

50x.com user agreement

50x.com TERMS OF USE

[Last revised: January 1, 2020]

Changed paragraphs are marked with ***

These Terms of Use and any terms expressly incorporated herein ('TERMS') apply to any services made available by the Smart Token Exchange, LTD (hereinafter, the 'EXCHANGE') and any access to, or use of, the EXCHANGE's website <https://50x.com> including any subdomains (hereinafter, the SITE) or the EXCHANGE's mobile and/or desktop applications (hereinafter, the 'APP') or any application programming interface at <https://api.50x.com> (hereinafter, the 'API') provided by the EXCHANGE relating to the SITE, and to any other related services provided by the EXCHANGE relating to the SITE or APP (collectively, the 'SERVICES'). As this is a legally binding contract, please carefully read the entire TERMS and related notices before using any of our SERVICES.

As used in these TERMS, the 'EXCHANGE' refers to the company 'Smart Token Exchange' LTD, registered with the Registrar of Companies for Saint Vincent and the Grenadines (hereinafter, 'SVG'), its owners, directors, investors and employees, as well as software and hardware systems used by the company 'Smart Token Exchange' LTD to provide SERVICES. The 'SERVICES' hereinafter mean any activities related to providing information to the USER and/or receiving information from the USER.

The 'USER' refers to any physical person and/or software and/or any other source of valid orders using the EXCHANGE's SITE or SERVICES with or without opening an account on the EXCHANGE. The 'ACCOUNT' hereinafter refers to a set of records storing identified USER's activities, balances, settings and any other data at the EXCHANGE's discretion.

The 'TRADING TERMINAL' hereinafter refers to an authorized area of the SITE or of the APP available for the download on the SITE and described as a valid TRADING TERMINAL and marked as 'stable' version by the EXCHANGE. TRADING TERMINAL also refers to API private methods.

The 'BLOCKCHAIN' hereinafter refers to a decentralized or centralized database using blockchain technology.

The 'SMART CONTRACT' hereinafter refers to the blockchain-based program capable of creating and accounting for digital tokens related to accounts.

The 'TOKENS' refer to the blockchain-based digital accounting units known as 'cryptocurrencies' and/or 'coins' and/or 'tokens'; also a third-party administered centralized or decentralized database-based accounting units used to account for and administrate accounting units. Root blockchain TOKENS known as the 'coins' are identified by the public blockchain name and official BLOCKCHAIN's website. TOKENS issued by a SMART CONTRACT are identified by the public blockchain name and a SMART CONTRACT identifier on that BLOCKCHAIN (hereinafter, the 'ADDRESS').

The 'ADDRESS' refers to a public key which can be used as a receiver and/or issuer and/or identifier in the blockchain transaction.

The 'PRIVATE KEY' hereinafter refers to a seed passphrase used to cryptographically sign orders and/or messages sent to the EXCHANGE, blockchain or to generate any other public proof of authority. PRIVATE KEY is also used to segregate and provide the end-users with the rights of administration of TOKENS.

The 'OTP PRIVATE KEY' hereinafter refers to a seed passphrase used to generate one-time time-based access authentication codes in the AUTHENTICATOR APP.

The 'AUTHENTICATOR APP' hereinafter refers to a third-party software able to generate time-based access authentication codes from the given passphrase. Google Authenticator is recommended.

The 'EWA' hereinafter refers to an Emergency Withdrawal Address you should set for every TOKEN on your account to be able to withdraw it without exchange to another TOKEN during the ACCOUNT TERMINATION PROCEDURE.

The 'PRIVATE MASTER KEY' hereinafter refers to a private passphrase used to initiate an ACCOUNT TERMINATION PROCEDURE.

The 'ACCOUNT TERMINATION PROCEDURE' is an emergency method used to automatically withdraw all tokens from your account to a previously set EWA. In case no EWA was set for the specific TOKEN on your account, it will be automatically exchanged at the market rates to one of the tokens which have specified EWAs (at the EXCHANGE's discretion). At least one EWA must be set on your account, otherwise, the ACCOUNT TERMINATION PROCEDURE shall not be activated.

The 'TRANSACTION' refers to the transfer of the administration rights for a specified amount of TOKENS and may take place using blockchain and/or internal accounting system of the EXCHANGE.

For most of the SERVICES provided, the EXCHANGE will collect the fees and/or commissions (hereinafter, the 'FEES'). FEES are charged on a 'per event' or a 'percentage' basis as described in 'Fees & Commissions Schedule' published at <https://fees.50x.com> which is an integral part of the current TERMS.

A 'TRADE' hereinafter is an exchange of the supported TOKENS on the SERVICES between you and another USER of the SERVICES whereby you dispose of certain TOKENS and acquire different TOKENS.

An 'ORDER' hereinafter is any set of USER's instructions received by the EXCHANGE in a form supported by the EXCHANGE with necessary authorization which defines, cancels or changes a requested action or another ORDER.

A 'OTP DEVICE' hereinafter refers to any device other than the one used to get authorized access to the EXCHANGE and not connected to it by wired or p2p wireless connection and not synchronized with it in any way.

An 'OTP' hereinafter refers to a One Time Password which can be generated by the separate application like Google Authenticator (recommended) or received by the USER from the EXCHANGE via alternative encrypted communication channel.

A '2FA' hereinafter refers to an authorization method requiring at least two separate passwords to be transmitted to the EXCHANGE, one of which is OTP.

The 'SUPPORT' hereinafter refers to an EXCHANGE's authorized staff accessible via email support@50x.com only from your personal secure email, registered on the EXCHANGE. Please note that SUPPORT or any other EXCHANGE's employees or representatives will never give you an address to transfer your TOKENS and never ask to make a transfer of the tokens to an ADDRESS not shown in the TRADING TERMINAL or on the SITE. Additionally, SUPPORT will never ask from you any part of your account access details like passwords, private keys, OTP codes except your login and/or email and the transactions hashes (which is publicly available information). Should this happen during your communications with the SUPPORT, you should not trust such instructions and must report to the support@50x.com from your personal secure email with quoting all the communications.

