

TERMS AND CONDITIONS

Effective Date: 01.09.2023

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE YOU USE THIS WEBSITE OR ANY OF THE COMPANY SERVICES.

1. INTRODUCTION.

- 1.1 These Terms and Conditions shall regulate the relationship between DEX GlobalPay UAB (hereinafter referred to as „**DEX GlobalPay**“, „**Company**“, „**we**“, „**us**“, „**our**“, as appropriate) with registered address Žalgirio g. 88-101, 09301 Vilnius, Lithuania and any person being either a natural person or a legal entity (hereinafter referred to as „**Customer**“, „**you**“, „**your**“, „**yourself**“, as appropriate), who has successfully opened an account and agreed to the current Terms and Conditions during the registration procedure.
- 1.2 DEX GlobalPay UAB (operating under the brand name „DEX GlobalPay“) is a company incorporated under the laws of Lithuania, with registration number 306283394 The Company is performing activities on the basis of the active and valid crypto-currency authorization, supervised by the Lithuanian Financial Crime Investigation Service (hereinafter, the „**FCIS**“), and is therefore authorized to provide the following services: • Virtual Currency wallet service, including storage of the Virtual Currency funds and issuing of encrypted user keys; • Virtual Currency to Fiat Currency exchange; • Fiat Currency to Virtual Currency exchange; • Virtual Currency to Virtual Currency exchange (the „**Services**“).
- 1.3 These Terms and Conditions are effective as of the date Customer accepts the Terms and Conditions by clicking “Accepted and Agreed To” (the “**Effective Date**”). Customer’s use of and Company’s provision of the Services are governed by these Terms and Conditions and other documents that form the Agreement as defined in Section 2.7. of these Terms and Conditions.
- 1.4 THE CUSTOMER ACKNOWLEDGES AND CONFIRMS THAT HE/SHE HAS READ THESE TERMS AND CONDITIONS AND LEGAL DOCUMENTATION that form the Agreement as defined in Section 2.7. of these Terms and Conditions, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS. By accepting the Terms and Conditions, the Customer enters into a legally binding agreement with the Company. By accepting the Terms and Conditions, Customer also agrees with and accepts all policies published on our website.
- 1.5 If you do not agree to be legally bound by the Terms and Conditions and the Agreement, do not click “ Accepted and Agreed To ” and please do not visit, access, or use Company’s Services and/or website in any capacity or manner. Whether or not you click “ Accepted and Agreed To,” if you sign up for an account and use Company in any capacity or manner, you agree, by virtue of any such action, to be legally bound by the Agreement (including any changes or amendments) in its entirety.
- 1.6 Before engaging with any actions related to the use of our Services, please consider the risks of conducting transactions and dealings with Digital Assets.
- 1.7 The Company is entitled to refuse the provision of any of the Services to the Customer, at any time, without being obliged to inform the Customer of the reasons to do so in order to protect the legitimate interests of both the Customer and the Company. Likewise, the Company may, at any time and in its sole discretion, refuse to execute any transaction, refuse to accept any submitted order, impose limits on the transaction amount or impose any other condition or restriction upon the Customer’s use of the Service, the Website and/or the Trading Platform, without prior notice.

2. DEFINITIONS AND INTERPRETATION.

- 2.1 For purposes of these Terms and Conditions, capitalized terms shall have the meanings set forth below. Capitalized terms utilized in these Terms and Conditions and not defined have the meaning set forth in the the other documents that form the Agreement as defined in Section 2.7. of these Terms and Conditions, or such other applicable document between the Customer and the Company relating to its access to and use of the Services.
- 2.1.1 „**Access Code**“ means the username and password given by the Company to the Customer for accessing the Trading Platform.
- 2.1.2 „**Account**“ means any account created by or on behalf of Customer for access to and use of any of the Services. Account provides access to the Trading platform and contains all of the Customer’s Transactions and Orders.
- 2.1.3 „**Affiliate**“ means any entity that directly or indirectly controls, is controlled by, or is under common control with the Company or the Customer.
- 2.1.4 „**AML (anti-money laundering)**“ means any laws, regulations, rules or guidelines relating to money laundering, including, without limitation, financial recordkeeping, reporting requirements and anti-money laundering program requirements, which apply to the Company or the Customer.
- 2.1.5 „**Applicable law**“ shall mean all civil and common laws, statutes, subordinate legislation, treaties, regulations, directives, decisions, by-laws, ordinances, circulars, codes, orders, notices, demands, decrees, injunctions, resolutions, rules and judgments of any government, quasi-government, statutory, administrative or regulatory body, court, agency or association by which any member of the Company or the Customer are bound in any jurisdiction applicable to the receipt or performance of the Services.
- 2.1.6 „**Company**“ means DEX GlobalPay UAB, with registered address Žalgirio g. 88-101, 09301 Vilnius, Lithuania.
- 2.1.7 „**Control**“ (including, with correlative meaning, the terms “controlled by” and “under common control”) means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.
- 2.1.8 „**Customer**“ means any person being either a natural person or a legal entity, who has successfully opened an account and agreed to the current Terms and Conditions during registration procedure.
- 2.1.9 „**Digital Assets**“ mean Digital Currencies, their derivatives or other types of digitalized assets with a certain value.
- 2.1.10 „**Digital Currencies**“ mean encrypted or digital tokens or cryptocurrencies with a certain value that are based on blockchain and cryptography technologies and are issued and managed in a decentralized form.
- 2.1.11 „**Fiat Currency**“ means government-issued currency, that is designated as legal tender in its country of issuance through government decree, regulation, or law;
- 2.1.12 „**Funds**“ mean Fiat Currency or Digital Assets;
- 2.1.13 „**Trading Platform**“ means the Company’s online trading system which includes the aggregate of its computer devices, software, databases, telecommunication hardware, a trading platform, mobile applications, all programs and technical facilities, making it possible for the Customer to enter into Transactions, place and delete Orders, receive notices from the Company and keep record of Transactions and calculating all mutual obligations between the Customer and the Company.
- 2.1.14 „**Parties**“ means the Company and/or the Customer.
- 2.1.15 „**KYC (Know Your Customer)**“ means the process of identifying and verifying the identity of the Customer through independent and reliance source of documents, data or information.
- 2.1.16 „**Order**“ means an instruction from the Customer to make a Transaction through the Trading platform.

- 2.1.17 **“Company’s Technology”** means, (i) the Services, the Trading Platform, Mobile Apps, Documentation, Company’s website(s) and any content published on the Company’s websites, including all page headers, custom graphics, button icons and scripts, (ii) any training materials, support materials, templates, tools, methodologies or know-how, (iii) Company’s Confidential Information and (iv) any modifications or derivative works of the foregoing.
- 2.1.18 **„Transaction“** means any transaction (buy or sell) in Digital Assets arranged for execution on behalf of the Customer under these Terms and Conditions.
- 2.1.19 **“Update”** means updates, variations, modifications, alterations, additions, enhancement, functional changes, upgrades, hot fixes, patches, workarounds to the Trading Platform.
- 2.1.20 **„Website“** means the website at www.dex-gp.com, owned and operated by the Company, or such other website as the Company may maintain from time to time.
- 2.2 The headings of the Sections are only used for facilitating the reference and they do not affect their interpretation.
- 2.3 All the words that denote only the singular number will also comprise the plural, and vice versa, and the words that denote natural persons will comprise legal persons and vice versa.
- 2.4 The neutral gender, it comprises the masculine and feminine gender and vice versa, unless the text determines differently.
- 2.5 References to any law or regulation will be considered to comprise references to this law or regulation as this can be altered or replaced from time to time or, similarly, to be extended, re-enacted or amended.
- 2.6 References to any agreement (including, without prejudice of generality of the aforementioned, the Agreement) or other document will be considered to include references to it, as this can be altered, amended, renewed or replaced from time to time and to all the agreements and documents that are denoted as complementary to it.
- 2.7 The following documents, including its schedules and addenda, shall be deemed to form the Agreement between the Company and the Customer (hereinafter referred to as the **“Agreement”**), and be read and constructed as part of the Agreement:
- 2.7.1 Terms and Conditions;
 - 2.7.2 Privacy Policy;
 - 2.7.3 Cookies Policy;
 - 2.7.4 AML and KYC Policy
 - 2.7.5 Complaints Policy
 - 2.7.6 Refund Policy

In addition, when using some features of the Services, you may be subject to specific additional terms and conditions applicable to those features.

3. AGE ELIGIBILITY AND REQUIREMENTS

- 3.1 The services are available only to and may be used by individuals or legal entities who/which have not previously been suspended or removed from using the Services and who/which are eligible to form legally binding contracts under the laws applicable in their country of residence or in their country of incorporation. If you are an individual, you must be a resident of any country other than the Restricted countries and Jurisdictions and at least 18 years old, or the age of majority in your state of residence to open an Account and use the Services. If you are a legal entity, the legal entity must be organized in, operating in, or a resident of, any country other than the Restricted countries and Jurisdictions to open an Account and use the Services.
- 3.2 Services covered by this Terms and Conditions are not addressed to:
- a) a United States citizen, resident, a national or protected individual under 8 USC 1324b(a)(3); a corporation or partnership organised under the Laws of the United States; a United States financial institution and its affiliates, branches, offices or agents incorporated, organised or

located in the United States; a trust controlled by a U.S. citizen, resident, national, protected individual, company or financial institution; a legal entity organised or incorporated outside the United States, where a U.S. legal entity: 1. Holds a 50% or greater equity interest by votes or value of the entity. 2. Holds a majority of seats or memberships on the entity's board of directors. 3. Directs, authorises, or otherwise controls the entity's actions, decisions or operations.

- b) residents of: Iran, Myanmar, North Korea.
- c) Russian nationals or natural persons residing in Russia, or legal persons, entities or bodies established in Russia, if the total value of crypto-assets of the natural or legal person, entity or body per wallet, account or custody provider exceeds EUR 10 000 (it shall not apply to nationals of a Member State, of a country member of the European Economic Area or of Switzerland, or to natural persons having a temporary or permanent residence permit in a Member State, in a country member of the European Economic Area or in Switzerland)
- d) a jurisdiction where it would be illegal according to Applicable laws for you (by reason of your nationality, domicile, citizenship, residence or otherwise) to access or use the Services or the Trading Platform;
- e) or where the publication or availability of the Services or the Trading Platform is prohibited or contrary to local law or regulation, or could subject any member of the Company to any local registration or licensing requirements ((hereinafter collectively referred to as the “**Restricted Countries and Jurisdictions**”). This might not be an exhaustive list of the Restricted Countries and Jurisdictions. The list of Restricted Countries and Jurisdictions is updated as required and posted on the Website. The Customer should consult the Website prior to accessing the Account and/or the Trading Platform.

It is the Customer's obligation to verify the relevant laws in the Customer's jurisdiction before commencing the registration procedure, applying for an Account and using the Services and/or the Trading Platform.

