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# Mexo User Agreement

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This Mexo User Agreement (from now on referred to as the "Agreement," "Terms of Use," or "Terms of Service") specifies the rights and obligations between Mexo Users and Mexo.

These Terms of Service apply to users using the website mexo.io (the "Site") and any other services provided by Mexo (collectively, the platform, the Site, and such services, the "Mexo Services"). By clicking the "I have read and agreed" button, by checking the box presented with these Terms of Use, by accessing or using any of the Mexo Services, and/or by creating or funding the Mexo Wallet, you acknowledge that you have read, understood and have granted your full and unconditional acceptance of the general and specific terms and conditions established in this Agreement.

**IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, OR WITH ANY UPDATE, CHANGE, OR MODIFICATION, YOU SHOULD CEASE USING MEXO SERVICES IMMEDIATELY, OR OTHERWISE BE BOUND BY THESE TERMS OF SERVICE.**

Please read this Agreement carefully. In the event of any breach of this Agreement, Mexo has the right to terminate the services for any Mexo Users who are suspected of violating the Agreement or any relevant laws and regulations applicable to the Mexo Services and Mexo Users.

Mexo has the right to report suspicious transactions to the relevant financial regulators and, if necessary, freeze the User's assets and transfer them to the appropriate department for processing in terms of applicable AML and CTF Provisions.

 **Support**

Mexo Services are sophisticated and carry a high level of risk and are not appropriate for users who

do not possess the proper level of knowledge and experience to deal with them. Mexo is under no obligation to assess you on the suitability of the Mexo Services and any statement or comment

which may be made by Mexo or any of its directors, officers, employees, agents, or representatives as to the suitability of the Mexo Services to you should under no circumstance be considered as investment or legal advice and should not be received or relied upon as such. Any use of the Mexo Services, including the decision to register as a Mexo User, is done at your own free will. Therefore, you are responsible for the consequences that this decision may have on your estate.

The ownership and operation of the services provided by Mexo are owned by Mexo Global Ltd., a British Virgin Island company duly incorporated under No. 2038445 and having its registered address in Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands.

**IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT REQUIRES ALL MEXO USER TO BRING ANY CLAIMS AND TO RESOLVE DISPUTES ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED, AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT INCLUDING THE DECISION TO ARBITRATE AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.**

## I. Definitions

In this Agreement, the following words and expressions shall carry the following meanings save where the context indicates otherwise:

**Affiliates** means concerning any person, any other person directly or indirectly Controls, is Controlled by, or under the common control of such first-person, and shall include subsidiaries and parent companies of the first person and subsidiaries of the parent;

**Agreement** means this Terms of Use and/or Terms of Service.

**AML and CTF Provisions** means anti-money laundering and counter-terrorist financing provisions, including, but not limited to, all Laws applicable to the

Parties prohibiting money laundering or any acts or attempted acts to conceal or disguise the identity or origin of; change the form of; or

move, transfer, or transport, illicit proceeds, property, funds, Fiat, or Digital Assets, including, but not limited to, the promotion of any unlawful activity such as fraud, tax evasion, embezzlement, insider trading, financial crime, bribery, cyber theft or hack, narcotics trafficking, weapons proliferation, terrorism, or economic sanctions violations, which may also require internal controls to detect, prevent, report, and maintain records of suspected money laundering or terrorist financing;

**Blockchain**

means a data structure that makes it possible to create a digital ledger of transactions and share it among a distributed network of computers.

**Crypto-assets**

means a type of digital asset in which encryption techniques are used to regulate the creation of new units, verify transactions, and secure the transactions without the intervention of any middleman, through a peer-to-peer network.

**Cryptocurrency**

means a type of digital currency in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently of a central bank or Country, and usually do not have legal tender status.

**Data**

means any information relating to a Mexo User and is regulated by Mexo's Privacy Policy.

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

**Digital Token Address** means a string of alphanumeric characters used to receive and send Digital Tokens, which typically is associated with a user's Digital Token Wallet.