1. ACCEPTANCE OF TERMS

By clicking on an 'I Agree' button or check box presented on the SITE with the link to these TERMS on the same page and/or by registering, accessing or using any SERVICES, you agree to accept and comply fully with these TERMS. Should you disagree with these TERMS or any part and/or condition hereof, please refrain from accessing this SITE and using the SERVICES.

2. RISK DISCLOSURE

By accessing or using EXCHANGE's SERVICES you are voluntarily choosing to engage in sophisticated and risky digital asset transactions that may have non-zero Net Liquidation Value (hereinafter, the 'NLV') on the market. You are further acknowledging that you are aware of the many risks associated with the use of these services and with engaging in transactions in TOKENS, including but not limited to, risks of financial loss, technology glitches (including but not limited to problems with the blockchain technology), and hacking. The EXCHANGE works hard to provide state-of-the-art systems and security. However, certain issues and risks are unavoidable, and if such issues or problems arise in connection with your use of the EXCHANGE's SERVICES, including technical difficulties with depositing or trading TOKENS, 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 EXCHANGE is not responsible for the aforementioned risks, and you voluntarily assume and accept such risks in deciding to engage in TOKEN transactions on the EXCHANGE.

You are further acknowledging that you are solely responsible for the decisions about acquiring the administration rights for any TOKENS available on the EXCHANGE and should do your own due diligence before any TRADE, including technical safety review of the TOKEN's blockchain and/or SMART CONTRACT. You are further acknowledging that the EXCHANGE acts as a custodian on your behalf by managing private keys for all the TOKENS and ADDRESSES on your ACCOUNT and is not responsible for any third-party actions or technological failure that may result in losing administration rights for the TOKENS, including, but not limited to, double spend events, network and/or administrators actions, 51% attack etc.

By using the SERVICES and/or the EXCHANGE you declare that you understand that the EXCHANGE provides its SERVICES to any person willing to use the EXCHANGE for any TOKEN on a commercial basis, therefore, the EXCHANGE cannot guarantee that any token listed on the EXCHANGE has non-zero NLV or has the functions that are declared in the whitepaper or any other official documents for this TOKEN, and that the availability of the TOKEN on the EXCHANGE cannot be seen as a recommendation to invest in or trade with this TOKEN.

There may be additional risks that we have not foreseen or identified in current TERMS. You should carefully assess whether your financial situation and tolerance for risk is suitable for buying, selling or trading digital TOKENS.

3. MODIFICATION OF TERMS

The EXCHANGE reserves the right to modify and/or change the TERMS, including all Appendices at any time and at its sole discretion. The EXCHANGE will provide notice of these changes by updating the revised TERMS on the webpage <https://terms.50x.com> with updated [Last revised:] date on this page. Any and all modifications or changes to the TERMS will be effective immediately upon being announced on the website or released to users. As such, your continued use of the EXCHANGE's SERVICES acts as acceptance of the amended agreement and rules.

If you do not agree to any modification to these TERMS, you must stop using the SERVICES by transferring the remaining TOKENS on your accounts to your own ADDRESSES. The EXCHANGE encourages you to frequently review the TERMS to ensure you understand the terms and conditions that apply to your access to, and use of, the SERVICES. If you have any questions regarding the use of the EXCHANGE, SITE or SERVICES, please contact our SUPPORT.

4. ELIGIBILITY

By accessing and using EXCHANGE's SERVICES, you have affirmed that you are at least 18 years old (or older, if the full responsibility age in your country of residence is more than 18 years) and are an individual, legal person or other organization with full legal capacity to enter into these TERMS. You likewise acknowledge and declare that you are not on any trade or economic sanctions lists mandatory to follow by the SVG law, such as the United Nations Security Council Sanctions List and its equivalent. The EXCHANGE maintains the right to select its markets and jurisdictions to operate and may restrict or deny its SERVICES to certain countries. Depending on your country of residence, you may not be able to use all the functions of the SITE. It is your responsibility to follow those rules and laws in your country of residence and/or country from which you access this SITE and SERVICES.

5. DESCRIPTION OF SERVICES

The EXCHANGE provides an online digital asset trading platform (TOKEN to TOKEN) for products commonly known as cryptographic tokens, digital tokens or cryptographic currency/coins. The EXCHANGE does not provide fiat trading capabilities on its platform and as such is not subjected to the stringent regulations that come with it.

The EXCHANGE functions as a trading platform provider and is not a buyer or seller in trades made between USERS, however, it may act as a counterparty in each particular trade between the end-users to provide better and faster trading experience or by

the advanced A2A technology. The EXCHANGE is neither a market maker, nor does it control or define the TOKEN PRICES on the EXCHANGE. The market-making activities are the responsibility of the TOKEN supporter/issuer, therefore, the liquidity in each particular trading pair is not guaranteed. Traders must register and open an account with the EXCHANGE and deposit digital assets prior to commencement of trading. Traders may request the withdrawal of their digital assets, subject to the limitations as stated in the TERMS.

'TRADING PAIRS' on the EXCHANGE are described in 'ASSET/CURRENCY' or 'ASSET-CURRENCY' format.

'TRADE DIRECTION' should be specified for every trade ORDER and can be 'BUY' or 'SELL'.

A 'BUY' order means that you are getting an ASSET in exchange for a CURRENCY.

A 'SELL' order means that you are getting a CURRENCY in exchange for an ASSET.

In case a specific amount of the 'TRADING LOT' of an ASSET is not described in the APPENDIX A, a trading lot of an ASSET equals 1 TOKEN of an ASSET.

If specified, the 'VOLUME' parameter in the order always stands for an amount of an ASSET.

If specified, the 'PRICE' parameter is the ASSET/CURRENCY exchange ratio as an amount of CURRENCY TOKENS for 1 TRADING LOT of an ASSET.

If specified, the 'LIMIT PRICE' parameter is the threshold of a valid price for a full or partial ORDER execution as follows:

- for BUY ORDERS, the valid result of an order execution is an exchange of any amount of an ASSET to a CURRENCY with the ASSET/CURRENCY exchange ratio less or equal to the LIMIT PRICE.
- for SELL ORDERS, the valid result of an order execution is an exchange of any amount of a CURRENCY to an ASSET with the ASSET/CURRENCY exchange ratio more or equal to the LIMIT PRICE.