- 3.3 The Customer shall acknowledge, agree and understand that if she/he travels to any Restricted countries and Jurisdiction, the Services may not be available and the Customer's access to the Services may be blocked. The Customer shall acknowledge that this may impact his/her ability to trade on the Trading Platform or otherwise use the Services. The Customer shall not attempt in any way to circumvent any such restriction, including by the use of any virtual private network to modify his/her internet protocol address.
- 3.4 Further, Services covered by this Terms and Conditions are not addressed to an entity or individual on the European Union and/or United Nations (“UN”) Security Council Consolidated List, or any other applicable national, international, regional or foreign government watchlists or sanction list, or affiliated with companies, groups and entities subject to such sanctions, or otherwise represent such natural or legal person. In the event that we are required, in accordance with any sanctions program or watchlist or sanction list, or our policies designed to comply with these sanctions programs and lists, we may: (i) suspend your Account; (ii) terminate your Account; (iii) restrict your Account; (iv) return Funds to the destination of their origin or to an account specified by authorities; (v) block funds in your Account that are the property of a sanctioned person, or (vi) require you withdraw Funds from your Account within a certain period of time. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our complying with Applicable Laws, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.
- 3.5 Services covered by the Terms and Conditions are not addressed to individuals and entities engaged in or with:
 - a) Illegal business activities such as business activities involving fields and acts prohibited by any law, regulation, statute or ordinance;
 - b) Infringement of intellectual property rights such as business activities that infringe any patent, copyright or trademark registered in accordance with applicable law, or violate other relevant intellectual property rights;

- c) Drugs, Illicit substances and drug equipment such as sale and distribution of controlled substances and any products designed for making and consuming drugs, or otherwise concealing drugs;
 - d) Counterfeit or stolen goods such as sale of counterfeit designer products distributed by unauthorized and unlicensed retailer/reseller; sale of replicas; sale of goods that have been imported or exported illegally; sale of stolen goods;
 - e) Restricted financial services such as check cashing; bail bonds; collection agencies;
 - f) Unlicensed providers of services in regulated industries including unlicensed foreign exchange providers, unlicensed lotteries and gambling;
 - g) Fraudulent financial schemes such as multi-level marketing, pyramid or Ponzi schemes, referral marketing;
 - h) Other high-risk businesses such as any businesses that are determined by us to be of high-risk profile on the basis of Applicable laws, including legal requirements of AML/CTF Law, and that we subsequently believe to pose elevated financial and/or legal risk of liability, violations and crime ((hereinafter collectively referred to as the “**Restricted Businesses**”). This might not be an exhaustive list of the Restricted Businesses. The list of Restricted Businesses is updated as required and posted on the Website. The Customer should consult the Website prior to accessing the Account and/or the Trading Platform.
- 3.6 Any person that does not meet the eligibility criteria and residency requirements set forth anywhere in these Terms and Conditions who utilizes the Services or who accesses the Trading Platform will be in breach of these Terms and Conditions and may have any Funds, proceeds or other property, confiscated.
- 3.7 We reserve the right to evaluate your eligibility to access and use the Account, Trading Platform and/or our Services at any moment by assessing your compliance with the eligibility criteria listed above. In the case of amendment, alteration, or extension of eligibility criteria, we may review your eligibility accordingly.

4. THE SCOPE OF APPLICATION AND THE SERVICES.

- 4.1 These Terms and Conditions shall cover, individually and collectively, all Accounts of the Customer at any time opened or reopened with the Company irrespective of any change or changes at any time in the personnel of the Company or its successors, assigns, subsidiaries, affiliates or agents.
- 4.2 The Company provides access to the Trading Platform serving as a Digital Assets exchange and offers its Customers an access to exchange a number of Digital Assets, available on the Trading Platform. The Customer can use one of the following Services:
- Digital Asset to Fiat Currency exchange;
 - Fiat Currency to Digital Asset exchange;
 - Digital Asset to Digital Asset exchange.
- The Customer can purchase and sale Digital Asset at prices and rates indicated by the Trading Platform using his/her Account.
- 4.3 The Customer is granted an exclusive and non-assignable right to the use of and to access the Account and it is his/her responsibility to ensure that no other third party, including, without limitation, to any next of kin and/or to members of his/her immediate family, shall gain access to and/or trade through the Account assigned to her/him.
- 4.4 We may limit the use of our Services to certain hardware devices and/or supported software. We do not guarantee that our Services will be accessible through all manufacturers of electronic devices or software developers.
- 4.5 The Customer acknowledges that:
- a) 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.

- b) The Company is not acting as an advisor to, or serving as a fiduciary of, the Customer, and the Company specifically disclaims any such duties.
- c) The Company is under no obligation to assess the suitability and appropriateness of the Services for the Customer and any comment, communication or statement which may be made by the Company or any of its Associates as to the suitability of the Services to the Customer should under no circumstances be considered as investment or legal advice and should not be received or relied upon as such. The Customer agrees and understands that he/she is solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for himself/herself, and that the Company does not give advice or recommendations regarding Digital Assets, including the suitability and appropriateness of, and investment strategies for, Digital Assets. If the Customer is in any doubt as to the suitability and appropriateness of any investment, he/she should seek independent expert advice.
- d) The Company makes no promises, representations and warranties in regards to the amount of time required to process transactions involving Digital Asset wallets, bank accounts, credit and debit cards as factors affecting the timeliness and processing of such transactions lie outside of the scope of Company's direct control.
- e) The Company does not provide financial, legal, tax, regulatory or other advice or investment research relating to investments or trading Digital Assets available on the Trading Platform. Any material or information or other features, which may be provided to the Customer through the Website, Trading Platform, marketing or training events or otherwise, is generic and shall not be treated as advice appropriate for the Customer or based on a consideration of his/her personal circumstances, financial situation, and/or specific needs and demands. The Customer understands that he/she shall make his/her own assessment of any Transaction prior to entering into a trade, and shall not rely on any opinion, material, communication or analysis provided by us or any of our affiliates, employees or other related parties as being advice or recommendation. The Company will not accept liability for any loss or damage, including without limitation to, any loss of profit, which may arise directly or indirectly from use of or reliance on such information.
- f) It is his/her sole responsibility to comply with his/her local tax regulations and other Applicable laws, to determine what taxes, if any, arise from transactions using Services under these Terms and Conditions and to report and remit the correct tax to the appropriate tax authority. The Customer understands that the Company may report information with respect to his/her transactions, payments, transfers, or distributions made by or to him/her with respect to his/her activities using Company Services to a tax or governmental authority to the extent such reporting is required by Applicable law. The Company also shall withhold or add taxes applicable to Transactions or to payments or distributions made or deemed made to the Customer to the extent such withholding or addition is required by Applicable law. From time to time, the Company shall ask you for tax documentation or certification of your taxpayer status as required by Applicable law, and any failure by you to comply with

this request in the time frame identified may result in withholding and/or remission of taxes to a tax authority as required by Applicable law. The Customer should conduct his/her own due diligence and consult his/her own tax advisors before making any decisions with respect to Digital Asset Transactions.

5. REGISTRATION PROCEDURE.

- 5.1 In order to become a Customer, open an Account and use the Trading Platform, every potential Customer shall be required to successfully complete the online registration procedure as determined by the Company, at its sole discretion.
- 5.2 The Company shall collect all required documentation from the Customer if deems necessary, to carry out and complete due diligence and KYC. This process shall conclude, at Company's sole discretion, and without providing any reason, in either the Agreement continuing to be in effect unless terminated in accordance with the provisions contained in these Terms and Conditions or rejection of application and termination of the Agreement.
- 5.3 The Customer shall download and install the Trading Platform software available online on the Website and/or access the Account through the web-based trading platform (if applicable). The Customer shall use it solely for the purpose of obtaining the Services set out in these Terms and Conditions, all in accordance with and subject to the terms of these Terms and Conditions. The Customer will receive, through an e-mail the Access Code to enable him/her to log-in to the Trading Platform for the purposes of trading Digital Assets available on the Trading Platform.
- 5.4 The Customer is not allowed to create more than one Account. Each Account has the following sub-accounts: A Fiat currency account that reflects its Fiat currency balance, and a digital asset account that reflects its Digital Assets balance.
- 5.5 The Company requires multi-factor authentication - at least two forms of authentication when accessing Account and performing certain operations in the Account. Forms of multi-factor authentication in addition to your Access Code may include verification tokens delivered through short message service ("SMS") or a specified and supported two-factor authentication ("2FA") application.
- 5.6 If the Customer has opened more than one Account, the Company shall have the right to treat these Customer Accounts as a single Customer Account. The Company shall accordingly be entitled in its discretion (but shall not be obliged) to transfer and use available Funds from one Customer Account for the purposes of discharging liabilities in one or more of the Customer's other Accounts.
- 5.7 Further, the Company has the right to:
 - a) restrict any access to the Trading Platform where it deems appropriate, for the smooth operation of the Trading Platform as well as to protect other Customer's interest and its own;
 - b) cancel Transactions; suspend, close or unwind any Order/s, make any necessary balance adjustment, in the event that the Company determines or suspects at its sole discretion any fraud, manipulation, arbitrage or other forms of deceitful or fraudulent activity in a Customer's Account, or that the Customer voluntarily and/or involuntarily abuses any bonus incentives offered by the Company; and/or requesting a withdrawal of Funds. 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 cancelation, suspension, closure or unwinding.
- 5.8 The Customer is responsible for ensuring that his/her use of the Trading Platform and Services is compliant with these Terms and Conditions and all Applicable law which apply to his/her use of Trading Platform. The Customer accepts that when using the Trading Platform, the Customer must:
 - (i) ensure that his or her computer systems are maintained in good order and are suitable for use with the Trading Platform; and
 - (ii) run such tests and provide such information to the Company as

the Company shall reasonably consider necessary to establish that the Customer's computer systems satisfy the requirements notified by the Company to the Customer from time to time; and (iii) carry out virus checks on a regular basis.

6. RISKS AND OTHER WARNINGS

- 6.1 Digital Asset available on the Trading platform involve significant risks. The Customer should not engage in any investment directly or indirectly in Digital Assets unless he/she knows and fully understands the feature risks involved for each one of the Digital Assets.
- 6.2 The Customer should unreservedly acknowledge and accept that, regardless of any information which may be offered by the Company, the value of any investment in Digital Assets may fluctuate downwards or upwards and it is even probable that the investment may become of no value.
- 6.3 Digital Assets may experience frequent price volatility due to (i) the small use of Digital Assets in the retail and commercial marketplace in comparison to relatively large use by speculators and (ii) the lack of assurance that a person or institution who accepts Digital Assets as payment today will continue to do so in the future. Such price volatility may adversely affect an investment in Digital Assets so prior to using the Services, please evaluate the merits and risks of the investment and be able to bear the economic risk of losing your entire investment in a short period of time.
- 6.4 YOU ARE TRADING AT YOUR OWN RISK. WE CANNOT BE HELD LIABLE FOR ANY LOSSES AND DAMAGES INCURRED BY YOU BY TRADING VIA TRADING PLATFORM. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ASSESSING WHETHER THE SERVICES ARE SUITABLE FOR YOUR FINANCIAL SITUATION AND TOLERANCE TO RISK.
- 6.5 There is no central market or clearinghouse guarantee. Each Transaction, Order or position is a contract directly between the Company and the Customer. There is no clearing house and no guarantee by any other party of the Company payment obligations to the Customer.
- 6.6 There are no guarantees of profit or freedom from loss in trading. Customer has received no such guarantees from the Company or from any of its representatives.
- 6.7 Customer may not be able to submit Order. Due to market conditions, Website maintenance, technical issues, system failure or other circumstances the Company may be unable to submit Order or execute any other Transaction at the level specified by Customer, and Customer agrees that the Company will bear no liability for failure to do so.
- 6.8 There may be third party or other attacks targeting computers/networks, spreading malware, running botnets, (D)DOS attacks, defacing websites, violations of network security, etc. which can material alter, intercept or otherwise interfere with the giving or execution of an Order or the transfer of Funds to and from the Customers Account. Customers acknowledges, understands and accepts that the Company shall bear no responsibility or liability whatsoever for it.
- 6.9 During periods of high volume, fast market conditions, illiquidity, or volatility in the marketplace, the actual price that a market order is executed may be different from the best price indicated at the time of the Customer's Order, and in some cases significantly so. We may reasonably decide not to execute an Order if the market rate significantly increases or decreases or in the event of a market disruption or other event, which is outside our control. In such cases, we may cancel your buy or sell order and return the Funds into your Account.
- 6.10 Legislative and regulatory changes or actions, both domestically and internationally, may adversely affect the use, transfer, exchange and value of Digital Assets. The form of regulatory evolution is uncertain and may vary significantly across jurisdictions.
- 6.11 Some Digital Asset transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction.
- 6.12 The value of Digital Assets may be derived from the continued willingness of market participants to exchange Fiat currency or Digital Assets for Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Asset should the market for that Digital Asset disappear.

