadines (hereinafter the «Company»).

The Terms of Use governs all trading activity of the User and contain important provisions, which the User must consider carefully when choosing whether to visit the Website and use the services and products of the Company PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE AGREEING TO THEM.

The User is solely responsible for understanding and complying with any and all laws, rules and regulations of his specific jurisdiction that may be applicable to the User in connection with the use of any and all services and products of the Company.

TRADING CONTRACT FOR DIFFERENCES CARRIES A HIGH LEVEL OF RISK AND CAN RESULT IN THE LOSS OF THE USER'S ENTIRE INITIAL DEPOSIT.

The Terms of Use incorporate Privacy Policy as well as any other policies published on the Website by reference, so by accepting the Terms of Use, the User agrees with and accepts all the policies published on the Website.

IF THE USER DOES NOT ACCEPT THESE TERMS OF USE, THE USER SHALL NOT ACCESS THIS WEBSITE AND SHALL NOT USE ANY OF COMPANY'S SERVICES AND PRODUCTS.

1. DEFINITIONS

1.1. Capitalized terms used in this Terms shall be interpreted in accordance with the definitions provided below.

1.1.1. **Account:** means unique personified account registered in the name of the User and which contains all of the User's operations on the Website of the Company.

1.1.2. **Close fee:** means a commission for closing the Position that charged at the moment of the Order execution.

1.1.3. **Cryptocurrency:** means peer-to-peer decentralized digital representation of value (e.g. bitcoins, ethers, etc.).

1.1.4. **Equity:** means the User's balance including all profits/loss from opened positions if the User will currently close them at market price.

1.1.5. **Exposure limit:** means a limit which is set for the maximum allowable exposure per one Account in the amount prescribed in the Clause 9.9 hereto.

1.1.6. **Financial Instruments:** means the Financial Instruments as per article 3.3 below that are available on the Website.

1.1.7. **Force Majeure:** means the circumstances under which it is impossible the fulfillment by the Company fully or partially execute its obligations under the Terms of Use namely: fire, acts of God, war, any kind of military operations, blockades, strikes, the adoption of laws and regulations that interfere with the fulfillment of the obligations specified in the Terms of Use.

1.1.8. **Margin:** means the amount of money the User needed to open and maintain a leveraged trading position.

1.1.9. **Margin Trading:** means leverage trading when the User may trade with borrowed Funds instead of his own.

1.1.10. **Open fee:** means commission for opening the Position that charged at the moment of the Order execution.

1.1.11. **Rollover fee:** means commission for the extension of an open Position.

1.1.12. **Risk level:** means an amount in percent which is calculated by the following formula: $\text{Equity}/\text{Margin} \times 100\%$.

1.1.13. **Services:** means all and any kind of service provided by the Company.

1.1.14. **Storage fee:** means commission for the Company's service of balances storing from the abandoned Accounts.

1.1.15. **Transaction:** means actions performed at the User's Account following an order placed by the User and opening/closing of the trade positions.

1.1.16. **User:** means a person or an entity that uses the Services, agrees to follow the Terms of Use and is a holder of an Account.

1.2. Words used in the singular shall, where the context so admits, include the plural, and vice-versa and words used in the masculine shall include the feminine.

2. SCOPE OF THE TERMS OF USE

2.1. The Services allow all Users of the Website to make Transactions with Contract for Differences in Cryptocurrencies (hereinafter – “CFDs”).

2.2. Depending on the User's place of residence, the User may not be able to use all the functions of the Website. It is the User's responsibility to follow those rules and laws in his place of residence and/or place from which the User accesses this Website.

2.3. The Company provides Services only to the residents from the following list of countries.

3. SUBJECT OF THE TERMS OF USE & PROVISION OF SERVICES

3.1. The subject of the Terms of Use shall be the provision of Services to the User by the Company under the Terms of Use and through the Website.