'MARKET' ORDER means that only VOLUME and TRADE DIRECTION are specified in the order, and MARKET ORDERS are executed with 'immediate or cancel' condition, meaning that the EXCHANGE will try to execute a MARKET ORDER only upon receiving, and the ORDER will be automatically closed (in case it is still open) regardless of the result after 180 seconds from the start of an execution. Please note that cancellation and settlement for such orders may also take some time.

'LIMIT' ORDER means that VOLUME and TRADE DIRECTION and LIMIT PRICE are specified for a trade ORDER. Optional cancellation conditions may be specified as described in API documentation or provided in TRADING TERMINAL.

'CONDITIONAL' ORDER means that the order will be inactive until the specified activation conditions have been detected by the EXCHANGE. All conditions values related to the market conditions (like liquidity, best prices, trading volume, change ratio over the period, etc.) are taken from the EXCHANGE and may be different from any other markets with no limitations.

'SLTP' (integrated Stop Loss/TakeProfit/Trailing), 'STOPLOSS', 'TAKEPROFIT', and 'DOAFTER' (hereinafter, collectively, the 'CHILD ORDERS') are the special dependent type of orders that are activated automatically by the EXCHANGE upon full execution of a PARENT order. Cancellation of an unfilled or closure of a partially filled PARENT ORDER will result in cancellation of all CHILD ORDERS.

As the CHILD ORDERS are actually added to the system automatically, it is the USER'S responsibility to keep enough available balance of the involved TOKENS so that the EXCHANGE can reserve necessary amount of TOKENS on the USER'S ACCOUNT. It is recommended to have sufficient amount of the A2A tokens to pay the trading commissions so that other TOKEN balances are not affected by the trading commissions.

'OneCancelOthers' (hereinafter, the 'OCO ORDERS') are the group of ORDERS where any full or partial execution of any ORDER in this group will cause a cancellation of all other ORDERS in this group.

The EXCHANGE strives to maintain the accuracy of information posted on its website. Nevertheless, it cannot guarantee the accuracy, suitability, reliability, completeness, performance or fitness for purpose of the content through the SITE, and will not accept liability for any loss or damage that may arise directly or indirectly from the content. Information on the SITE can be subjected to change without notice and is provided for the primary purpose of facilitating USERS to arrive at independent decisions. The EXCHANGE does not provide investment or advisory advice and will have no liability for the use or interpretation of information as stated in its SITE or other communication mediums. All USERS of the EXCHANGE must understand that there are risks involved in trading. The EXCHANGE encourages all USERS to exercise prudence and trade responsibly within their own means.

While the EXCHANGE emphasizes platform security to ensure the continuity and security of its SERVICES (announcements will be made in the event of downtime/maintenance), it will not be accountable for Force Majeure circumstances, malicious targeted hacking, terrorist attacks and other unforeseen circumstances. The EXCHANGE reserves the right to cancel, rollback or block transactions of all type on its platform in the event of abnormal transactions. The EXCHANGE will not ask for any password from its USERS nor ask USERS to transfer funds that are not listed on its trading platform. USERS are encouraged to exercise prudence in dealing with discounts or promotions that could lead to them getting scammed. While the list is non-exhaustive, you agree that the EXCHANGE will not be held responsible for any losses arising from the situations stated above.

By using the EXCHANGE, the SITE and any of its SERVICES, you declare that all information provided to the EXCHANGE in connection with these TERMS is true, accurate and complete.

6. EXCHANGE'S ACCOUNT REGISTRATION & REQUIREMENTS

6.1. Registration

All USERS must register via one of online TRADING TERMINALS listed on the SITE for an ACCOUNT before using the SERVICES. To register for an ACCOUNT, you must provide your email address and password, as well as accept the TERMS. Depending on certain conditions and in our sole discretion, we may refuse to open an ACCOUNT for you.

6.2. Number of 50x.com ACCOUNTS

The EXCHANGE may, in its sole discretion, limit the number of ACCOUNTS that you may hold, maintain, or acquire.

6.3. USER Identity Verification

6.3.1. With registration of an ACCOUNT on the EXCHANGE, you agree to share personal information requested for the purposes of identity verification. This information is used specifically for the detection of money laundering, terrorist financing, fraud and other financial crimes on the EXCHANGE platform. In addition to providing this information, to facilitate compliance with global industry standards for data retention, you agree to permit us to keep a record of such information for the lifetime of your ACCOUNT plus 5 years beyond ACCOUNT closing. You also authorize us to make inquiries, either directly or through third parties, that are deemed necessary to verify your identity or to protect you and/or us against financial crimes such as fraud.

6.3.2. The Identity Verification information we request may include, inter alia, your: Name, Email Address, Contact Information, Telephone Number, Username, Government Issued ID. In providing this required information, you confirm that it is accurate and authentic. Post-registration, you must guarantee that the information is truthful, complete and updated in a timely manner with any changes. If there is any reasonable doubt that any information provided by you is wrong, untruthful, outdated or incomplete, the EXCHANGE shall have the right to send you a notice to demand corrections, remove relevant information directly and, as the case may be, terminate all or part of the SERVICES to you. You shall be solely and fully responsible for any loss or expenses incurred during the use of the SERVICES if you cannot be reached through the contact information provided. You hereby acknowledge and agree that you have the obligation to keep all information provided up to date if there are any changes.

6.3.3. You may start using SERVICES in an automatic mode without providing any personal info. In this case you are solely responsible for receiving and securely storing the PRIVATE KEYS from your account, however, the EXCHANGE may ask you to provide additional info about your identity or transactions at its sole discretion.

6.4. ACCOUNT Usage Requirements

The EXCHANGE ACCOUNTS can only be used by the person who opened the ACCOUNT using their own email. The EXCHANGE reserves the right to suspend, freeze or cancel ACCOUNTS that are used by persons other than the persons who opened the ACCOUNT with their own email. Accordingly, the EXCHANGE will not take legal responsibility for these ACCOUNTS.