- 6.13 Due to the decentralized peer-to-peer nature of Digital Assets, we cannot make any guarantees about any deposit to or withdrawal being successfully processed by the cryptocurrency p2p network.
- 6.14 Transactions in Digital Assets are irreversible, and accordingly, losses due to fraudulent, hacked or accidental transactions will not be recoverable.
- 6.15 The deposit address used for deposits to the Service might change at any time and we cannot guarantee that funds sent to an outdated address will be credited to your Account or will be otherwise recoverable.
- 6.16 The Digital Assets held on our Accounts are not insured by a third party against theft or other incidents that would render the funds unavailable.
- 6.17 The nature of Digital Assets may lead to an increased risk of fraud or cyber attack, and may mean that technological difficulties experienced by the Company may prevent the access to or use of your Digital Assets.
- 6.18 The Company cannot warrant or guarantee that particular type of Digital Asset will be available on the Trading platform. We reserve the right to stop offering Services in relation to a particular type of Digital Asset at any time for any or no reason. We will use our reasonable endeavours to notify you if we cease to support trading or provide Services in relation to a particular Digital Asset. To the extent required by Applicable laws, the Company will provide you with the minimum period of advance notice via email.
- 6.19 Due to TECHNICAL DIFFICULTIES WITH DEPOSITING OR TRADING CRYPTOCURRENCIES, IT MAY TAKE DAYS, WEEKS, OR MONTHS TO RESOLVE, AND SOME ISSUES MAY NOT BE RESOLVED AT ALL. BY AGREEING TO THESE TERMS, YOU ACKNOWLEDGE THAT THE COMPANY IS NOT RESPONSIBLE FOR THE AFOREMENTIONED RISKS, AND YOU VOLUNTARILY ASSUME AND ACCEPT SUCH RISKS IN DECIDING TO ENGAGE IN CRYPTOCURRENCY TRANSACTIONS ON THE TRADING PLATFORM.
- 6.20 The Company does not own or control the underlying software protocols of networks which govern the operation of Digital Assets and the Company makes no guarantees regarding their security, functionality, or availability, and in no event shall the Company be liable for or in connection with any acts, decisions, or omissions made by developers or promoters of such Digital Assets.
- 6.21 Any Digital Asset or the software, networks, protocols, systems, and other technology (including, if applicable, any blockchain) may change or otherwise cease to operate as expected due to a change made to the underlying technology, a change made using features or functions built into the underlying technology or a change resulting from an attack. These changes may include, without limitation, a “fork” or “rollback” of a Digital Asset or blockchain. Any such operating changes may materially affect the availability, value, functionality, and/or the name of the Digital Asset. In the event of any such operational change, the Company reserves the right to take such steps as may be necessary to protect the security and safety of assets held on the Trading Platform, including, without limitation, temporarily suspending operations for the involved Digital Asset(s), and other necessary steps, Company’s response is subject to its sole discretion. We will use our best efforts to provide you notice of our response to any material operating change; however, such changes are outside of our control and may occur without notice.
- 6.22 The Company may not support so-called metacoins, colored coins or other Digital Assets, or their related side chains or other underlying technology that are based on a fork, enhancement, or derivative of a different Digital Asset or underlying technology (“Derivative Protocols”) even if the Derivative Protocol is based on a Digital Asset that is supported by the Company.
- 6.23 The risks described in this Section may result in loss of Digital Assets, decrease in or loss of all value for Digital Assets, inability to access or transfer Digital Assets, inability to trade Digital Assets, inability to receive financial benefits available to other Digital Asset holders, and other financial losses to you. You hereby acknowledge that the Company will have no responsibility or liability for, any such risks.

- 6.24 Any information and discussion of the risks contained herein with respect to any product should not be considered to be a disclosure of all risks or complete information or discussion of the risks which are mentioned.

7.CUSTOMER REPRESENTATIONS, WARRANTIES ACKNOWLEDGMENT

7.1 Customer represents and warrants that:

- a) if Customer is a natural person:
 - i. Customer is of sound mind, legal age and legal competence;
- b) if Customer is not a natural person:
 - i. Customer is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;
 - ii. Execution and delivery of the Agreement and all Transactions contemplated hereunder and performance of all obligations contemplated under the Agreement and all other transactions contemplated hereunder have been duly authorized by Customer.
- c) The Customer has the full right and authority to enter into, execute, and perform its obligations under the Agreement and that no pending or threatened claim or litigation known to him/her would have a material adverse impact on its ability to perform as required by the Agreement.
- d) The Customer meets all the eligibility criteria set forth in Section 3. of these Terms and Conditions.
- e) The Customer is not an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company, other entities in the Company or any affiliate thereof.
- f) The Customer is the legal owner of the Funds the Customer adds to her/his Account with the Company and the Funds deposited to the Account held with the Company are derived from legitimate sources and are not the direct or indirect proceeds of any criminal or fraudulent activity. If the Company reasonably suspects that the Customer is in breach of the above warranty, it may, without derogating from its other rights under these Terms and Conditions, to freeze the Account, either by prohibiting additional deposits, declining Order and/or declining or delaying any withdrawal requests and/or any other means it is allowed or required to take. The Customer agrees that the Company shall not be liable for any loss, damage or expense of any kind which the Customer may suffer as a result of such cases.
- g) Digital Asset withdrawal address of the Customer as provided is her/his own and the Customer has full control over this address.
- h) The Customer acts for himself/herself and not as a representative or a trustee of any third person, unless the Customer produced, to the satisfaction of the Company and at its sole discretion, power of attorney enabling the Customer to act as representative or trustee of any third person.
- i) the Company has not solicited, or in any other way recommended his/her participation in trading with the Company pursuant to any particular trading system, and that the Customer has made inquiries and conducted research sufficient to make an informed investment decision.
- j) The Customer's use of the Trading Platform and the Services will comply with all Applicable laws. The Company shall not be responsible for any illegal or unauthorized use of the Trading Platform, Account and/or the Services by the Customer. The Customer should consult a legal counsel in the applicable jurisdiction if in doubts about the legality of the

use of the Trading Platform and the Services under the laws of any jurisdiction that apply to the Customer.

- k) The information provided by the Customer to the Company during the registration procedure and at any time thereafter is true, genuine, accurate, up-to-date and complete in all material respects, and that the Customer shall update the Company in writing via e-mail (send to the Company from the Customer's registered e-mail address) upon any changes in regard to the information provided.
- l) Entering into the Agreement will not be a breach or violation of any other contract or agreement to which the Customer is bound.
- m) There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating Customer's activities, which could prevent or otherwise inhibit the Customer entering into, or performing in accordance with these Terms and Conditions and/or under any transaction which may arise under them.
- n) He/she has the financial resources and relevant knowledge to make an informed decision regarding the funding and trading of the Account.
- o) The Customer has read and understands the provisions contained in documents that form the Agreement as defined in Section 2.7. of these Terms and Conditions.
- p) The Customer will not use the Services, the Account or Trading Platform to perform criminal activity of any sort, including but not limited to, money laundering, illegal gambling operations, terrorist financing or malicious hacking.
- q) He/she has necessary and relevant experience and knowledge to deal with Digital Assets and blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks and any restrictions associated with Digital Assets and Blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge.
- r) He/She will not use the Trading Platform, the Services 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 Customer an unfair advantage or which the Company considers, at its sole discretion, as inappropriate and outside the scope of these Terms and Conditions and/or as unfair business conduct.
- s) He/She is not a foreign or domestic Politically exposed Person as defined by the Money Laundering and Terrorist Financing Prevention Act of Lithuania and/or Financial Action Task Force (FATF).
- t) The Customer will promptly inform the Company if (i) he/she is or becomes the target of any laws administered by OFAC, OFSI, the EU, the UN, DFAIT or any other governmental entity imposing economic sanctions and trade embargoes, (ii) he/she is or becomes located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC, OFSI, the EU, the UN, DFAIT or any other governmental entity, or (iii) he/she become aware that he/she or any Funds, or any transaction involving a Funds, are or become the target of any investigation (including the reasonable details thereof).
- u) He/She will not commit any acts or display any conduct that damages the reputation of the Company.
- v) In order to communicate with the Company via e-mail, the Customer will use only the e-mail address, which he/she has provided the Company with during the registration procedure.

7.2 Customer further acknowledges that:

- a) His/her use of the Website, the Trading Platform and the Service is at his/her own risk. The Customer agrees that the Company is not liable for any damages or harms arising out of his/her use of the Website, the Trading Platform and the Service.
- b) The Company does not warrant that the use of the Website, the Services and/or Trading Platform will be uninterrupted or error free or free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to the Customer's data or other property. Among other things, the operation and availability of the systems used for accessing the Website, the Services and /or the Trading Platform, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Website, the Services and/or the Trading Platform. The Company is not in any way responsible for any such interference that prevents your access or use of the Website, the Trading Platform and the Service. The Company is not responsible for any losses, expenses, costs, or damages resulting from interruptions, errors, or interferences. The company does not warrant that the Website will be available at all times and expressly reserves the possibility to discontinue the Website without notice.
- c) The Customer is not allowed to introduce to the Services, Website and Trading Platform any malware, virus, trojan worms, logic bombs, or other harmful material.
- d) The Company is under no obligation to issue any replacement Digital Assets in the event that any Digital Asset or Access Code is lost, stolen, malfunctioning, destroyed or otherwise inaccessible.
- e) The Customer 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 Customer will gain access to the Website, the Trading Platform and the Services. The Customer 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.
- f) The Customer 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 Customer shall be fully responsible for any activities undertaken on his/her Account by a third party using the Customer's Access Codes.
- g) He/She is solely responsible for any investment strategy, Transaction(s) or investment(s), composition of any Account and the Customer 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 investment strategy, Transaction, investment or information, composition of any Account or taxation consequences.
- h) The Company is not obliged to pay any interest to the Customer for the Funds deposited. The Customer hereby waives any entitlement to any such interest.
- i) The Customer shall not be eligible for receiving forked coins for any of Customer's assets in Customer's Account in the event of a fork.
- j) The Customer is responsible for doing all things and taking all actions necessary to enable or receive financial or other benefits made available to Digital Asset holders such as to claim the Digital Assets and to designate the wallet address for such Digital Assets to be delivered if new or additional Digital Assets are provided ex by "airdrop".
- k) The information he/she stores or transfers through the Services may become irretrievably lost, corrupted, or temporarily unavailable due to various causes, including but not limited

to software failures, protocol changes, force majeure events, denial-of-service attacks, maintenance, or other causes. The Customer acknowledges the above-stated risk and confirms he/she is solely responsible for backing up any information he/she stores or transfers through Service.