**Digital Token Wallet** means a software application (or other mechanisms) that provides a means for holding, storing, and transferring Digital Tokens, including a user's Digital Tokens Address, Digital Token Balance, and cryptographic keys.

**Eligible person** means any Non- Sanctioned Person that meets the requirements established in section 4.1 of this Agreement.

**Fee Schedule** means the completes listing of fees and commissions charged by Mexo to Mexo Users for using Mexo Services.

**Fiat** means the government-issued currency that is designated as legal tender in its country of issuance through government decree, regulation, or the law.

**Force Majeure Event** means such events as the outbreak of diseases, death of or serious injury to any key member of the Parties, acts of God, riots, and insurrection, war, acts of terrorism and fire, judicial or government action, acts of civil or military authority, each of which is beyond the reasonable control of the Party whose performance of its obligations hereunder is prevented or delayed by such event;

**Intellectual Property** means any copyright, patents, utility models, trademark, design, database right, trade, business or company names, trade secrets or other propriety rights or any other rights including the registration of such rights and, including any rights or confidential information, trade secrets, know-how, innovation or data;

**Mexo** means Mexo Global Ltd.

**Mexo Exchange Platform** means the online peer to peer platform operated by Mexo in which a Mexo Users can exchange one kind of Digital Token for another type of Digital Token from another Mexo User based on the market value of the given Digital Token.

**Mexo Rules** means the terms and conditions by which a Mexo User may utilize the Mexo Service, which includes, but are not limited to, this Agreement, Privacy Policy, OTC Policy, Derivatives Trading Policy, and other additional rules and regulations posted on the Site.

**Mexo Services** means all services offered to Mexo Users, directly or indirectly,

**MEXO SERVICES**

means all services offered to Mexo Users, directly or indirectly through third-party providers. These services may include when permitted by the applicable law, the use of the Mexo Exchange Platform, the OTC Trading Platform, the Derivatives Trading Platform, transfer balances to other Persons and Mexo Users, exchange digital tokens for Fiat currency, and other financial services that could be made available directly or indirectly to Mexo Users.

**Mexo Site**

Means Mexo's website [www.mexo.io](http://www.mexo.io)

**Mexo User**

means any Person who, according to Mexo's terms of use: 1) is eligible; 2) has completed the registration on Mexo Site; 3) is authorized to use Mexo Services, and 4) his identity has been verified and has complied with applicable AML and Know Your Customer provisions.

**Mexo Wallet**

means a Digital Token Wallet provided by Mexo to a Mexo User. Mexo may provide a Mexo User one or more Digital Token Addresses (depending on whether a supported Digital Token requires a different address) that will be associated with the Digital Token Wallet and to which, or from Digital Tokens may be transferred.

**Parties**

means the Parties hereto and the expression "Party" shall be construed as any one of them as the case may be;

**Person**

means any individual, partnership, association, corporation, company, other body corporate, estate, trust, and any form of organization, entity, or group (whether or not having separate legal personality);

**Sanctioned Person** refers to any Person or Digital Token Address that is: (a) listed explicitly in any Sanctions List; (b) directly or indirectly owns or owned 50 percent or more by any Person or Persons, referred to in any Sanctions List, or Government or Government Official of any prohibited jurisdiction; or (c) that is subject to any Government approval or otherwise sanctioned, restricted, or penalized under applicable laws.

In this Agreement, except where the context otherwise requires:

- (a) headings and subheadings are for convenience only and do not affect the interpretation of any section or subsection of this Agreement;
- (b) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted; and
- (c) Words denoting the singular shall include the plural and vice versa, and words meaning any one gender shall include all genders.