6.5. ACCOUNT Security

The EXCHANGE prioritizes maintaining the safety of those USER digital assets entrusted to us and has implemented industry standard protections for our platform. With that said, there are account-level risks that are created by individual USER actions. We request that you understand the need to independently take safety precautions to protect your own ACCOUNT and personal information.

You shall be solely responsible for the safekeeping of your account on the EXCHANGE and password and OTP PRIVATE KEY and OTP DEVICE and MASTER PRIVATE KEY and/or API keys on your own, and you shall be responsible for all activities under your log-in email, the EXCHANGE account, password, OTP codes and PRIVATE KEYS and/or API keys (including, but not limited to, information disclosure, information posting, consent to or submission of various rules and agreements by clicking on the SITE, online renewal of agreement, etc.).

You hereby agree that:

- you will take necessary actions immediately if you are aware of any unauthorized use of your EXCHANGE ACCOUNT and password by any person or any other violations to the security rules by sending the changing current password request and/or OTP private key and/or another authorization method cancellation request using login, password and OTP code; and
- you will strictly observe the security, authentication, dealing, charging, withdrawal mechanism or procedures of the SITE/APP/SERVICE; and
- you will log out from the SITE or APP by taking proper steps at the end of every visit; and you will properly use 2FA keeping the 2FA code generating application on a OTP DEVICE(s); and
- you will store PRIVATE MASTER KEY for your account and OTP PRIVATE KEY for 2FA OTP codes offline in a safe place, as well as all devices that contain one-time OTP codes generating applications with stored 2FA PRIVATE KEY or any media with PRIVATE KEYS or password.

The EXCHANGE will not be responsible for any loss or consequences caused by your failure to comply with the above Account Security provision or in any other case when a correct set of the authentication passwords/codes/keys were transmitted to the EXCHANGE.

6.6. Dispute Resolution

The EXCHANGE reserves the right to resolve issues and disputes at its sole discretion. Some issues include infringement of others' rights, violation of laws and regulations, abnormal trades and others not explicitly mentioned in the TERMS. USERS agree to bear the costs arising from the process of dispute resolution.

6.7. Guidelines for usage of SERVICES on the EXCHANGE

You hereby agree to observe the following covenants during your use of SERVICES on the EXCHANGE. All the activities that you carry out during the use of the EXCHANGE SERVICE:

- will be in compliance with the requirements of applicable laws, regulations, as well as the various guidelines of the EXCHANGE,
- will not be in violation of public interests, public ethics or others' legitimate interests,
- will not constitute evasion of payable taxes or fees and will not violate these TERMS or relevant rules. If you violate the foregoing promises and thereby cause any legal consequence, you shall independently undertake all of the legal liabilities in your own name and indemnify the EXCHANGE from all actions, claims, or costs arising from such violation. You will not use any data or information displayed on the SITE for commercial purposes without the prior written consent of the EXCHANGE, except for media-kits provided specially for such activities. You will use the SITE in accordance with the TERMS and Privacy Policy, without taking acts of unfair competition nor attempting to intervene with the normal operation of the EXCHANGE. Examples of such malicious acts include, but are not limited to:
 - using a device, software or subroutine to interfere with the SITE
 - overloading network equipments with unreasonable data loading requests
 - executing malicious sales or purchases on the market. By accessing the EXCHANGE SERVICE, you agree that the EXCHANGE

shall have the right to unilaterally determine whether you are violating any of the above covenants and take actions to limit or prevent relevant rules without receiving your consent or giving prior notice to you. Examples of such actions include, but are not limited to:

- blocking and closing ORDER requests
- freezing your ACCOUNT
- reporting the incident to authority
- publishing the alleged violations and actions that have been taken
- deleting any information you published that is in violation

If your alleged violation causes any losses to a third party, you shall solely undertake all the legal liabilities in your own name and hold the EXCHANGE harmless from any loss, fines or extra expenses. If, due to any alleged violation, the EXCHANGE incurs any losses, is claimed by any third party for compensation or suffers any punishment imposed by any administrative authorities, you shall indemnify the EXCHANGE against any losses and expenses caused thereby, including reasonable attorney's fees.

7. ACCOUNT FUNDING; TRANSFERS

7.1. Initial ACCOUNT Funding

In order to engage in a TRADE (as defined below) you must first transfer TOKENS that are supported by the SERVICES to your ACCOUNT on the EXCHANGE. The SERVICES associated with your ACCOUNT include a wallet service provided by the EXCHANGE (hereinafter, the "WALLET"). The WALLET will permit you to generate one or more ADDRESSES to which TOKENS may be transferred from an ACCOUNT, WALLET or ADDRESS not hosted or controlled by the EXCHANGE (hereinafter, the "EXTERNAL ADDRESS"). The EXCHANGE may require that you verify your control over an EXTERNAL ADDRESS or satisfy other verification or screening requirements prior to enabling transfers between the applicable EXTERNAL ACCOUNT and your WALLET or your EXCHANGE ACCOUNT. By default, the EXCHANGE only supports ordinary TOKEN TRANSFERS as described in the BLOCKCHAIN or TOKEN specification; not a third-party SMART-CONTRACT initiated and/or administrator's transfers or any other transfers not fully complying with the ordinary transfers described in the network documentation. All transfers to the EXCHANGE must be performed from your own ADDRESS using standard end-user software. Using third-party services like exchange offices, coin-to-coin exchanges or gateways may result in delays, assets loss or additional costs of asset recovery. Each asset on your EXCHANGE ACCOUNT has its own depositing ADDRESS and a BLOCKCHAIN identifier. Within one BLOCKCHAIN, ADDRESSES may be the same, however, you must get a new ADDRESS exactly for the asset you are going to deposit using TRADING TERMINAL.

7.2. Deposits

You may periodically at your discretion transfer from an EXTERNAL ACCOUNT to your WALLET any TOKENS that are supported for transfer and storage using the SERVICES. If you transfer to your WALLET any TOKENS that are not supported by the SERVICES, such TOKENS may be permanently lost. Processing of any non-standard transactions that requires admin's actions will be charged with the additional FEES. You will not be entitled to receive any interest or other fees on any TOKENS held in your WALLET, even if the EXCHANGE receives interest or other fees from any third parties, unless such option is specifically mentioned in the TOKEN description in the APPENDIX T to the current TERMS. You will not be entitled to receive any third-party TOKENS that may be received by the specific TOKEN holders (an 'Airdrop' event) or TOKENS of the shorter hashrate chain in case of the possible fork of the BLOCKCHAIN event unless the opposite is clearly stated at the official EXCHANGE's announcement.