- l) The information provided on the Website and/or the Trading Platform is for general information purposes only and is given in good faith, you must only act upon such information at your own risk, knowing that the Company will not be held liable for any resulting losses or damages. The information is selective and the Company may not verify all information, which may not be complete or accurate for your purposes and should not be relied upon without further enquiry. The information should not be construed as a recommendation to trade or engage the Service provided by the Company in a particular manner. The Company makes no representations, warranties or guarantees, whether express or implied, that the content on the Website and the Trading Platform is always accurate, complete or up-to-date. The Company does not assume liability for any errors, omissions and inaccuracies in any information displayed on the Website and the Trading Platform.
- m) The Company's decision to take certain actions, including limiting access to, suspending, or closing your Account, may be based on confidential criteria that are essential for the purposes of our risk management and security protocols. You agree that the Company is under no obligation to disclose the details of its risk management and security procedures to you.

8. TRADING CONDITIONS

8.1 GENERAL INFORMATION

- 8.1.1 You acknowledge we have the right, unilaterally and with immediate effect and without any liability to you, to suspend, temporarily or permanently, or terminate (at any time, with or without cause or prior notice) all or any part of any Service, or your access to the Trading Platform, discontinue the Trading Platform in its entirety, or any part thereof, to change the nature, composition or availability of any Service, or to change the limits we set on the trading you may conduct through any Service. We can do so at any time, at our sole discretion and we will not be liable for any losses suffered as a result of any such action. In case you wish to raise the transaction limit you can send a request to support@dex-gp.com We reserve the right not to grant such request at our sole discretion as well as lower the transaction limit with or without your request any time.
- 8.1.2 We do not permit the practice of quote arbitrage when trading and forbid any form of market manipulation, execution based on errors, omissions or misquotes. Any Transactions that rely on price latency or price feed errors, as determined by us, may be subject to intervention which includes the right to void any such Transactions.
- 8.1.3 The Company reserves the right to deactivate and archive Customer's Account if such Account is qualified to be archived. Accounts in which there is no remaining balance and there has been no trading activity for a period of three (3) consecutive months will be considered by the Company as inactive. In such cases, the Company reserves the right to deactivate and archive any such Account(s) without providing any notice to the Customer. The Customer hereby agrees and authorizes the Company to deactivate and archive his/her Account if they said Account has meet the criteria described in this paragraph.
- 8.1.4 Accounts in which there is no remaining balance and there has been no trading activity for a period of twelve (12) consecutive months will be considered by the Company as abandoned.

We reserve the right to deem that any and all Funds are abandoned, without notice to you. If your Funds are abandoned, it will be immediately forfeited to and seized by us and we may report and remit such Funds in accordance with Applicable law regarding the unclaimed property.

8.2 TRADING PLATFORM

- 8.2.1 All rights and interests and all intellectual property rights (including, without limitation, all trademarks and trade names in or relating to the Company) are owned by the Company or the Company's suppliers or licensors and will remain the Company's property or that of the Company's suppliers or licensors at all times. The Customer shall not copy, license, sell, transfer, make available the Trading Platform or information on the Trading Platform to any other person. The Customer shall not remove or alter any copyright notice or other proprietary or restrictive notice contained in the Trading Platform.
- 8.2.2 The Customer agrees that the Company shall have the right to perform Trading Platform routine maintenance and upgrades every Saturday between 9am and 5pm server time (GMT+3), but not limited to, in emergency cases, with an expected downtime between 1 (one) to 20 (twenty) minutes. During downtime, the Customer may be logged out and required to log back in to services and will not be able to access the Trading Platform, submit Order, transfer Funds, and/or any other related actions. The Company will not be responsible for any loss arising due to any of the above.
- 8.2.3 The Company may revise, Update, discontinue (temporarily or permanently) or update the content, features and functions and the user interface of the Trading Platform or any part or element thereof at any time without prior notice, in its sole discretion, including without limitation by removing such features and functions or taking such action as is necessary to preserve Company's rights upon any use of the Trading Platform and/or the Services that may be reasonably interpreted as violation of Company's intellectual property rights, distribution of internet viruses, worms, trojan horses, malware, and other destructive activities or illegal activity.
- 8.2.4 The Company makes no express or implied representation:
- (i) 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 as described above, repairs and upgrades);
 - (ii) as to the operation, quality or functionality of the Trading Platform;
 - (iii) that the Trading Platform and/ or Services will be free of delays, errors or defects; and
 - (iv) 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 Customer's data or other property.
- 8.2.5 The Customer agrees not to either intentionally, recklessly, negligently or otherwise:
- (i) use the Trading Platform and/or Website for unlawful purposes or in any manner that breaches the terms of this Agreement;
 - (ii) interfere (nor attempt to) with or disrupt the proper operation of the Website, 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;

- (v) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Trading Platform and/or the Website and the Services;
- (iii) take any action which does or may cause the provision of the Trading Platform to other users to be interrupted or degraded.

8.3 ORDERS

- 8.3.1 The Customer understands and acknowledges that the Company will enter into Transactions with the Customer as principal (counterparty) not as an agent. The Company will be the contractual counterparty to the Customer.
- 8.3.2 The Company is under no obligation, unless otherwise agreed in these Terms and Conditions and/or other documentation/information to monitor or advise the Customer on the status of any Transaction.
- 8.3.3 The Customer shall be liable for all Orders given through the Trading Platform and any Orders received in this manner by the Company shall be considered to have been given by the Customer. So long as any Orders are submitted through the Customer's Account or Trading platform, the Company shall reasonably assume that such Orders are submitted by Customer and the Company shall not be under any obligation to investigate further into the matter. The Company shall not be liable to and/or does not maintain any legal relations with, any third party other than the Customer. Any Order sent by the Customer via the Trading Platform only be deemed to have been received and shall only then constitute a valid instruction and/or binding contract between the Customer and the Company, when such instruction has been recorded as executed by the Company and shall not by itself constitute a binding contract between the Customer and the Company.
- 8.3.4 The Customer further ratifies and accepts full responsibility and liability for all Orders given to the Company by the representative (and for all Transactions that may be entered into as a result) and will indemnify (fully compensate or reimburse) the Company and keep the Company indemnified against any loss, damage or expense incurred as a result of acting on such instructions. This indemnity shall be effective irrespective of the circumstances giving rise to such loss, damage or expense, and irrespective of any knowledge, acts or omissions of the Company in relation to any other Account held by any other person or body with the Company.
- 8.3.5 The Customer understands that the Company is a full reserve exchange. All Orders are executed on a pre-paid basis, which means that the Customer must deposit Funds to the Account prior to placing an Order to fulfil an Order. The amount of Funds necessary to execute an Order including any Fees is placed on hold until further fulfilment, cancellation, expiration or termination of Order. Any unfilled portion of Order will remain on hold until it fills, expires, or is canceled. The Customer agrees that it is his/her responsibility to cancel any Order (in whole or in part) that he/she does not want to be filled. The Customer understands that he/she may not be able to cancel an Order prior to it filling (in whole or in part) and that the Company is not liable to him/her for the completion of an Order after he/she has submitted a cancellation request.
- 8.3.6 By clicking the 'Buy' or 'Sell' button on the Trading Platform, you are authorising us to initiate the transaction at the quoted Buy Price or Sell Price and agree to any associated Conversion Fees and Exchange Fees and any other fees.
- 8.3.7 Any Order the required amount of which exceeds the amount of freely available Funds in your Account cannot and will not be executed and shall be rejected. By placing an Order, you confirm that we are not responsible for cancelling it in full or in part. You should make sure that the following requirements are fulfilled before placing an Order: • You have entered the desired amount of Digital Assets to buy or sell and made sure that the desired amount is

- entered correctly; • You have reviewed the purchase or sale rates of your Order; • You have reviewed any Fees or other charges associated with your Order; • You understand the net proceeds to be transferred into your Digital Asset or Fiat Account.
- 8.3.8 The Company shall not be liable for any delays, inaccuracies or other errors in the transmission of any Order, instruction or information from the Customer to the Company due to any cause beyond the reasonable control of the Company. Delays can be caused by various reasons depending on the current market conditions (e.g. high market volatility) as well as a slow/weak internet connection (e.g. between the Customer's terminal and the Company's server).
- 8.3.9 **"Manifest Error"** means a manifest or obvious misquote by the Company or any market, liquidity provider or official price source on which the Company has relied in connection with any Transaction, having regard to the current market conditions at the time an Order is placed as the Company may reasonably determine. When determining whether a situation amounts to a Manifest Error, the Company may take into account any information in its possession, including information concerning all relevant market conditions and any error in, or lack of clarity of, any information source or announcement. The Company will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards the Customer but the fact that the Customer may have entered into, or refrained from entering into, a corresponding financial commitment, contract or Transaction in reliance on an Order placed with the Company (or that the Customer has suffered or may suffer any loss) will not be taken into account by the Company in determining whether there has been a Manifest Error.
- 8.3.10 In respect of any Manifest Error, the Company may (but will not be obliged to):
- i. Change the details of each affected Transaction to reflect what the Company may reasonably determine to be the correct or fair terms of such Transaction absent such Manifest Error; or
 - ii. declare any or all affected Transactions void, in which case all such Transactions will be deemed not to have been entered into.
- 8.3.11 The Company will not be liable to the Customer for any loss (including any loss of profits, income or opportunity) the Customer or any other person may suffer or incur as a result of or in connection with any Manifest Error (including any Manifest Error by the Company) or the Company decision to maintain, amend or declare void any affected Transaction, except to the extent that such Manifest Error resulted from the Company own willful default or fraud, as determined by a competent court in a final, non-appealable judgment.
- 8.3.12 Considering the volume of the Customer's Order and the current market conditions, the Company shall have the right to execute part of an Order only.

8.4 MARKET ABUSE.

- 8.4.1 The Customer shall not use the Trading Platform for Orders or Transactions for or in connection with any activity which may constitute a fraudulent or illegal purpose or market abuse or otherwise use of the Trading Platform in contravention of any Applicable laws. For the purposes of these Terms and Conditions **"Market Abuse"** means behavior in relation to investments which involves insider dealing, wash trades, front-running, market manipulation or market distortion in breach of Applicable laws. The Customer undertakes to familiarize himself and comply with any Applicable laws and the Customer will ensure that his/her use of the Trading Platform will not result in a breach by the Company of any Applicable laws concerning or any terms of these Terms and Conditions concerning short sale Orders or Transactions.

8.5 REFUSAL TO EXECUTE ORDERS.

- 8.5.1 The Company has the right, at any time, to refuse to transmit and/or execute an Order without any given notice and/or explanation to the Customer. Among the cases that the Company is entitled to do so are the following (this list is non-exhaustive):
- i. If there are insufficient Funds in in the Customer Account to cover purchase and any applicable Fees;
 - ii. If the execution of the Order would have an adverse effect upon the smooth operation or the reliability of the Trading Platform and/or affect the orderly function of the market;
 - iii. If the Order or its execution may have the object or effect of Market Abuse;
 - iv. If the Order may have the object or effect of money laundering in contravention with Applicable laws;
 - v. If the execution of a Customer's Order may constitutes an abusive exploitation of privileged confidential information or constitutes an abusive exploitation of prices.
- 8.5.2 The Company reserves the right to refuse the execution of Order and/or modify the details of an Order if a technical or other error occurs.
- 8.5.3 The Customer understands and accepts that if the Company was to refuse the transmission and/or execution an Order, it shall not affect any obligation, which the Customer may have towards the Company, or any right, which the Company may have against the Customer or his/her assets.