## **II. Disclosure of risks associated with Mexo Services and waiver of liability.**

By buying, selling, exchanging, or storing Digital Tokens or cryptocurrencies through the Services provided by Mexo, you are voluntarily and expressly acknowledging, and without limitation:

- (a) That such activities are highly risky, volatile, and sophisticated, and you risk losing all your money.
- (b) That the exchange and acquisition of Digital Tokens and crypto-assets, in general, are not activities regulated by many countries, including Mexico and the British Virgin Islands, and as such, is not supervised by any authority.
- (c) That the Digital Tokens are not legal tender and are not endorsed by any government or any financial institution.
- (d) That the Digital Tokens are not a currency, are not backed by any government and are not insured by any type of deposit insurance at the local or federal level;
- (e) That Digital Assets do not have a fully defined legal regime and are therefore subject to

(e) That Digital Assets do not have a fully defined legal regime and are therefore subject to legislative, policy and/or regulatory changes at the state, federal and international levels that could affect their use, transmission, exchange, and value;

(f) That the functions, characteristics, operation, use, and other properties of the Digital Tokens ("Token Properties") and the underlying software, networks, protocols, systems, and other technologies ("Underlying Technology") used to manage, create, transfer, cancel, use and/or transact with the Token can be complicated, technical and challenging to understand and evaluate.

(g) That the Digital Token and its Underlying Technology are vulnerable to attacks on its security, integrity and/or operation of the Digital Token or its Underlying Technology, including those attacks that, using sufficient computational force, can affect the regular operation of a blockchain or its underlying technology;

(h) That the Digital Token, Token Properties, and/or the Underlying Technology may change or stop working as expected due to a change made in the Underlying Technology, a change made using features or functions incorporated in the Underlying Technology or a change resulting from an attack.

(i) That there are technological, cyber, and fraud risks inherent in the purchase, sale, and exchange of digital tokens and crypto assets in general, including the possibility of hacking. In these cases, it may take Mexo days, weeks, and even months to resolve specific problems that may arise from the use of technology, and in some cases, may not be able to be solved at all.

(j) That once the purchase of the Digital Token has been made, it is impossible to reverse the operation once it is executed.

(k) That there is a possibility that the Mexo User may not use and/or deposit and/or withdraw the Digital Tokens when required.

(l) That there is a possibility that the conditions do not exist for the acquisition and/or exchange of Digital Tokens through the platform.

(m) That there is a possibility that once you purchased or acquired a Digital Token, there will be no counterparty to which you can sell or exchange the Digital Token.

(n) That Mexo reserves at all times and, in its sole discretion, the right to eliminate and/or suspend and/or stop maintaining the exchange, support, custody, or storage of any Digital Asset.

(o) That Mexo may suspend or reject the execution of any trade, or suspend your access to the Services to comply with any applicable regulation or law.

(p) That the information about any Digital Token offered within the platform is not endorsed or verified by Mexo. Therefore the information that is available through the platform is not a complete and real representation of the properties, characteristics, functionalities, use, and value



of the Digital Token.

(q) That the Digital Token may cancel, display, or duplicate, otherwise, lose all or most of its value, due to forks, attacks, changes in Token properties, or the Digital Token's failure to function as expected.

(r) That the Digital Tokens may decrease in value or lose its full value due to legislative or regulatory activity or any other government action;

(s) That the use of Digital Assets may, by its nature, lead to an increased risk of cyber-attack or fraud;

(t) That third parties can gain access or use your Mexo Account and carry out transactions without your knowledge or authorization, either by obtaining the password for your Mexo Account or by any other method.

(u) That there are risks associated with utilizing an Internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connections.

By accepting these terms, you acknowledge that Mexo is not responsible for the associated risks, and you assume and accept such risks in the decision to use Mexo Services and/or when buying, selling, exchanging, and/or storing Digital Tokens or crypto-assets through Mexo Services.

Consequently, and irrevocably, you release Mexo from any type of civil, criminal, commercial, administrative, or any other kind of liability, present or future, known or unknown against Mexo, and its respective shareholders, directors, officers, employees, agents, or representatives related to any of the risks described herein, and therefore irrevocably waive any action that may be taken to claim any type of liability from Mexo.