7.3. Withdrawals

You are required to retain in your WALLET a sufficient quantity of TOKENS necessary to satisfy any open orders. In addition, there may be limits on the amounts that you are able to withdraw on a daily or other periodic basis setup by the security module or by yourself. Otherwise, you may periodically at your discretion withdraw TOKENS by transferring TOKENS from your WALLET to an EXTERNAL ADDRESS. You hereby authorize the EXCHANGE to use your Wallet to send to any EXTERNAL ADDRESS specified by you using the SERVICES, the number of Tokens specified by you using the SERVICES. The EXCHANGE is not able to reverse any transfers and will not have any responsibility or liability if you have instructed the EXCHANGE to send TOKENS to an address that is incorrect, improperly formatted, erroneous or intended for a different type of TOKEN.

7.4. Other Terms Applicable to Transfers

You will be responsible for: (a) paying all fees charged by any third party service provider associated with any EXTERNAL ACCOUNT or EXTERNAL ADDRESS as well as for paying any FEES charged by the EXCHANGE for any transfers; (b) ensuring that any inbound and outbound transfers are handled in compliance with the EXCHANGE requirements, third party service provider requirements or TOKEN requirements; (c) ensuring that the address to which any TOKENS are to be transferred is properly formatted and suitable for the type of TOKEN being transferred; and (d) ensuring that there are no errors in any of the transfer instructions you provide using the SERVICES. In the event you fail to comply with any requirements stated herein, the transferred TOKENS may be permanently lost. The timing for completing any transfer will depend on third party actions that are outside the control of the EXCHANGE and the EXCHANGE makes no guarantee regarding the amount of time it may take to complete any transfer. The EXCHANGE may impose limits on the amount of any inbound or outbound transfers, or suspend or terminate your ability to transfer TOKENS into or out of your WALLET in order to comply with applicable laws or regulations, an order from law enforcement or other governmental authority, or otherwise at the EXCHANGE's discretion.

8. EXCHANGE ORDERS AND TRADES

8.1. TRADES, ORDERS and FEES

When you enter an ORDER you authorize the EXCHANGE to execute a TRADE on a spot basis for all or a portion of the number of TOKENS specified in your ORDER in accordance with such ORDER. You agree to pay the EXCHANGE any applicable FEES and/or commissions for TRADES and authorize the EXCHANGE to deduct any such FEES from your WALLET. The FEES are taken automatically in the following order:

- (1) If you have enough A2A TOKENS on your A2A(b) ACCOUNT to pay the FEES with A2A TOKEN in full for any separate TRADE, the FEES will be taken from your A2A(b) ACCOUNT;
- (2) If you have enough A2A TOKENS on your A2A ACCOUNT (and you had them during 24 hours before the TRADE) to pay the FEES with A2A TOKEN in full for any separate TRADE, the FEES will be taken from your A2A ACCOUNT;
- (3) If you have enough CURRENCY TOKENS on your ACCOUNT to pay the FEES in full for any separate TRADE, the FEES will be taken from your WALLET in CURRENCY TOKENS;
- (4) If you do not have enough CURRENCY TOKENS on your WALLET to pay the FEES in full for any separate TRADE, the FEES will be taken from your WALLET in ASSET TOKENS;

8.2. No Broker or Fiduciary Relationship The EXCHANGE is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any TRADES or other decisions or activities effected by you using the SERVICES. No communication or information provided to you by the EXCHANGE is intended as, or shall be considered or construed as, advice. Please refer to Section 2 for a summary of some of the risks you should consider when choosing whether to use our SERVICES.

8.3. ORDER Confirmation

Before an ORDER is placed, the SERVICES will generate and display a confirmation dialogue box summarizing the details of the proposed transaction, including the type and amount of TOKENS you are seeking to dispose of, the type and amount of TOKENS that you are willing to accept in exchange for the TOKENS you are seeking to dispose of, the EXCHANGE's estimated FEES if the entire ORDER were to be executed, and the total number and type of TOKENS that will be transferred out of your WALLET if the entire ORDER were to be executed. Your ORDER will be placed upon confirmation of the ORDER summary via the SERVICES. In some versions of TRADING TERMINAL you can turn off such confirmation dialogue to be able to send ORDERS in one step or in one click. In some versions of the TRADING TERMINAL, ORDER creation and editing are implemented in one step or in one click or in one drag-n-drop action. Notwithstanding the foregoing, you agree that the failure of the SERVICES to provide such ORDER summary or confirmation shall not prejudice or invalidate any ORDER submitted by you or any TRADE completed based on such Order. Upon receiving an order, the system confirms the fact of the receipt. However, this does not guarantee that the order will be processed, as many reasons can prevent it and this cannot be determined upon receipt. You should always check the result of your order processing by updating of the terminal logs and information. Keep in mind that unstable internet connection can prevent the information in the trading terminal from being up-to-date.

8.4. ORDER Matching and TRADE Execution

Upon placement of an ORDER, your EXCHANGE ACCOUNT will be updated to reflect the open ORDER, and your ORDER will be included in the EXCHANGE's ORDER book for matching with ORDERS from other USERS of the SERVICES. If all or a portion of your ORDER is matched with another ORDER of the opposite trading direction, the SERVICES will execute a TRADE. Upon execution of a TRADE, your EXCHANGE ACCOUNT will be updated to reflect that the ORDER has either been closed due to having been fully executed, or updated to reflect any partial fulfillment of the ORDER. ORDERS will remain open until fully executed or cancelled in accordance with Section 8.5 below. For purposes of effectuating a TRADE, you authorize the EXCHANGE to take temporary control of the TOKENS that you are disposing of in the ORDER. These TOKENS temporarily controlled by the EXCHANGE are accounted for as RESERVED.