8.6 ORDER EXECUTION POLICY.

- 8.6.1 The Company does not guarantee that that any Order placed by the Customer will be filled. The reasons affecting the fulfilment of your Orders include (but are not limited to) the reasons for which the Company has the right to refuse to transmit and/or execute an Order (see section 8.5) or any compliance requirements and other relevant factors.
- 8.6.2 We will notify you of any unsuccessful attempt to fulfil your Order, specifying the reasons leading to the failure to fulfil the Order (unless the Order was not fulfilled due to our refusal to transmit and/or execute an Order – see Section 8.5) and asking for your consent to re-submit and refulfil your Order given the current Exchange Rate. Please note that in an event of inability to execute an Order due to the reasons that include, but are not limited to, the technical capabilities and failures, as well as other relevant conditions falling outside of the scope of our direct control, we shall not be liable for any failures and delays in executing your Orders.
- 8.6.3 In an event of inability to fulfil your Order due to compliance reasons, we reserve the right to delay the execution of such an Order until the compliance clearance has been completed. Any such Order will be subject to further review within a reasonable period. In case we are unable to clear an Order on the basis of the necessary compliance requirement due to the lack of sufficient information or other relevant reasons, we may require you to provide additional information about your identity and/or the nature of your transaction, as well as other important details relevant to compliance requirements. We will not fulfil any Order failing to meet the relevant compliance requirements, given that the necessary information has not been provided and our Compliance team has reasonable grounds not to fulfil such an Order on the basis of its non-compliance with the relevant requirements and legislation. Such Orders will not be fulfilled under any circumstances.
- 8.6.4 Once your Order has been executed, you may not change or cancel your authorisation for us to complete the Transaction.

- 8.6.5 If an Order has been partially filled, you may cancel the unfilled remainder.
- 8.6.6 If an Order may not be complete due to insufficient funds, we may cancel the entire Order or fulfil a partial Order using available Funds.
- 8.6.7 All exchange operations, sales and purchases of Digital Assets via the Service are final.
- 8.6.8 We do not accept any returns and will not provide any refunds unless specifically provided in the Refund Policy.

8.7 SETTLEMENT OF TRANSACTIONS.

- 8.7.1 The Company shall proceed to a settlement of all Transactions upon execution of such Transactions. The Company will use commercially reasonable efforts to settle Transaction as soon as possible on a spot basis and up to five (5) days of the date upon which you submitted an Order.
- 8.7.2 Following the execution of an Order on the Account, the Company will confirm the Transaction as soon as practicably possible, by posting a confirmation on the Customer Account, however, failure to do so will not affect the validity of that specific Transaction. Customer understands that it must carefully review the confirmation.
- 8.7.3 Your Orders and Transactions shall be deemed and treated as authorized and correct as ratified and confirmed by you unless we receive written notice to the contrary within three calendar days.

9. DEPOSITS AND WITHDRAWALS.

- 9.1 In order to place Orders and execute Transactions, you should ensure your Account holds a sufficient amount of funds. You may deposit and execute Orders and transactions with Fiat and Digital Assets. Please note that we shall not be liable for any error, failure, delay and/or reliability of the service providers you use to deposit your Account. DEPOSITS AND WITHDRAWALS MAY BE SUBJECT TO LIMITS. ALL LIMITS WILL BE DISPLAYED IN YOUR ACCOUNT.
- 9.2 You may fund your Account by depositing Digital Assets from your an external Digital Asset address and/or Fiat currency from your bank account. The Company may charge a fee on certain Fiat currency deposit or withdrawal methods (e.g. bank wire).
- 9.3 All deposits are made to the designated digital wallets and/or bank accounts and/or debit card and shall be made in accordance with payment instructions set forth on the Website and/or the Trading Platform. The Customer acknowledges that the Company cannot be held liable for how much time it takes to send Funds to the Company and the time the Company shall receive the Funds. It is solely depending on blockchain, and/or third-party providers. You agree and understand that in certain situations, Digital Asset deposits and/or debit card transaction settlement times may be delayed in connection with downtime or congestion of or disruption to a Digital Asset Network.
- 9.4 If you opt to deposit Fiat to your Account, we shall hold such Fiat funds on your behalf in a bank account that is completely separate and independent from our own bank accounts.
- 9.5 You may also opt to sell your Digital Assets for Fiat Currency. In this case, by placing such Order, you give us authorization to deduct the necessary amount of Digital Assets to receive the desired amount of Fiat Currency.
- 9.6 The Company accepts no deposits from any third parties. In case of third-party deposits the Company reserves the right to immediately freeze such transactions and dispose of these Funds in accordance with Applicable Laws and in its sole discretion. The Customer acknowledges and agrees that the Company cannot be held liable for any loss, damage or expense of any kind which the Customer may suffer as a result of such cases.
- 9.7 We also accept debit cards for use in the purchase of Digital Assets. We have the right to determine which payment processors to support, and we reserve the right to change which payment

processors we support at any time without notice. If you use a debit card to purchase Digital Assets, you declare that you will not exercise the right to claim funds back (a “Chargeback”) other than for unauthorised use of the debit card or as otherwise explicitly permitted by applicable law. Otherwise, refunds will not be given for any other purpose, including for reasons for which we are not responsible including (but not limited to) insufficient balance on the debit card account. In case of a chargeback, you will be liable for any resulting costs and fees. You authorise us to deduct costs and fees related to the chargeback directly from your Funds without notice.

- 9.8 You agree and understand that we reserve the right to increase and/or decrease your daily debit card purchase limits, in our sole discretion and without notice.
- 9.9 You may withdraw from your Account any amount up to the total amount of your Account in excess of the obligations owed to the Company.
- 9.10 Except as otherwise permitted by the Company in its sole discretion, Digital Asset withdrawals from your Account will be paid to your wallets from which the funds were originally received and in the manner in which the funds were originally received. Digital Assets withdrawals will typically be processed at the speed of a Digital Asset Network. In certain situations, Digital Asset withdrawals may be delayed in connection with downtime or the congestion or disruption of a Digital Asset Network. There is a withdrawal minimum of \$10 (subject to change) for all Digital Assets.
- 9.11 Fiat withdrawals are only permitted to Customer’s bank accounts opened on its name. Withdrawals to any third party bank accounts, including bank accounts of authorized third parties, is prohibited. You agree and understand that wire deposits and withdrawal transfer times are subject to bank holidays, the internal processes and jurisdiction of your bank, and the internal processes of our banks and financial institutions. You further agree and understand that in certain situations, wire deposits and withdrawal transfer times may be delayed in connection with downtime or disruptions to our service providers.
- 9.12 You agree that you are solely responsible for the payment details you are providing us with, and the Company does not accept any responsibility for your Funds, if the payment details provided by you are incorrect or incomplete. All withdrawals shall be made in accordance with payment instructions set forth on the Website and the Trading Platform.
- 9.13 The company may, based on its discretion, choose to ask for initial or additional KYC documentation from the Customer when withdrawal requests are the equivalent of 500€ or more (depending on current rates this value can fluctuate). Furthermore, the Company has the right to ask for initial or additional KYC documentation from any Customer at any given time. If KYC documents are not provided within 15 days of request, then the Company reserves the right to reject the withdrawal request. In addition, any form of withdrawal the Customer initiates is subject to all identification documents as well as forms (KYC/ AML) which the Customer has to deliver to the Company and following the discretion of the Company, it shall make its best effort to carry out such instructions.
- 9.14 The Customer acknowledges and agrees that the Company cannot be held liable for any loss, damage or expense of any kind which the Customer may suffer as a result of withdrawal and/or transfers.
- 9.15 Withdrawals are available only if the Funds requested are not a result of actions that violate the Agreement.

10. FEES.

- 10.1 The provision of Services is subject to the payment of commission, deposit/withdrawal related charges, spread and other fees (hereinafter referred to as the “Fees”) to the Company. Fees to the

Company are disclosed on the Website. In addition to those Fees, other costs may be due by Customers directly to third parties.

- 10.2 The Company reserves the right to change, from time to time, any of the costs, fees and charges applicable to Customers without prior notice. Changes to its Fees will be notified to Customers by the Company through the Website. It is the Customer's responsibility to visit the Website and review the Fees during the time he/she is dealing with the Company as well as prior of placing any Orders with the Company.
- 10.3 If at any time and for any reason, the Fees exceed the maximum rates permitted to be charged by Applicable law, the parties hereto agree that the Fees shall be reduced automatically to the maximum rates permitted to be charged by Applicable law.
- 10.4 The Customer agrees that any applicable Fees shall be deducted from his/her Account. The Company has the right to cancel any Order of the Customer in order to settle any obligations owned by the Customer to the Company.
- 10.5 Each purchase or sale of Digital Assets is subject to a fee (a "Conversion Fee") and, if applicable based on the service, a spread. The applicable Conversion Fee will be displayed to you on the Website prior to each Transaction. We may adjust our Conversion Fees at any time. Conversion Fees are not fixed-rate and are subject to change. Spread, a difference between the BUY and the SELL price, varies between different Digital Assets; its size depends on the Order size/volume as disclosed in the Website and Trading Platform. The Customer understands that the Company offers floating spread that may, without any notice, widen at any time. The applicable spreads (which include Company's mark-up, if applicable) and Conversion Fees can be found on the Company's Website.
- 10.6 Each purchase or sale of Digital Assets is also subject to the exchange rate for the given transaction. The exchange rate means the price of a given Digital Assets in Fiat currency as quoted on the Website. The exchange rate is stated either as a "Buy Price" or as a "Sell Price", which is the price at which you may buy or sell Digital Assets, respectively.
- 10.7 You acknowledge that the Buy Price exchange rate may not be the same as the Sell Price exchange rate at any given time, and that we may add a margin or 'spread' to the quoted exchange rate. You agree to accept the exchange rate when you submit an Order. We do not guarantee the availability of any exchange rate. We do not guarantee that you will be able to buy and / or sell your Digital Assets on the open market at any particular price or time.
- 10.8 Upon your failure to make any payment of Fees or other expenses due to us, we may at any time and in our sole discretion refuse any Order submitted, impose limits on the transaction amount or impose any other condition or restriction upon your use of the Service.
- 10.9 In case of failure to pay any amounts owed to us under the Agreement for more than 60 days, we will charge you 1% monthly interest and/or the maximum percentage permitted by the Applicable law to cover our loss of income and collection-related costs.

11. CUSTOMER DATA AND CONFIDENTIALITY.

- 11.1 Customer data are held by the Company in the strictest confidence. Company will exercise reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data; Company will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data.
- 11.2 We collect, use, and share your personal information in accordance with our obligations and legal requirements laid down by the European General Data Protection Regulation (the "GDPR"). The detailed rules of personal data processing being applicable to any Customer are set out in the Privacy Policy and Cookies Policy.

11.3 By submitting unsolicited information or materials to us, you or anyone acting on your behalf, agree that any such information or materials will not be considered confidential or proprietary.