You expressly declare and guarantee that you have:

(a) the necessary technical experience and the ability to make use of Mexo Services; and

(b) the knowledge, understanding, experience, professional advice, and information to make your own assessment of the merits and risks of the Digital Tokens offered within the Site.

You accept the risk of acquiring Digital Tokens using Mexo Services, and you are responsible for carrying out your independent analysis of the specific risks of the Digital Asset, and the Services, and of any other risk associated with the use of Digital Tokens. **YOU SHOULD NOT ACQUIRE ANY DIGITAL ASSET UNLESS YOU HAVE SUFFICIENT FINANCIAL RESOURCES AND CAN AFFORD TO LOSE THE FULL VALUE OF THE TOKENS.**

The fact that Mexo supports the exchange of the Digital Token, as well as its storage through Mexo Services in no way, indicates the approval or disapproval by Mexo of the Token, the issuer, its team, or its whitepaper. The acquisition of the Digital Token is the sole responsibility of the person who decides to do so. **MEXO DOES NOT PROVIDE COMMERCIAL ADVICE, NOR DOES IT HAVE ANY FIDUCIARY DUTY TO YOU OR ANY OTHER USER AND DOES NOT OFFER ANY GUARANTEE ON THE SUITABILITY OF THE TOKEN FOR ITS PURCHASE, COMMERCIALIZATION OR OWNERSHIP.**

### III. Content and Release of the Agreement

The contents of this Agreement include the text of the Agreement and all various types of rules Mexo has released to date or may be released in the future, including the Privacy Policy, Over The Counter Policy, and Derivatives Trading Policy. All rules are an integral part of this Agreement and have the same legal effect as the Agreement. Except as otherwise expressly stated, any services provided by Mexo and its affiliates (hereinafter referred to as "Mexo Services") are governed by this Agreement.

Mexo may deny, restrict and/or condition its services and/or products, as well as the information and/or content of the Site, in whole or in part, in its sole discretion, as well as to modify, add and/or delete the information, content, services or products, at any time and without prior notice. Access or use of the Site by the User will not obligate Mexo in any way to guarantee the provision of its services.

You should carefully read all the contents of this Agreement before using Mexo Services. If you have any questions about this Agreement, you should consult with Mexo. Despite whether you've actually read the contents of this Agreement before using the Mexo Services, as long as you use the Mexo Services, this Agreement and the entirety of its terms, Mexo Rules and conditions are bound to you, you hereby accept and agree that you don't have the right to claim that all or part of the terms, rules, and conditions of this Agreement are invalid, or to request the termination or revocation of this Agreement for not having read the contents of this Agreement.

You are committed to accept and comply with this Agreement. If you do not agree to this Terms of Use, you should immediately stop the registration/activation program or stop using the Mexo Services. If you continue to use the Mexo Services, you are accepting this Agreement.

Mexo has the right to modify this Agreement and/or the Mexo Rules and will give notice through a public announcement without informing you alone. Once the changed Agreement and rules have been published on the website, they will take effect immediately following the date of their publication on the Mexo Site. If you do not agree to the change, you should immediately stop using the Mexo Services. If you continue to use the Mexo Services, you accept and are willing to comply with the amended agreements and rules.

## IV. Registration and Account.

### 4.1 Registration eligibility.

The access of the Site and any use of Mexo Services is null and void where such access or use is forbidden by, would constitute a breach of, or would be subject to sanctions under applicable regulations. The access or use of the Site shall not be the reason for considering or recognizing any interest, right, remedy, power, or privilege.

Only eligible persons are permitted to access or use Mexo Services. Any non-eligible Person that uses the Mexo Services or that accesses the Site will be in breach of the Agreement and may have any funds, proceeds, or other property held in any Mexo Wallet within the Site confiscated.