8.5. Modifications and Cancellations

You may only modify or cancel an ORDER initiated via the SERVICES if such modification or cancellation occurs before your ORDER has been matched with another ORDER. Once your ORDER has been matched with another ORDER, you may not change, withdraw, or cancel your authorization for the EXCHANGE to complete such ORDER. If any ORDER has been partially matched, you may modify or cancel the unmatched portion of the ORDER unless and until the unmatched portion has been matched. You can only modify the ORDER if the new ORDER parameters are in compliance with the EXCHANGE's trading requirements. The EXCHANGE reserves the right to refuse any modification or cancellation request associated with a LIMIT ORDER after you have submitted such ORDER. You should control current order parameters and status after sending modification or cancellation requests. The MARKET ORDER cannot be changed or modified.

8.6. Insufficient TOKENS

If you have an insufficient amount of TOKENS in your WALLET to fulfill an ORDER, the EXCHANGE may cancel the entire ORDER or may fulfill a partial ORDER that can be covered by the TOKENS in your WALLET (after deducting any FEES payable to the EXCHANGE in connection with the TRADE). If you have a negative balance in any TOKEN ACCOUNTS regardless of the cause of such event, your ACCOUNT will be frozen by the EXCHANGE or some features might be disabled. If you have a LIMIT ORDER after you have submitted such ORDER, your ACCOUNT is expected to be unfrozen automatically after depositing the sufficient amount of TOKENS to eliminate the negative balance. Alternatively, you can contact support to find another way to solve the problem.

9. GENERAL SERVICE TERMS

9.1. Conditions and Restrictions

The EXCHANGE may, at any time and in its sole discretion, refuse any transfer request, ORDER placement or other transaction request submitted via the SERVICES, impose limits on the amounts of transfers or TRADES that can be completed on a daily or other periodic basis or impose any other conditions or restrictions upon your use of the SERVICES, without prior notice. For example, the EXCHANGE may: (a) limit the number of open ORDERS that you can establish via the SERVICES; (b) restrict transaction requests from certain locations/addresses; or (c) restrict withdrawals or trading if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if the EXCHANGE receives reasonable notice that your ownership of some or all of the TOKENS in your EXCHANGE ACCOUNT is in dispute.

9.2. Accuracy of Information You must provide any information required by any screen displayed within the SERVICES. You represent and warrant that all information you provide via the SERVICES is accurate and complete in all respects.

9.3. Support for TOKENS

The EXCHANGE retains the right, in its sole discretion, to determine whether to support transfer, storage or trading of any TOKEN using the SERVICES, and may discontinue or terminate any support for any TOKEN at any time for any or no reason. Unless otherwise required by law or law enforcement, the EXCHANGE will make reasonable efforts to notify you of its decision to cease to support a TOKEN. If the EXCHANGE ceases to support transfer or storage of a particular TOKEN using the SERVICES, the EXCHANGE will use commercially reasonable efforts to notify you at least 30 days prior so as to afford you with an opportunity to transfer the affected TOKEN from your WALLET to an EXTERNAL ADDRESS. If you do not transfer the affected TOKEN out of your WALLET prior to cessation of support for the TOKEN by the EXCHANGE, the TOKEN may be lost due to your inability to

access, transfer or otherwise control the TOKEN. EXCHANGE will not be liable to you for any losses or expenses related to its decision to cease any support for any TOKEN.

9.4. Compliance with Law; Taxes

You are responsible for complying with all applicable laws related to your trading activities and other use of the SERVICES, including without limitation any reporting obligations and payment of all applicable taxes. You will determine what, if any, taxes apply to the TRADES and any other transactions you complete via the SERVICES, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. The EXCHANGE is not responsible for determining whether taxes apply to your TRADES or for collecting, reporting, withholding, or remitting any taxes arising from any TRADES.

9.5. Error Correction Attempts

The EXCHANGE may, at its option and discretion, attempt to correct, reverse or cancel any ORDER, TRADE or transfer with respect to which the EXCHANGE has discovered that there was an error, whether such error was by you, the EXCHANGE or a third party. You hereby authorize the EXCHANGE to attempt any such correction, reversal or cancellation described in the preceding sentence. The EXCHANGE provides no guarantee or warranty that any such attempt will be successful and will have no responsibility or liability for the error or any correction attempt.

9.6. Property Disputes

If the EXCHANGE receives notice that any TOKENS held in your WALLET are alleged to have been stolen or otherwise are not lawfully possessed by you, the EXCHANGE may, but has no obligation to, place an administrative hold on the affected TOKENS or your WALLET. If the EXCHANGE does place an administrative hold on some or all of your TOKENS, the EXCHANGE may continue such hold until such time as the dispute has been resolved and evidence of the resolution acceptable to the EXCHANGE has been provided to the EXCHANGE in a form acceptable to the EXCHANGE. The EXCHANGE will not involve itself in any such dispute or the resolution of the dispute. You agree that the EXCHANGE will have no liability or responsibility for any such hold, or for your inability to withdraw TOKENS or execute TRADES during the period of any such hold.

9.7. TOKEN Holder's benefits and opportunities You are responsible for doing all things and taking all actions necessary to enable or receive financial or other benefits made available to TOKEN holders. For example, and without limitation, if new or additional TOKENS are provided (whether by "airdrop" or other means) to holders of a TOKEN, it would be your responsibility to claim the TOKENS and to designate the WALLET ADDRESS for such TOKENS to be delivered. The EXCHANGE has no responsibility to enable, facilitate or help with claiming or receiving any such TOKENS or other benefits. You should move the TOKENS to your own EXTERNAL ADDRESS prior to the date used to determine what addresses are valid to receive such benefits (hereinafter, a "RECORD DATE") to be able to receive such benefits.