3.2. The Company shall carry out all Transactions in relation to one or more Financial Instruments.

3.3. Financial Instruments (hereinafter – “Underlying Instrument”) (the list below shall not be regarded as exhaustive):

3.3.1. Financial Contracts for Differences in the following currency pairs (the list below shall not be regarded as exhaustive):

3.3.1.1. BTC/USD;

3.3.1.2. BTC/EUR;

3.3.1.3. ETH/USD;

3.3.1.4. ETH/EUR;

3.3.1.5. ETH/BTC;

3.3.1.6. LTC/BTC;

3.3.1.7. LTC/USD;

3.3.1.8. USDT/USD.

3.4. Subject to the provisions of the Terms of Use, the Company agrees to provide the User with the Services:

3.4.1. Being of age of maturity in accordance with the jurisdiction the User resides in or is a resident of, is of legal competence and of sound mind;

3.4.2. Not residing in any country where distribution or provision of the financial products or services offered by the Company would be contrary to local laws or

regulations. It is the User's responsibility to ascertain the terms of and comply with any local laws or regulations to which they are subject.

3.5. The Company reserves the right, at its discretion, at any time to refuse to provide the Services to the User and the User agrees that the Company will have no obligation to inform the User of the reasons.

4. THE USER'S RIGHTS AND RESPONSIBILITIES

4.1. The User has the right to enter and use the Website and the Services, as long as he agrees to and actually complies with the Terms of Use. By using the Website, the User agrees to accept and comply with the terms and conditions stated herein.

4.2. The User undertakes to read the entire Terms of Use carefully before using the Website or any of the Services provided by the Company.

4.3. The User undertakes to comply with any and all applicable laws and regulations related to the use of the Services.

4.4. The User undertakes to always monitor all and any changes on his Account, including but not limited to the balance matters.

4.5. Submit with the Company any Order on the Website in accordance to and subject to Terms of Use.

4.6. The User acknowledge that in case if it has been more than twelve (12) month since the User signed in with his Account the Company has the right to qualify this Account as abandoned. In that case Storage fee will be applied to such Account with seven (7) days prior email notification to the User in amount specified in article 12.5 of the Terms of Use.

4.7. The User is responsible for maintaining the confidentiality of information on his Account, including, but not limited to his password, email, wallet address, wallet balance and of all activities including Transactions made via his Account. If there is any suspicious activity related to the User's Account, the Company may request additional information from the User, including authenticating documents and freeze the Account for the review time.

4.8. The User undertakes to use the Account on his own and not to transfer any personal information with help of which other person can access the User account.

4.9. The User agrees that all actions conducted on the User's Account are recognized as those made on behalf of the User and on the User's own discretion.

4.10. The User undertakes not to use the Service to perform criminal activity of any sort, including but not limited to, money laundering, financing terrorist organizations, or malicious hacking.

4.11. The User acknowledge that User Account may be frozen at any time in case of suspicious transaction for the internal investigation within reasonable time.

4.12. The User acknowledge that User's Account may be frozen in case of the request of any competent authority investigating a fraud or any other illegal activity within reasonable time.

4.13. Users are solely responsible for determining whether any contemplated Order or Position is appropriate for him/her based on the User's personal goals, financial status and risk willingness.

4.14. Users are prohibited from engaging in any kind of market manipulation actions which specifically includes, without limitation: front-running, wash trading, spoofing, layering, churning, and quote stuffing. For general understanding market manipulation actions are actions taken by any User or a person acting in concert with a User which are intended to (i) deceive or mislead other Users; (ii) artificially control or

manipulate the price or trading volume of Funds; (iii) aid, abet, enable, finance, support or endorse either of the above. This may include actions on the Website and/or outside of the Website. Actions regarded by Company as market manipulation will result in blocking User's Account with the right to use blocked funds for reimbursement of negative consequences appeared due to mentioned manipulation at sole discretion of the Company.

4.15. The User shall be solely responsible for all filings, tax returns and reports on any Order or Position which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Website operation.

5. REFUND PROCEDURE

5.1. In case User accidentally or by mistake deposited the Cryptocurrency to his Account and cannot withdraw it, because the User did not pass the identity verification, the User should either go through the identity verification procedure or request a refund procedure by refund request.

5.2. After receiving a refund request, the Company conducts Anti-Money Laundering procedure regarding the User's funds and decides whether refund is possible.

5.3. If the Company will make decision to refund User funds, then these funds will be sent to the address from where they were sent.

5.4. In case User funds does not pass the Anti-Money Laundering procedure, then the Company will be forced to contact the appropriate authorities and they will decide on the future of the User funds.