You shall be a natural person, legal person, or other organization with full civil rights and full civil capacity when you complete the registration process or use the Mexo Services in different ways that Mexo allows. If you are a legal person, your corporate purpose shall allow you to use the Mexo Services, and your legal representative shall have sufficient authority to represent you. If you do not have the above qualifications or your legal representative does not have enough power to act on your behalf, you and your guardian or legal representative, as the case may be, shall bear all the consequences arising therefrom. Mexo shall have the right to temporarily or permanently cancel or freeze your account and claim against you and your guardian or legal representative, as the case may be.

You declare and guarantee that:

- (a) you have full legal and technical capacity to accept these Terms of Use;
- (b) according to your jurisdiction, the acquisition, storage, and commercialization of Digital Assets is not prohibited;
- (c) the use of our Services have not been previously suspended or withdrawn to you;
- (d) you are not identified within the "Specially Designated Nationals and Blocked Persons" list, including, but not limited to, the Sectoral Sanctions identifications List published by the Office of Foreign Assets Control, the Blocked Persons Lists published by the Mexican Ministry of Finance and Public Credit nor are you included in any other foreign terrorist organization or other sanctioned, restricted or debarred party-list posted by the Financial Investigation Authority of the British Virgin Islands, or under Economic Sanctions, Anti-Money Laundering (AML), or Counter-Terrorist Financing (CTF) Laws of or by Governments of the United States, Mexico, the British Virgin Islands, or the United Nations;
- (e) you have read and understood the scope of these Terms of Service;
- (f) you understand that the Digital Assets do not confer any rights of any kind concerning Mexo

and/or other Mexo Users and/or the Issuer of the Digital Assets, including, but not limited to,

voting, distribution, redemption, liquidation, ownership rights (including any form of rights to intellectual property), or any other financial or legal right;

(g) you are using the Site in your own right, and therefore declare to be the last beneficiary of any fund, token, proceed or other property held in any wallet within the Site;

(h) the funds used to acquire, sell and/or commercialize Digital Assets, come from legal sources, and are not used as a source of money laundering, or to finance any terrorist activity;

(i) you will comply with any tax obligation in your jurisdiction derived from the acquisition, storage, sale, exchange, or transfer of any Digital Asset.

You will not be eligible if you are located in, or are a citizen or resident of North Korea (call for action), Iran (call for action), Iraq, Syria, United States of America, Yemen, Zimbabwe. You will also not be eligible if you are located in, or are a citizen or resident of any state, country, territory, or other jurisdiction where Mexo Services may be considered illegal or in violation of any applicable law, or when in its discretion, Mexo has determined to prohibit your participation. You represent and warrant that you are not a citizen or resident of any such jurisdiction, and that you will not use the Services while in those jurisdictions, and that you are not on any list of economic or trade sanctions that prevent you from using the Mexo Services.

Mexo may implement controls to restrict participation from any jurisdiction prohibited under this section.

You agree that you have complied with these terms and will abide by the specific restrictions if Mexo's methods of preventing your participation are ineffective, or may be overridden by you in any way.

In any event, by declaring that you are not a citizen or resident of a forbidden jurisdiction or are a Sanctioned Person, you agree to liberate Mexo and set free from any liability that may arise from the wrongful or illicit use of Mexo Services and to indemnify Mexo for any damage derived from such unlawful actions.

Apart from the waiver of liability, Mexo reserves the right to close any of your accounts immediately, freeze your funds, and/or liquidate any open positions if Mexo determines that you are accessing any of Mexo Services from any Forbidden Jurisdiction or have given false representations as to your location of incorporation, establishment, citizenship or place of residence.

## 4.2 The intended purpose of registration

You promise and guarantee that your registration with Mexo is not intended for any criminal activity (including without limitation, money laundering or terrorism financing).

Unless expressly declared to Mexo, you declare and guarantee that you will use Mexo Services for your own benefit and not the benefit of any Sanctioned Persons and/or Persons that are not eligible, according to Section II of this Agreement.