9.8. Unacceptable Use or Conduct

You will not:

- violate any law, regulation, contract, intellectual property or other third-party right, or commit a tort while using the SERVICES;
- use the SERVICES in any manner that could interfere with, disrupt, negatively affect, or inhibit other USERS from fully enjoying the SERVICES, or that could damage, disable, overburden, or impair the functioning of the SERVICES in any manner;
- engage in any type of market manipulation. Market manipulation activities include, but are not limited to, pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing and layering, regardless of whether it is prohibited by law;
- use the SERVICES to pay for, support, or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;
- use any robot, spider, crawler, scraper, or other automated means or interface not provided by the EXCHANGE to access the SERVICES or SITE or to extract data, except software using EXCHANGE'S API;
- use or attempt to use another USER'S ACCOUNT without authorization;
- attempt to circumvent any content filtering techniques the EXCHANGE employs, or attempt to access any service or area of the SERVICES that you are not authorized to access, or attempt to access the SERVICES from any location or jurisdiction in which you are prohibited from accessing the SERVICES;
- introduce to the SERVICES any malware, virus, trojan worms, logic bombs, or other harmful material;
- develop any third-party applications that interact with our SERVICES without our prior written consent, or unless otherwise agreed, except software using EXCHANGE'S API;
- provide false, inaccurate, or misleading information;
- post content or communications that are, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;
- 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;
- 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;
- promote, offer, use or otherwise exploit the SERVICES or use or otherwise exploit any data related thereto in connection with the formation, operation or offering of any index fund or similar product or any data package or similar product or any other derivative product utilizing the SITE or the SERVICES; or
- encourage or induce any third party to engage in any of the activities prohibited under this Section.

9.9. Accuracy of the calculations **

All calculations on the EXCHANGE and related SERVICES, including but not limited to user account balances, transaction volume, order price, volume and amount are made with an accuracy of not less than 0.001% and additionally limited to 0.0000001. Additionally, the EXCHANGE may process values less than 0.0000001 as any value from 0 to 0.0000001 inclusive. Any discrepancies not exceeding the limitations mentioned above in each separate action with user balances or order parameters are recognized as valid.

10. FEES

You agree to pay the EXCHANGE the FEES described in the 'Fee Schedule' and published at <https://fees.50x.com> owed by you under these TERMS.

11. CHANGES; SUSPENSION; TERMINATION

11.1. Changes to SERVICES

The EXCHANGE may, at its discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any portion of any SERVICES.

11.2. Suspension or Termination of SERVICES

The EXCHANGE may, at its discretion and without liability to you, with or without prior notice and at any time, temporarily suspend or permanently terminate your access to all or a portion of any SERVICES.

11.3. No Liability

The EXCHANGE will not be liable for any losses suffered by you resulting from any modification of any SERVICES or from any suspension or termination of your access to all or a portion of any SERVICES (whether pursuant to this Section 11 or for any other reason). If and when SERVICES resume, you acknowledge that TOKEN valuations and exchange rates may differ significantly from the valuations and rates prior to such event.

11.4. Effect of Termination

In the event of discontinuation of all SERVICES or other termination of your right to access all SERVICES:

- (a) all amounts payable by you to the EXCHANGE will immediately become due;
- (b) the EXCHANGE may delete or deactivate your EXCHANGE ACCOUNT and all related information and files in such account without liability to you; and
- (c) the EXCHANGE may cancel any open ORDERS or other transaction requests that are pending at the time of discontinuation or termination. In the event of discontinuation or termination of all SERVICES or discontinuation or termination of transfer or storage SERVICES for all or some TOKENS, the EXCHANGE will use commercially reasonable efforts, unless prohibited, in order to comply with applicable laws or regulations or by order of law enforcement or other governmental authority, to provide you with a period of 90 days to remove the affected TOKENS from your EXCHANGE ACCOUNT.

12. ELECTRONIC NOTICES

12.1. Consent to Electronic Delivery

You consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, COMMUNICATIONS) that the EXCHANGE provides in connection with these TERMS, your EXCHANGE ACCOUNT or any SERVICES. You agree that the EXCHANGE may provide these COMMUNICATIONS to you by posting them via the SERVICES, by emailing them or the link to the location of such documents on the SITE to you at the email address you provide, sending them using an app or other messaging service to your account on the app or messaging service. Your carrier's normal, messaging, data, and other rates and fees may apply to any mobile COMMUNICATIONS. You are solely responsible for proper configuration of the email server you use to receive COMMUNICATIONS from the EXCHANGE via e-mail, so that emails sent from the SITE addresses will not be blocked, filtered or deleted by any SPAM protection systems of the email service provider. Please note that if you use a SPAM filter that blocks or re-routes emails from senders not listed in your email address book, you must add the EXCHANGE to your email address book so that you will be able to receive the COMMUNICATIONS the EXCHANGE sends to you. You should maintain copies of electronic COMMUNICATIONS by printing a paper copy or saving an electronic copy.

12.2. Hardware and Software Requirements

In order to access and retain electronic COMMUNICATIONS, you will need an electronic device with an Internet connection that has a webkit-based web browser with cookies enabled and HTTPS support. You will also need to have a valid email address on file with the EXCHANGE and have sufficient storage space to save past COMMUNICATIONS.

12.3. Withdrawal of Consent

You may withdraw your consent to receive electronic COMMUNICATIONS by sending a withdrawal notice to our Support Team by filing a support request at support@50x.com. If you decline or withdraw consent to receive electronic COMMUNICATIONS, the EXCHANGE may suspend or terminate your use of the SERVICES.

12.4. Updating Contact Information

It is your responsibility to keep your email address on file with the EXCHANGE up to date so that the EXCHANGE can communicate with you electronically. If the EXCHANGE sends you an electronic COMMUNICATION but you do not receive it because your email address or mobile phone number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic COMMUNICATIONS, the EXCHANGE will be deemed to have provided the COMMUNICATION to you. You can update your email address and account details at any time by using a TRADING TERMINAL or the SITE. If your email address becomes invalid so that electronic COMMUNICATIONS sent to you by the EXCHANGE are returned, the EXCHANGE may deem your ACCOUNT to be inactive, and you may not be able to complete any transaction via our SERVICES until you have changed your e-mail on file using the TRADING TERMINAL and/or SITE and/or any other verification methods accepted at the EXCHANGE's discretion.