6. USER ACCOUNT LIQUIDATION

6.1. The User acknowledge that he has the opportunity to liquidate User Account by submitting a liquidation request.

6.2. The User is obliged to withdraw all funds from User account before liquidation request.

6.3. When the Company receives a request to liquidate User account, it froze User account and gives the User thirty (30) days to provide the Company with clear instructions on where to withdraw the remaining funds.

6.4. The User agree that if, after expiration of thirty (30) days from the date of liquidation request reception, the Company does not receive instructions regarding the withdrawal of the User's funds, the Company has the right to write off the remaining funds from the User's account to its account with seven (7) days prior notice.

7. COMPANY'S REPRESENTATIONS AND WARRANTIES

7.1. The Company shall provide the Services to the User with reasonable care and skill and in accordance with the Terms of Use.

7.2. The Company represents and warrants that the Position can exist until the moment of its cancellation by the User or it can be automatically liquidated by the Website if there is a lack of own User's funds on his account to support the Position.

8. FINANCIAL OR LEGAL ADVICE

8.1. The Company is not providing the User with any investment, legal, regulatory or other form of advice. The User is required to rely on his own judgement (with or without the assistance of an advisor) in using Company's Services.

8.2. In asking the Company to provide its Services, the User represent that he has been solely responsible for making his own independent appraisal and investigation into the risks of the Company's Services on CFDs. The User represent that he has sufficient knowledge, market sophistication, professional advice and experience to make his own evaluation of the merits and risks of any Order or Position.

8.3. The User is not entitled to ask the Company to provide him/her with investment advice relating to any Company's Service or to make any statement of opinion to encourage the User to open a particular Order or close the Position

8.4. The Company may, at the Company's absolute discretion, provides information:

8.4.1. in relation to any Service about which the User has enquired, particularly regarding procedures and risks attaching to the Order or Position and ways of minimising risk; and

8.4.2. by way of factual market information.

8.5. However, the Company will be under no obligation to disclose such information to the User and in the event of the Company supplying such information it will not constitute an investment advice.

8.6. The User shall be liable for all Orders given through his security information and any Orders received in this manner by the Company shall be considered to has been given by the User.

8.7. So long as any Order are submitted through the Account of the User, the Company shall reasonably assume that such Orders are submitted by the User and the Company shall not be under any obligation to investigate further into the matter.

9. ORDER

9.1. For submitting the Order the User should choose the Underlying Instrument offered by the Company.

9.2. The User can open such kinds of the Order as "buying"/ "selling" and set parameters such as whether it's a long or short position, leverage and invested amount

9.3. The Company provides such leverages as 1:2, 1:3, 1:5, 1:10.

9.4. The User acknowledge that the Company can change or stop providing any leverage with three (3) days User prior notification.

9.5. The Company reserve the right to reduce or increase the leverage for the Underlying Instrument.

9.6. The User acknowledge that trading using leverage can result in losses. To the extent the User trades with leverage, this will magnify his gains and losses. Small price changes can result in significant losses or gains.

9.7. The Company reserves the rights to decline any Order, at any time, in its sole discretion. The Company further reserves the right to cancel, modify, suspend or discontinue, temporarily or permanently at any time in its sole discretion any existing Order and/or the ability to place any Orders including without limitation, limit Orders such as stop loss, take profit, buy limit and/or sell limit, either generally or with respect to a specific instrument.

9.8. The User shall be responsible for monitoring all his Orders until the Website confirm opening of the Position or cancellation of the Order.

9.9. The User acknowledges that the Website system has a default Exposure limit in the amount of one hundred thousand of US dollar (USD 100,000.00) per one Account.

9.10. In case the User wants to increase this default Exposure limit the User can write such request to CEX.IO Broker support via support@cexbro.com.

9.11. The User acknowledges and agrees that in case when a default Exposure limit will be reached by the User the Company has the right to refuse to open new orders.

10. POSITION

10.1. The User can take both “long” and “short” positions. If the User take a long position, his profit from a rise in the Underlying Instrument, and the User lose if the price of the Underlying Instrument falls.

10.2. If the User takes a short position, his profit from a fall in the price of the Underlying Instrument and lose if the underlying price rises.