12. SECURITY

- 12.1 The Customer is solely responsible for maintaining the confidentiality and security of his/ her Account information, including Access Code and any other codes, forms of authentication or devices which are intended to or can otherwise be used to access the Account and/or use the Services, private and public keys, backup data and other relevant data, and for all activity that is posted to the Customers Account. If there is suspicious activity related to the Customers Account, the Company may, but is not obligated, to request additional information from the Customer, including authentication documents, and to freeze any Transactions pending the Company's review. The Customer is obligated to comply with these security requests, or accept termination of any and all Accounts and the Agreement. The Customer shall be solely responsible for all Orders and the accuracy of all information sent via the internet using his/her Access Codes. The Customer acknowledges that the Company bears no responsibility in the case that the Access Codes are used in an unauthorized manner.
- 12.2 The Customer must ensure adequate, constant and safe maintenance and control over his/her security details at all times to prevent unauthorized access and use of his/her security data, its loss, modification, alteration, theft and breach.
- 12.3 The Customer shall implement reasonable means to ensure security of his/her data, which include but are not limited to the following methods: • Creating passwords of sufficient complexity and character length and storing them in an encrypted, protected manner, such as password managers and external devices; • Preventing misuse, theft and loss of his/her electronic devices, ensuring that any data related to his/her Account that is stored on any such device is backed up on external data storage devices and protected by encryption; • Preventing and avoiding any remote access to your devices when you are logged on to your Account; • Reviewing and double-checking all transactions and actions required for their execution; • Checking Virtual Currency addresses of intended recipients of your transactions and avoiding transfers of funds to addresses of address owners, the identity of which may not be verified by you to the reasonable degree.
- 12.4 The Customer shall notify the Company immediately of any known or suspected unauthorised access or use of his/her Account or Access Code, or any other breach of security by email addressed to support@dex-gp.com Please note that prompt reporting of a security breach does not guarantee that we will reimburse you for any losses suffered or be liable to you for any losses suffered as a result of the security breach.

13. CUSTOMER'S RESPONSIBILITIES & RESTRICTIONS.

- 13.1 The Customer shall not:
- (a) provide Access Code to any third party;
 - (b) share non-public Trading Platform features or content with any third party;
 - (c) access the Trading Platform in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics, or to copy any ideas, features, functions or graphics of the Trading Platform and/or the Services;
 - (d) engage in web scraping or data scraping on or related to the Trading Platform and/or the Services, including without limitation collection of information through any software that simulates human activity or any bot or web crawler;

(e) transmit or input into the Website or the Trading Platform any files that may damage any other person's computing devices or software; content that may be offensive, libelous, discriminatory or otherwise objectionable in our sole discretion; or material or data in violation of any law (including data or other material protected by copyright or trade secrets which you do not have the right to use);

(f) post content containing private information of any third-party including, but not limited to, addresses, phone numbers, email addresses, social security numbers and credit card numbers;

(g) attempt to probe, scan or test the vulnerability of any our system or network or breach or impair or circumvent any security or authentication measures protecting the Website, the Trading Platform and the Services;

(h) falsify any Digital Assetss Wallet, Digital Assets Address, registration, exchange, or administration details provided to the Company or any of its Associates, impersonate another person;

(i) use the Website or any Services to evade taxes under the Applicable laws;

(j) use, or misuse, the Services in any way which may impair or alter the functionality of the Services, the Website, the Trading Platform or other systems used to deliver the Services or impair or alter the ability of any other customer to use the Services, the Trading Platform or the Website;

(k) post content containing unsolicited promotions, political campaigning, or commercial messages (SPAM) or any chain messages or user content designed to deceive or trick the user of the Service;

(l) attempt to gain unauthorized access to the Trading Platform and servers on which the the Website is hosted or to any materials other than those to which he/she has been given permission to access;

(m) act detrimental to cybersecurity, including introducing automated means of interface not authorised and developed by us, imposing unreasonably large amounts of data in an attempt to overload, interfere with, intercept, or cause malfunction and failure of our hard- and software and systems; attempts to gain access to a Customer's account without their authorization or knowledge; and other relevant acts falling under the subject matter of the Lithuanian Law on Cyber Security;

(n) provide unlawful activity, meaning any activity that violates any law, regulation, legal act, or other legal instrument adopted in the countries of our operation, including but not limited to laws of Republic of Lithuania and the regulatory regime supervised and enforced by the Lithuanian regulatory bodies in the field of business conduct, such as Bank of Lithuania and the FCIS;

(o) place simultaneous Buy and Sell Orders, or place two or more buy and sell Orders by himself/herself or by prearranged agreement with any third party in order to attain their execution against each other and subsequently causing disruptive and non-competitive effect on the market;

(p) infringe Intellectual Property rights, including involvement in any use of transactions with the subjects of the Company 's intellectual property,;

(r) provide Transactions for the purposes of passing money between accounts, as such Transactions shall be perceived as misleading or deceiving against the principle of bona fide, or genuine, transactions, and should not be executed.

13.2 In the event that the Company suspects any breach of the requirements of this Section, the Company may suspend Customer's access to the Trading Platform, his/her Account and/or the Services or terminate the Agreement without advanced notice, making a report to any Government, law enforcement, or other authorities, without providing any notice to the

Customer about any such report; confiscate or freeze any Funds, in addition to such other remedies as the Company may have. The Company may, at its sole and absolute discretion, seize and deliver the Customer's property to any applicable Government, law enforcement, or other authorities where circumstances warrant.

13.3 Company can further suspend the Account and freeze the Fund in the Account and /or terminate the Agreement if:

- a) the Account is subject to pending litigation, investigation, or governmental proceeding
- b) the Account is/was accessed from Banned jurisdiction
- c) the Company has reason to believe that:
 - There is unusual activity in the Account
 - The Account was accessed in the inappropriate or unauthorised manner.

13.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Trading Platform and/or the Services, including without limitation, hardware, software, networking and the like. A high-speed Internet connection is required for proper transmission of the Services. Customer is responsible for procuring and maintaining the network connections that connect Customer's network to the Trading Platform and/or Services including, but not limited to, browser software that supports protocols used by Company, and to follow procedures for accessing services that support such protocols. Company is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Customer Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by Company. Company assumes no responsibility for the reliability or performance of any connections as described in this Section.

14. INTELLECTUAL RIGHTS.

14.1 The Customer agrees that the Customer receives only a limited right to use the Trading Platform and the Services. The Company grants the Customer, only for personal or internal business use, a personal limited, non-exclusive, revocable, non-transferable and non-sublicensable license to use the Trading Platform in accordance with the provisions of these Terms and Conditions. The Customer acknowledges and agrees that the Company retains all right, title, and interest in and to the Trading Platform, the Website and/or the Services, including without limitation all software used to provide the Trading Platform and all graphics, user interfaces, logos, and trademarks reproduced through the Trading Platform, patents, inventions, source code, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights and any other Company's Technology. These Terms and Conditions do not grant the Customer any intellectual property license or rights in or to the Trading Platform or any of its components and/or the Services, except to the limited extent that such rights are necessary for the Customer's use of the Account and/or the Trading Platform as specifically authorized by these Terms and Conditions. The Customer recognizes that the Trading Platform, the Website and/or the Services and its components are protected by copyright, patent, trademark and other applicable laws.

14.2 Company's trade names, service marks and logos are registered trademarks. You are not permitted to use them without our prior written approval. You are not permitted to use them in connection with any product or service in any manner that is likely to cause confusion

or create the impression that the Company endorses any product or service or in a way that disparages or discredits the Company.

- 14.3 You may also find other trademarks on the Website or the Trading Platform, not owned by us. They are the property of their respective owners, who may or may not be affiliated with or connected to us. Such trademarks are used for identification purposes only.
- 14.4 You must not use, copy, modify, distribute, transfer, publicly display, publicly perform, broadcast or in any other way exploit the Website or the Trading Platform or any content published on it.
- 14.5 Any collection, aggregation, copying, scraping, duplication, display or any derivative use of the Website or the Trading Platform as well as the use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission is expressly prohibited. Nothing in these Terms and Conditions gives you a right or license to do so, unless as expressly stated in these Terms and Conditions.
- 14.6 The Company will own exclusive rights, to any information submitted (whether by email, posting through the Services or otherwise) as suggestions, ideas or feedback to change or improve the Service, the Website or the Trading Platform (the "Feedback"). Such suggestions are non-confidential and shall become the sole property of the Company. You hereby assign to the Company all right, title and interest to Feedback together with all associated intellectual property rights. You will not be entitled to, and hereby waive any claim for, acknowledgment or compensation based on any Feedback or any modifications made based on any Feedback.
- 14.7 You hereby grant to the Company a royalty-free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium or manner, any text, information, data, materials, images, or other content you provide to us using the Services or submit or post to the Website and that is not Feedback owned by us (the "User Content"). You represent and warrant that: (a) you own the User Content or have the right to grant the rights and licenses, and (b) the User Content and use by us of the User Content as licensed herein does not and will not violate, misappropriate or infringe on the rights of any third party. We may remove any User Content from the Website for any reason at our own discretion.

15. INDEMNIFICATION.

- 15.1 Customer shall defend, indemnify, and hold harmless the Company and the Company's Associates (as defined below) from and against any and all "Indemnified Claim," meaning any third party claim, suit, action, demand, proceeding or direct or indirect liabilities (including without limitation all losses, damages, costs or expenses) arising out of or related to (i) Customer's alleged or actual use of, misuse of, or failure to use the Trading Platform and/or the Services; (ii) any failure by the Customer to perform any of the Customer's obligations under the Agreement; (iii) any breach by the Customer of any representation, warranty in the Agreement; (iv) cancellation or termination of any transactions resulting in a negative balance; (v) feedback, comments or submissions provided by the Customer; (vi) erroneous, false, incomplete, or misleading information provided to us for the purposes of identity verification and source of funds; (vii) violation of laws and regulations, or rights of any third party, including without limitation any intellectual property or other proprietary right, including without limitation:
- (a) claims by the Customer's employees;

(b) claims related to any breach or default by the Customer of any of the obligations of the Customer under the Agreement and/or any breach of the foregoing representations, warranties, and covenants or any Applicable law,

(c) Customer's or Customer's Personnel's negligence or intentional misconduct;

(d) Customer's failure to compensate, pay applicable taxes or contributions, or otherwise perform any obligation imposed on Customer by law or contract. INDEMNIFIED CLAIMS INCLUDE, WITHOUT LIMITATION, CLAIMS ARISING OUT OF OR RELATED TO CUSTOMER'S NEGLIGENCE. ("**Company Associates**" are Company's officers, directors, shareholders, parents, subsidiaries, agents, employers, successors, and assigns.

15.2 The indemnification obligations under this section shall survive any termination or expiration of the Agreement or use of the Website or the Services.

16. LIMITATION OF LIABILITY.

16.1 CUSTOMER ACCEPTS THAT THE TRADING PLATFORM, WEBSITE AND SERVICES ARE PROVIDED "AS IS," WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE WITH RESPECT TO THE TRADING PLATFORM, ITS CONTENT, ANY DOCUMENTATION OR ANY HARDWARE OR SOFTWARE PROVIDED BY THE COMPANY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE TRADING PLATFORM WILL PERFORM WITHOUT INTERRUPTION OR ERROR THAT THE TRADING PLATFORM AND SERVICE WILL MEET CUSTOMER'S REQUIREMENTS; AND (b) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE TRADING PLATFORM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION, THAT IT WILL BE FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE AND (c) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE TRADING PLATFORM, WEBSITE AND SERVICE (OR ANY PORTION THEREOF) IS COMPLETE, ACCURATE, OF ANY CERTAIN QUALITY, RELIABLE, SUITABLE FOR, OR COMPATIBLE WITH, ANY OF CUSTOMER'S CONTEMPLATED ACTIVITIES, DEVICES, OPERATING SYSTEMS, BROWSERS, SOFTWARE OR TOOLS (OR THAT IT WILL REMAIN AS SUCH AT ANY TIME) OR COMPLY WITH ANY LAWS APPLICABLE TO CUSTOMER. NO INFORMATION OR ADVICE OBTAINED BY CUSTOMER FROM COMPANY OR THROUGH TRADING PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

16.2 FURTHER NEITHER COMPANY OR ITS AFFILIATES WILL BE RESPONSIBLE FOR COMPENSATION, REIMBURSEMENT, LOSSES, COSTS OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER'S INABILITY TO USE THE TRADING PLATFORM, SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THE AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE TRADING PLATFORM AND /OR SERVICES, (II) COMPANY'S DISCONTINUATION OF ANY OR ALL ACCESS TO THE TRADING PLATFORM AND/OR SERVICES, OR (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE ACCESS TO THE TRADING PLATFORM AND/OR SERVICES FOR ANY REASON WHATSOEVER, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF COVER OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER TO ANY THIRD PARTIES IN CONNECTION WITH THE AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE TRADING

PLATFORM AND/OR SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS, DENIAL OF ACCESS, OR FAILURE TO MAINTAIN OR STORE ANY OF CUSTOMER'S CONTENT, CUSTOMER DATA OR OTHER DATA; (E) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY WEBSITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE WEBSITE, (F) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER; (G) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER .

16.3 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, The Company shall not be liable for:

- b) any loss of opportunity as a result of which the value of the assets of the Customer could have been increased or for any decrease in the value of the assets of the Customer, regardless of the cause, unless such loss is directly due to gross negligence, wilful default or fraud on the part of the Company.
- c) any loss which is the result of misrepresentation of facts, error in judgment or any act done or which the Company has omitted to do, whenever caused, unless such act or omission resulted from gross negligence, wilful default or fraud by the Company.
- d) Delays and interruptions in Services caused by automated or other compliance checks.
- e) any act or omission or for the insolvency of any counterparty, bank, custodian or other third party which acts on behalf of the Customer or with or through whom Transactions on behalf of the Customer are carried out.
- f) any problems or technical malfunction of any telephone networks or lines, computer online systems, servers or Company's hardware or software, or any technical failure because of technical problems or traffic congestion on the Internet, the Website or any Service, changes in cryptography or consensus rules, branching of cybersecurity and hacking, and other relevant events, including force-majeure events.
- g) any loss of use of hardware, software or data and / or any corruption of data; as well as, and including, but not limited to, any losses or damages arising out of or relating to any inaccuracy, defect or omission of Digital Asset price data; any error, delay or interruption in the transmission of such data;
- h) suspension or other action taken with respect to your Account; and
- i) any loss or damage whatsoever which does not arise directly as a result of our breach of the Agreement (whether or not you are able to prove such loss or damage).

16.4 LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION and THE AGGREGATE AND CUMULATIVE TOTAL LIABILITY OF COMPANY FOR DAMAGES, INCLUDING FOR DIRECT DAMAGES, UNDER THE AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF FUNDS THE CUSTOMER TRANSFERRED OR DEPOSITED IN HIS/HER ACCOUNT ON THE TRADING PLATFORM IN CONNECTION WITH THE TRANSACTION GIVING RISE TO SUCH LIABILITY. Multiple claims shall not enlarge this limitation. To the maximum extent permitted by applicable law, in no event shall the aggregate liability of Company, including Company suppliers, service providers, directors, members, employees or agents, whether in contract, warranty, tort, negligence, active or passive, arising out of or relating to the use of, or inability to use, our Service, or to these terms exceed the fees paid by you to the Company during the 12 months immediately preceding the date of any claim giving rise to such liability.

- 16.5 THE LIABILITIES LIMITED BY THIS Section 16. APPLY TO THE BENEFIT OF COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THIRD PARTY CONTRACTORS, licensors, advertisers, consultants, and other representatives AS WELL AS: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, FIDUCIARY DUTY, WARRANTY, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF COMPANY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If Applicable law limits the application of the provisions of this Section 16., Company's liability will be limited to the maximum extent permissible. ANY CLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE FIRST EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM.
- 16.6 The Customer holds sole liability for all Transactions in his/her Account, including all credit/debit card Transactions or other means of deposit and withdrawal transactions.
- 16.7 Any warranty, condition or other term arising out of or in connection with the Website which might otherwise be implied into or incorporated into these Terms by statute, common law, laws applicable in the country where you used the Website or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded.

17. TERM & TERMINATION.

- 17.1 The term of this Agreement (hereinafter referred to as the "Term") shall commence on the Effective Date and continue in force indefinitely until its termination as described in this Section of the Agreement.
- 17.2 The Company or the Customer can terminate this Agreement at any time with or without cause and for any reason whatsoever by giving five (5) business days written notice to the other party. The Company reserves the right not to accept any new Orders.
- 17.3 Without limiting Company's other rights and remedies, The Company may cancel all Orders and terminate the Agreement immediately without giving five (5) business days written notice in the following cases (or the Company has reasonable grounds to believe, in its absolute sole discretion (where applicable), that such case occurred):
- a) The Customer fails to comply fully and by the required time with any obligation to make any payment when due under the Agreement;
 - b) the Customer is in breach of any covenant or provision set out in the Agreement;
 - c) The Customer activity might be a violation of any Applicable law;
 - d) The Customer attempts to gain unauthorised access to the Trading Platform or another Customer's Account or providing assistance to others' attempting to do so;
 - e) The Customer 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 Customers of the Company;
 - f) The Customer dies, becomes or is adjudged to be of unsound mind, is or becomes unable to pay his debts as they fall due, is or becomes bankrupt or insolvent within the meaning of any insolvency law or any suit, action or proceeding is commenced for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, all or any part of the property, undertaking or assets (tangible and intangible) of the Customer;

- g) The Customer commences a voluntary case or other procedure, or there is an involuntary case or other procedure, seeking or proposing, the appointment of an insolvency officer, the liquidation, reorganization, an arrangement or composition, a freeze or moratorium, or other similar action under any insolvency law.

17.4 Without limiting Company's other rights and remedies, The Company may terminate the Agreement immediately without giving five (5) business days written notice, and the Company has the right to reverse and/or cancel all previous Transactions on a Customer's Account, in the following cases (or if the Company has reasonable grounds to believe, in its absolute sole discretion, that such case occurred):

- a) The Customer involves the Company directly or indirectly in any type of fraud, in which it places the interests of the Company and/or the Company's Customers at risk prior to terminating the Agreement.
- b) The Customer uses the Services to perform any illegal activities, such as money laundering, financing terrorism or gambling;
- c) the Customer's trading activity adversely affects in any manner the reliability and/or smooth operation and/or orderly functioning of the Trading Platform.
- d) the Customers trading activity caused financial loss or damages to the Company regardless of profit or loss reported by the Trading Platform.
- e) the Customer uses Trading Platform and/or gives Orders or enters 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 Customer an unfair advantage or which the Company considers, at its sole discretion, as inappropriate and outside the scope of the Agreement and/ or as unfair business conduct.
- f) In case of unexpected operational difficulties.
- g) If the Company receives a request from a court, law enforcement or similar governmental agency authorized to make such request.
- h) If it comes to the Company's attention and/or the Company has reasonable grounds to believe that the Customer became a citizen or a resident of Restricted Countries and Jurisdictions or is or became the subject of national or international sanctions.
- i) The Customer is refusing to cooperate in an investigation or refusing to provide confirmation of Customers identity or any information the Customer provides to the Company.
- j) For any other reason stated anywhere in these Terms and Conditions.

17.5 In the event of termination of the Agreement, all amounts payable by you to the Company will immediately become due

17.6 The following provisions will survive termination or expiration of the Agreement:

- a) any obligation of Customer to pay Fees incurred before termination;
- b) Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- c) Any damages which arose during the arrangement or settlement of pending obligations. The Company has the right to deduct such sums as are appropriate with respect to all of the above Customer liabilities or contingent liabilities from the Customer's Account.
- d) any other provision of the Agreement that must survive to fulfill its essential purpose. In no event will termination or expiration of the Agreement relieve Customer of its obligation to pay any Fees payable to Company for the period prior to the effective date of termination or expiration.

17.7 Termination will not affect any outstanding Transaction or Order or any legal rights or obligations which may already have arisen or may arise from the settlement or fulfillment of

any outstanding Transaction or Order (including any obligation to reimburse or indemnify the Company or to pay for any transactions acquired by the Company on your behalf or sold by the Company to you). You are required to settle outstanding transactions by delivery and/or payment and to pay any fees or commissions accruing to us immediately on termination, failing which we may exercise the rights and remedies referred to in paragraph 24.12 (set – off).

17.8 Upon termination of the Agreement, the Company shall be entitled, without prior notice of the Customer, to cease the access of the Customer to the Trading Platform and the Account.

17.9 Upon termination of the Agreement, you will be provided with instructions on transferring your Funds available on your Account to other accounts under your control. Please note that closing an Account may bear additional costs, including fees, expenses and charges, for transferring your remaining Funds out of the Account you are closing. If you do not transfer your Digital Assets according to the instruction, the Company reserves the right to convert all Digital Assets to a specified Fiat currency as we deem fit and transfer the funds to a bank account indicated by you after deduction of due Fees, rebates and/or damages.

17.10 Without prejudice to the above, the Company may, at its sole discretion and at any point limit Customer's access to the Services and the Trading Platform.

18. AML AND KYC POLICY

18.1 The Company is committed to the highest standards of the AML compliance and Counter-Terrorism Financing (CTF). To help fight the funding of terrorism and money laundering activities, Company insists on a comprehensive and thorough user due diligence process implementation and ongoing analysis and reporting.

18.2 The Company reserves the right at any time to conduct a verification of a Customer's identity or source of funds, known as Customer Due Diligence (CDD), for the purposes of complying with the any KYC/AML requirements. The Company reserves the right to impose trading limits and withdrawal limits before the Customer is required to conduct Customer Due Diligence.

18.3 We may ask you to provide us with documents such as passport, driving licence, national identity documents, utility bills, bank statements or other documents to confirm your identity and any other documents that we deem necessary. You may also be required to undergo "Enhanced Due Diligence", where we may request that you submit additional information about yourself or your business and provide relevant records (for example information about your business activities, including records of such activities, proof of source and origin of funds, overview of the business structure, estimated turnover, major suppliers and partners) and arrange for meetings with our staff. You will be required to undergo Enhanced Due Diligence for example in case when you exceed certain transaction limits imposed by the Company on the volume of transaction per day, stated both in Fiat and Digital Assets. Please note that the Enhanced Due Diligence is only one of the factors we consider when imposing transaction limits (other being for example your risk profile, the nature and field of your business activities or payment method of your choice). In an event of change of circumstances influencing the correctness and integrity of submitted information, you agree to notify us of such changes and present information that is up-to-date respectively.

18.4 You agree to provide promptly any documentation, information, or records requested by the Company at any time, including, but not limited to, a self-certification permitting the determination of tax residence and status. Such information may include, but is not limited to, self-certifications as to beneficial ownership and control.