13. PROPRIETARY RIGHTS

13.1. Ownership of SERVICES

The SERVICES, SITE and all technology, content, data and other materials used, displayed or provided or received by you in connection with the SERVICES or SITE (hereinafter, the 'MATERIALS') together with all intellectual property rights in any of the foregoing, are owned by the EXCHANGE.

13.2. Limitations

You may use the EXCHANGE MATERIALS solely as authorized by the EXCHANGE in connection with your use of the SERVICES for as long as the EXCHANGE permits you to continue to access the SERVICES. Without limiting the foregoing, you will not

(a) resell, lease, lend, share, distribute or otherwise permit any third party to use the SITE, SERVICES or the EXCHANGE MATERIALS or use the SITE, SERVICES or the EXCHANGE MATERIALS in any service bureau environment;
(b) modify or create derivative works of the SITE, SERVICES or the EXCHANGE MATERIALS, or any portion thereof or any data or information received by you in connection therewith;
(c) frame, display or incorporate the SITE, SERVICES or the EXCHANGE MATERIALS in any website or any other work of authorship;
(d) decompile, disassemble, reverse engineer or attempt to discover the source code of the SITE, SERVICES or the EXCHANGE MATERIALS;
(e) use the SITE, SERVICES or the EXCHANGE MATERIALS to design, develop or create any competing product or service; or
(f) otherwise use the SITE, SERVICES or the EXCHANGE MATERIALS for any commercial or noncommercial purpose other than their intended purposes determined at the EXCHANGE's discretion. The EXCHANGE, any product or service names, logos, and other marks used on the SITE or the EXCHANGE MATERIALS, or otherwise in connection with the SERVICES, are trademarks owned by the EXCHANGE or its licensors. You may not copy, imitate or use them without the EXCHANGE's prior written consent.

14. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SITE, THE SERVICES, THE EXCHANGE MATERIALS AND ANY PRODUCTS, SERVICES OR OTHER ITEMS PROVIDED BY OR ON BEHALF OF THE EXCHANGE ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS AND THE EXCHANGE EXPRESSLY DISCLAIMS, AND YOU WAIVE, ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. WITHOUT LIMITING THE FOREGOING, THE EXCHANGE DOES NOT REPRESENT OR WARRANT THAT THE SITE, THE SERVICES OR EXCHANGE MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOUR USER DATA MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, VIRUSES OR OTHER HARMFUL MATERIALS, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES. THE DISCLAIMER OF IMPLIED WARRANTIES CONTAINED HEREIN MAY NOT APPLY IF AND TO THE EXTENT IT IS PROHIBITED BY APPLICABLE LAW OF THE JURISDICTION IN WHICH YOU RESIDE.

15. INDEMNIFICATION

You will defend, indemnify, and hold harmless the EXCHANGE and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, 'INDEMNIFIED PARTIES') from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out of or relating to:
(a) your use of, or conduct in connection with, the SERVICES;
(b) any information you provide;
(c) your violation of these TERMS; or
(d) your violation of any applicable law or the rights of any other person or entity. If you are obligated to indemnify any INDEMNIFIED PARTY, the EXCHANGE (or, at the EXCHANGE's discretion, the applicable INDEMNIFIED PARTY) will have the right, in its sole discretion, to control any action or proceeding and to determine whether the EXCHANGE wishes to settle, and if so, on what terms.

16. DISCLAIMER OF DAMAGES

IN NO EVENT WILL THE EXCHANGE AND THEIR SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, INTER ALIA, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESS OR FINANCIAL BENEFIT) ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE SERVICES, THE EXCHANGE MATERIALS, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF THE EXCHANGE, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY (INCLUDING, FOR AVOIDANCE OF DOUBT, ANY NEGLIGENCE OF THE EXCHANGE), EVEN IF THE EXCHANGE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

17. LIMITATION OF LIABILITY

IN NO EVENT WILL THE LIABILITY OF THE EXCHANGE AND THEIR SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE SERVICES, THE EXCHANGE MATERIALS, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF THE EXCHANGE, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY (INCLUDING, FOR AVOIDANCE OF DOUBT, ANY NEGLIGENCE OF THE EXCHANGE) EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO THE EXCHANGE UNDER THESE TERMS IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

18. Jurisdiction; Dispute Resolution

18.1. Jurisdiction

These TERMS shall be governed and construed in accordance with the law of SVG. The parties hereto agree to irrevocably submit to the exclusive jurisdiction of the courts of SVG.

18.2. Dispute Resolution

All disputes, controversies or claims arising out of or relating to these TERMS or the SERVICES, will be resolved through confidential binding arbitration, which shall be held in SVG in accordance with the SVG Rules and Procedures of the Judicial Arbitration and Mediation Services.

19. MISCELLANEOUS

19.1. Remedies

If you violate any of these TERMS, the EXCHANGE may, as it determines reasonably necessary to remedy or mitigate your violation, delete all or part of such information transmitted by you, suspend or cancel your ACCOUNT, or confiscate TOKENS owned by you without any prior notice to you. The EXCHANGE shall in no event be responsible or liable for any damage incurred by the USER as a result of an action taken by the EXCHANGE pursuant to this paragraph. Any right or remedy of the EXCHANGE set forth in these TERMS is in addition to, and not in lieu of, any other right or remedy whether described in these TERMS, under statute, at law or in equity.

19.2. Severability

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

19.3. Force Majeure

The EXCHANGE will have no responsibility or liability for any failure or delay in performance of any SERVICES, or any loss or damage that you may incur, due to any circumstance or event beyond the control of the EXCHANGE, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

19.4. Assignment

You may not assign or transfer any right to use the SERVICES or any of your rights or obligations under these TERMS without prior written consent from us, including by operation of law or in connection with any change of control. The EXCHANGE may assign or transfer any or all of its rights or obligations under these TERMS, in whole or in part, without notice or obtaining your consent or approval.

19.5. Headings

Headings of sections are for convenience only and shall not be used to limit or construe such sections or conditions.

19.6. Entire Agreement; Order of Precedence

These TERMS contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the SERVICES. In the event of any conflict between these TERMS and any other agreement you may have with the EXCHANGE, these TERMS will obtain unless the other agreement specifically identifies these TERMS and declares that the other agreement supersedes these TERMS.