10.3. The User acknowledge that dealing in CFDs does not provides the User any beneficial interest in the Underlying Instrument nor any right to acquire the Underlying Instrument itself. This is different from direct trading in the Underlying Instrument where the User acquires a beneficial interest in the actual financial instrument. As the holder of a CFD, the User does not have a beneficial interest in the Underlying Instrument and the User has none of the rights of an investor who holds the financial instrument itself.

11. NEGATIVE BALANCE PROTECTION

11.1. The User acknowledges that CFDs are complex derivative products and are not suitable for all investors. When trading CFDs, the User should not use money that the User cannot afford to lose, however the User cannot lose more than the User has in his Account.

11.2. The Company reserves the right to close any or all the User’s open positions at the current market price without any notice to the User whether the User’s Account will reach the Risk level limit.

11.3. The Company reserves the right to amend the Risk Level on its own consideration at any time.

11.4. The User acknowledges and agrees that it is the User’s own obligation to track the Risk level on the his Account.

12. CHARGES

12.1. The Company shall be entitled to receive charges from the User for the Services, provided by the Company.

12.2. The Company will charge the User with Open fee for the Order execution in the moment of the opening of the Position in the following amounts:

- 0,05% - with regard to all other pairs excluding USDT/USD;
- 0,01% - with regard to only USDT/USD pair.

12.3. The Company will charge the User with Close fee for the Order execution in the moment of the closing of the Position in the following amounts:

- 0,05% - with regard to all other pairs excluding USDT/USD;
- 0,01% - with regard to only USDT/USD pair.

12.4. The Company will also charge the User with Rollover fee of 0,01%:

- in 4 hours for extension of the open Position with regard to all other pairs excluding USDT/USD;
- in 8 hours for extension of the open Position with regard to only USDT/USD pair.

12.5. The Company has right to reduce or increase the Open fee, Rollover fee with prior five (5) calendar days notification of the User.

12.6. The Company will charge 0,1% Storage fee of the User's abandoned Account's balance. Abandoned Accounts with zero balances shall be deactivated.

12.7. The Company reserve the right to reduce or increase the Storage fee with prior seven (7) days notification of the User.

13. SERVICES AVAILABILITY

13.1. All Services are provided "AS IS", without guarantees of any kind, either expressed or implied.

13.2. The Company does not guarantee uninterrupted Service, safe and errors-free, and immunity from unauthorized access to the Website' servers nor disruptions caused from damages, malfunctions or failures in hardware, software, communications and systems in the User's computers and in the Company's suppliers.

13.3. Supplying services by the Company depends, inter alia, on third parties and the Company bears no responsibility for any actions or omissions of third parties and bears no responsibility for any damage and/or loss and/or expense caused to the User and/or third party as a result of and/or in relation to any aforementioned action or omission.

14. SUSPENSIONS AND DE-LISTINGS

14.1. If an Underlying Instrument to which a CFD relates is suspended or has halted trading for whatever reason, the Company may suspend trading in the CFD.

14.2. The Company will warn the User about the future delisting of a certain cryptocurrency and will give a reasonable time to the User to cancel Orders or close open Positions.

14.3. After the date specified by the Company, the Website will cease to accept Orders with a cryptocurrency that will be delisted.

14.4. Also, after the specified date, the Website will restrict the User's ability to close open Positions with a cryptocurrency that will be delisted.

14.5. If the User has not closed his Position with a cryptocurrency that will be delisted, then the Website itself will closes User's Position at market value, regardless of whether it was profitable or unprofitable.

15. TERMINATION OF THE TERMS OF USE

15.1. The User may terminate the Terms of Use and close his Account at any time, following settlement of any pending Order/Position.

15.2. The User also agrees that the Company may, by giving notice, at its sole discretion terminate his access to the Website and to his Account, including without limitation, the Company's right to: limit, suspend or terminate the service and the Users' Accounts, prohibit access to the Website and its content, Services and tools, delay or remove hosted content and take technical and legal steps to keep the Users off the Website if the Company thinks that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties or acting inconsistently with the letter or spirit of the Terms of Use. Additionally, the Company may, in appropriate circumstances and at the Company discretion, suspend or terminate Accounts of Users for any reason, including without limitation: (1) attempts to gain unauthorized access to the Website or another User's account or providing assistance to others' attempting to do so, (2) overcoming software security features limiting use of or protecting any content,

(3) usage of the Service to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities, (4) violations of these Terms of Use, (5) failure to pay or fraudulent payment for Transactions, (6) unexpected operational difficulties, or (7) upon the request of law enforcement or other government agencies, if deemed to be legitimate and compelling by the Company, acting at its sole discretion.