- 18.5 The Company reserves the right to refuse to process a transfer, withdrawal or to suspend or terminate the administration of the Services at any stage if it believes/suspects it to be connected in any way to criminal activity or money laundering.
- 18.6 The Company is obliged to report all suspicious transactions to the relevant authorities and is prohibited from informing the Customer that they have been reported for suspicious account activity. Account misuse may result in criminal prosecution. The Company carries on an on-going monitoring of any reported suspicious activities
- 18.7 The Company maintains all Transaction records of Customers for a minimum of 7 years, following termination of the Agreement
- 18.8 The Company will not accept as Customers persons unwilling to provide sufficient documents/data and information as provided in the Agreement.
- 18.9 The Company will accept only those new Customers who complete the appropriate registration procedure and provide the Company with all necessary verification documents and information to the satisfaction of the Company. For deposit amounts of higher than 500€, the Customer must submit the verification documents during or upon account registration.
- 18.10 The Company takes no responsibility for any possible delays where the Customer's verification documents are outstanding.
- 18.11 You hereby acknowledge that the Company, directly or through a third party, may make inquiries it considers necessary to verify your identity and/or protect against fraud, including but not limited to: (a) query identity information contained in public reports (e.g., your name, address, past addresses, or date of birth); (b) query account information associated with your linked bank account (e.g., name or account balance); and (c) take action the Company reasonably deems necessary based on the results of such inquiries and reports. The Company will have no liability or responsibility for any permanent or temporary inability to access or use any Services, including your inability to withdraw Digital Assets or execute transaction, as a result of any identity verification or other screening procedures, as long as the Company complies with its legal or contractual obligations regarding identity verification or other screening procedures.

19. COMMUNICATION

- 19.1 Customer agrees to provide Company with Customer's e-mail address, to promptly provide Company with any changes to Customer's e-mail address, and to accept emails (or other electronic communications) from Company at the e-mail address Customer specifies. Customer further agrees that Company may provide any and all notices, statements, account confirmations and other communications, to Customer through either e-mail, the Trading Platform, sending them using an app or other messaging service to Customer's account on the app or messaging service, and/or by sending an SMS or text message to a mobile phone number that you provide or by any other electronic transmission (such notices will be deemed received either when made available to Customer by the Company or 12 hours after they are sent in case of email, regardless of whether Customer actually accessed the communication), or by mail or express delivery service (such notices will be deemed received the second business day after they are sent, regardless of whether Customer actually accessed the communication). Customer agrees that any notices, agreements, disclosures or other communications that the Company sends to the Customer electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. It is Customer's responsibility to keep all its contact information current and Customer waives its right to receive such notices if it does not provide current contact information. The

Customer agrees that he/she is fully responsible for reading any messages received from the Company on his/ her Trading Platform or via any other means.

- 19.2 You may withdraw your consent to receive electronic communications by sending a withdrawal notice to support@dex-gp.com . If you decline or withdraw consent to receive electronic communications, we may suspend or terminate your use of the Services.
- 19.3 Unless otherwise specified, the Customer has to send any notice, instruction, request or other communication via e-mail at support@dex-gp.com .
- 19.4 You acknowledge that the internet is not a secure medium for communication of sensitive information.
- 19.5 The Company bears no liability for any loss that arises as a result of delayed or unreceived communication sent to the Customer by the Company.
- 19.6 The content of all incoming and outgoing telephone calls between the Customer and the Company may be recorded. The Customer 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 Customer and the Company. The Company may provide copies of telephone recordings to a regulatory authority and/or other authority of a competent authority, without informing the Customer. The Company shall have no obligation to provide any such copy to the Customer.
- 19.7 The Customer agrees that the Company will also record any other communication between the Customer and the Company, in any form, including e-mails and chat messages.

20. COMPLAINTS AND DISPUTE RESOLUTION

- 20.1 If the Customer reasonably believes that the Company as a result of any action or failure to act breaches one or more terms of these Terms and Conditions, the Customer has the right to lodge a complaint with the Company as soon as reasonably practicable after the grievance has arisen. For more information on our complaint procedure see our Complaints Policy.
- 20.2 Complaints or disputes arising out of or in connection with this Agreement or the provision of the Services, the Trading Platform or the Website, that cannot be resolved via the complaint process set out in the Complaints Policy, without prejudice to any mandatory rights available to consumers (being individuals not engaged in conduct related to their trade, business or profession) to commence proceedings against the Company before the Vilnius District Court located in Vilnius, Lithuania. (see Section 24.5)

21. FORCE MAJEURE

- 21.1 No delay, failure, or default on the part of the Company will constitute a breach of the Agreement to the extent caused, directly or indirectly, by epidemics; lock-downs; acts of war; terrorism; hurricanes, earthquakes, fire, nuclear disasters and explosion, weather of exceptional severity, other acts of God or of nature; airport closures; criminal acts of third parties or any other acts undertaken by third parties not under the Company's reasonable control including, without limitation, denial of service attack; strikes or other labor or industrial disputes, riots or other acts of civil disorder, embargoes, government orders responding to any of the foregoing, the acts of any local or national government such as an imposition of economic sanctions; acts of governments such as expropriation, condemnation, changes in laws, and shelter-in-place or similar orders; failures or interruptions of electricity supplies or internet connection; failures and interruptions of a utility service; Cyber-terrorism, cyber-attacks, hacking, bugs; Crypto market

collapse or fluctuations, technical problems, including hardware and software crashes and other malfunctions, blockchain network disruptions and failures; 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 Digital Assets in respect of which the Company deals on the Trading Platform; 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; failure of the telecommunications or information services infrastructure, SPAM or failure of any computer, server or software disruptions on account of or caused by vandalism, theft, phone service outages, power outage, viruses, and mechanical, power or communications failures; failure in third-party hosting services; the failure of any relevant supplier, financial institution intermediate broker, agent or principal of the Company, custodian, subcustodian, dealer, exchange, feed provider, clearing house or regulatory or self-regulatory organization; the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its quotes, or the imposition of limits or special or unusual terms on trading in any such market or on any such event or other causes beyond the Company's reasonable control ("Force Majeure Event"). The Company shall not be liable to the Customer or have responsibility of any kind in respect of any losses, damage, delays or inconvenience arising out of a Force Majeure Event.

- 21.2 If the Company has established that a Force Majeure Event occurred, the Company has the right (without prejudice to the Company's other rights) to take any of the following steps without prior written notification and at any time:
- a) cancel any or all Transactions and/or Orders the result of which is directly or indirectly caused by Force Majeure Event;
 - b) determine at its discretion the quotes and spreads that are executable through the Trading Platform;
 - c) suspend the operation of the Trading Platform and /or the Services.

22. LINKS TO THIRD-PARTY WEBSITES

- 22.1 The Website and the Services 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. The existence of any such links does not constitute an endorsement of such websites, their content, or their operators. The Company is providing these links to you only as a convenience.
- 22.2 On the Website we may also provide third-party information that has been obtained from company or person who directly or indirectly provides us with information and sources we believe are reliable. Such information could include, but is not limited to, overall market data, quotations from other exchanges, markets, dealers, and/or miners of Digital Assets. The Company does not guarantee that this information is accurate, complete, timely, or in the correct order.

23. AMENDMENTS

- 23.1 Company may, at its sole discretion, amend, change or modify these Terms and Conditions or any portions of the Terms and Conditions or the Agreement from time to time by posting the amended Terms and Conditions and/or the Agreement via the Website, and by communicating these changes through any written or other contact methods, we have established with you. All amended terms shall have immediate effect from the moment they are officially posted on the

Website. It is the responsibility of the Customer to check the Website from time to time to make sure he/she complies with the current version of the Agreement. Customer's continued use of the Services following after the publication and communication of any changes shall be governed by those Terms and Conditions and the Agreement as modified and it shall constitute consent to such amendments. Irrespective of the aforementioned Customer acknowledges that we have a right to reaffirm his/her acceptance of the Agreement from time to time, as we introduce amendments and that his/her acceptance might be a prerequisite to further access and use of the Trading Platform and/or the Services.

- 23.2 If the Customer does not wish to be bound by those changes, the Customer should cease to access and/or use the Trading Platform and the Services and inform the Company in writing immediately. The Customer understands and agrees that Customer's sole and exclusive remedy in this case is to terminate the use of the Services and close the Account. The Customer agrees that the Company shall not be liable to the Customer or any third party as a result of any losses suffered by any modification or amendment of these Terms and Conditions and/or the Agreement.

24. MISCELLANEOUS.

- 24.1 Customer may not assign, transfer or convey to any other person, firm, corporation or entity whatsoever the Agreement or any of its rights, title, interest or obligations arising pursuant to the Agreement, whether by operation of law or otherwise, without Company's prior express written consent, acting in its discretion, provided that no such consent shall release or relieve the Customer from any obligations or liabilities under the Agreement. The Company can assign, transfer or convey to any other person, firm, corporation or entity whatsoever the Agreement or any of its rights, title, interest or obligations arising pursuant to the Agreement, whether by operation of law or otherwise, without Customer's consent. Subject to the foregoing restrictions, the Agreement will be binding upon and inure to the benefit of the Company's' respective successors and assigns. Any attempted assignment in violation of this section will be null and void.
- 24.2 There are no third-party beneficiaries to the Agreement.
- 24.3 In the event that any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be affected or impaired.
- 24.4 The Company will not be deemed to have waived any of its rights under the Agreement by lapse of time, failure or delay to exercise or enforce any right under the Agreement or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of the Agreement will constitute a waiver of any other breach of the Agreement. Neither a delay or a default by the Company during the execution or exercise of any right, authority or privilege under the Agreement or to which it is entitled by the law, will destroy or impair any such right, authority or privilege or will be considered as a waiver of such right, authority or privilege, nor any or partial execution or exercise of any right, authority or privilege will prevent or exclude any other or further execution or exercise or the execution or exercise of any other right, authority or privilege.
- 24.5 The Agreement will be governed solely by the laws of Lithuania, without reference to any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties or other international laws. In case of any dispute, claim, controversy or action arising out of or related to (a) the Agreement or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) the Services, operations of the Trading Platform, or (c) your access to or use of the Services and the Trading Platform at any time, the

parties consent to the personal and exclusive jurisdiction of the courts of Lithuania. With respect to any proceedings, the Customer irrevocably:

- a) agrees that the courts of Vilnius, Lithuania shall have exclusive jurisdiction to determine any proceedings,
- b) submits to the jurisdiction of Lithuania courts,
- c) waives any objection which the Customer may have at any time to the bringing of any proceedings in any such court, including under the doctrine of forum non conveniens or other similar doctrines.

24.6 Except as expressly stated in these Terms and Conditions, the Company makes no representations or warranties that Customer's use of the Trading Platform and/or the Service is appropriate in Customer's jurisdiction. Other than as indicated herein, Customer is responsible for compliance with any local and/or specific applicable laws, as applicable to Customer's use of the Trading Platform and/or the Services.

24.7 Each party hereby irrevocably and unconditionally waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement. Where permitted under Applicable law, both parties agree that each party may bring claims against the other party only in its individual capacity and not as a plaintiff or class member in any purported class or representative action. Unless both parties mutually agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

24.8 Nothing in these Terms and Conditions shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein.

24.9 If the Customer is a partnership, or otherwise comprises of more than one person, his liability under this Agreement shall be joint and several. In the event of the demise, bankruptcy, winding-up or dissolution of any one or more of such persons, then (but without prejudice to the above or the Company rights in respect of such person and his successors) the obligations and rights of all other such persons under this Agreement shall continue in full force and effect.

24.10 The Agreement, its schedules and addenda including documents incorporated by reference herein, sets forth the entire agreement of the parties and supersedes all prior or contemporaneous agreements, writings, negotiations, and discussions, whether written or oral, express or implied, with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

24.11 The Customer accepts and understands that the official language of the Company is the English language. The original language of these Terms and Conditions is English. Company may make available translations for convenience. In case of conflicts between the original English version and any translation, the English version shall prevail.

24.12 Without prejudice, and to any other rights in which the Company may be entitled, the Company may at any time and without notice to the Customer retain, deduct or set-off any amount (whether actual or contingent, present or future) at any time, owing between the Customer and the Company. The Company can retain, deduct or off-set any owned amounts using any Account the Customer maintains with the Company.

24.13 The rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.