16. AMENDMENT

16.1. The Company reserves the right to amend or modify any portion of the Terms of Use at any time by publishing the revised version of the Terms of Use on the Website. The changes will become effective and shall be deemed accepted by the User, the first time the User uses the Services after the publishing of the revised Terms of Use and shall apply on a going-forward basis with respect to any activity initiated after publishing. In the event that the User does not agree with any such modification, the User's sole and exclusive remedy is to terminate the use of the Services and close the Account. The User agrees that the Company shall not be liable to the User or any third party as a result of any losses suffered by any modification or amendment of these Terms of Use.

17. FORCE MAJEURE

17.1. If the Company is unable to perform the Services outlined in the Terms of Use due to the factors beyond its control including but not limited to the event of Force Majeure, the Company will not have any responsibility to the User with respect to the Services provided hereunder and for a time period coincident with the event.

18. INDEMNITY

18.1. The User agrees to protect, defend, indemnify and hold harmless the Company and its officers, directors, employees, agents and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by the Company directly or indirectly arising from (i) the User's use of and access to the Website or the Services found at the Website; (ii) the User's violation of any provision of the Terms of Use or the policies or agreements which are incorporated herein; and/or (iii) the User's violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of the Terms of Use or the User's use of the Website or the Services found on the Website.

19. LINKS TO THIRD-PARTY WEBSITES

19.1. The Website and the Services found at the Website may contain links to third-party websites that are not owned or controlled by the Company. The Company assumes no responsibility for the content, terms and conditions, privacy policies or practices of any third-party websites. In addition, the Company does not censor or edit the content of any third-party websites. By using the Website or the Services found at the Website, the User expressly release the Company from any and all liability arising from the User's use of any third-party website. Accordingly, the Company encourages the User to be aware when the User leaves the Website, or the Services found at the Website and to review the terms and conditions, privacy policies and other governing documents of any other website that you may visit.

20. LIMITATION OF LIABILITY

20.1. In no event shall the Company, its officers, directors, employees, agents, and all third party service providers be liable to the User or any other person or entity for any direct, indirect, incidental, special, punitive or consequential damages whatsoever, including any that may result from (i) accuracy, completeness or content of the Website, (ii) accuracy, completeness or content of any websites linked (through hyperlinks, banner advertising or otherwise) to the Website, (iii) the services found at the Website or any websites linked (through hyperlinks, banner advertising or otherwise) to the Website, (iv) personal injury or property damage of any nature whatsoever, (v) third-party conduct of any nature whatsoever, (vi) any unauthorized access to or use of our servers and/or any and all content, personal information, financial information or other information and data stored therein, (vii) any interruption or cessation of Services to or from the Website or any websites linked (through hyperlinks, banner advertising or otherwise) to the Website, (viii) any viruses, worms, bugs, trojan horses or the like, which may be transmitted to or from the Website or any websites linked (through hyperlinks, banner advertising or otherwise) to the Website, (ix) any User content or content that is defamatory, harassing, abusive, harmful to minors or any protected class, pornographic, "x-rated", obscene or otherwise objectionable and/ or (x) any loss or damage of any kind incurred as a result of the User's use of the Website or the services found at the Website, whether based on warranty, contract, tort or any other legal or equitable theory and whether or not the Company is advised of the possibility of such damages.

20.2. In addition, the User specifically acknowledge and agree that any cause of action arising out of or related to the Website or the Services found at the Website must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred. In addition, the User specifically acknowledge and agree that in no event shall the Company total aggregate liability exceed the total amount of all commissions paid by the User to the Company for the last two (2) months.

20.3. Under no circumstances will the Company hold responsibility for direct or indirect damage of any kind, even if the Company had been notified of the possibility of aforementioned damages.

20.4. The foregoing limitation of liability shall apply to the fullest extent permitted by law and shall survive any termination or expiration of the Terms of Use or the User's use of the Website or the Services found at the Website.