## 4.3 The registration process

You agree to provide valid contact information per the requirements for the opening of a level 1 account set out in the Mexo registration page, including but not limited to:

- Full name, without abbreviation;
- Date of birth (date of incorporation, for legal entities);
- Gender;
- State where she/he was born (state of incorporation, for legal entities);
- Nationality;
- State of residence;
- Occupation, profession, activity or line of business;
- E-mail address;
- Cell phone number verification;
- Geolocation of the mobile device, or the IP address of the computer, from which you opened your account;
- A valid official ID (power of attorney, for representatives of legal entities); and
- Likewise, Mexo will use software to obtain your facial recognition.

In accordance with your operational needs, at any time, you may request from Mexo an upgrade to your account to levels 2 or 3, as appropriate, for which you agree to provide valid information/documentation per the requirements set out in the Site for those levels of accounts.

Likewise, you agree to set the Mexo account number and password and ensure the authenticity, completeness, and accuracy of all information/documentation provided.

You may be held liable for any direct or indirect damages and adverse consequences arising from your inaccurate or incomplete information at the time of registration.

You are entitled to a Mexo Account and password to log on if you have legally, thoroughly, and

effectively provided the information required for registration.

You are deemed to have successfully registered when you sign up a Mexo account and password, and you agree to receive an e-mail or short message from Mexo's management and operation related to Mexo.

After your registration has successfully concluded, you should provide your identity information, including but not limited to the information/documentation mentioned in the second paragraph of section 4.3 of this Agreement, Mexo's Internal Policies and Procedures for the Prevention, Detection, and Reporting of Transactions with Resources from Illegal Sources and Financing of Terrorism Manual ("AML Manual") and the applicable regulation for digital assets trading, including without limitation the applicable AML and CTF laws.

You acknowledge that the Data that is collected directly or indirectly by Mexo will be used for your registration; therefore, you agree to provide legitimate and accurate Data per the requirements that Mexo establishes.

Mexo reserves the right to request any additional information to those set in this Agreement, to determine or corroborate the trading profile of the client, whether declared or based on the transactions and the source and intended use of the funds involved in the transactions that you carry out in Mexo Site. Mexo can also request additional information and documentation in case there are modifications in the law applicable to Mexo Services.

In case that Mexo does not receive the requested information, we may suspend or terminate the services and/or the contractual relationship with the User, including access to the platform.

Mexo may reject any registration request, cancel previous registrations, or downgrade the account level without being obliged to justify the causes or reasons behind its decision.

#### **4.4 Electronic Signature**

As authentication elements, you will have: a) username; and b) Password.

Additionally, Mexo, when it considers it necessary or when the legal provision is so required, will provide you with additional authentication or identification elements to operate on the Site and use Mexo Services.

The authentication elements generate your Electronic Signature in the Site while using Mexo Services. The Electronic Signature has the same evidentiary value than a written signature has according to applicable law.

## 4.5 User information

In the process of registering or activating your account, you should provide and update your information in a timely, accurate, and complete manner, as required by our corresponding registration page. If there are reasonable grounds for suspecting that the information you provided is incorrect, false, outdated, or incomplete, Mexo has the right to send you a notice or request a correction, and the right to delete the information directly. You may be liable for any direct or indirect damages and adverse consequences arising from your offer of some or all of the Mexo Services.

You should fill in and update your e-mail address, contact number, contact address, zip code, and other contact information so that Mexo or other users can contact you effectively. Any loss or expense incurred in the use of the Mexo Services shall be borne solely by you. You understand and agree that you are responsible for maintaining the validity of the contact information you provide. If you have any changes or if the information you provided needs to be updated, you should update your data immediately.

## 4.6 Account security

You are solely responsible for the custody and confidentiality of your Mexo account and password. You are responsible for all activities carried out with your Mexo account and password, including but not limited to events such as information disclosure, posting, online click consent, or submission of various rules and agreements that occur under that login and password, online renewal of the Agreement, or acquisition of services.

You agree:

- (a) You will immediately notify Mexo if any person has unauthorized use of your Mexo account and password, or if any other breach of confidentiality happens. To ensure that you strictly comply with the site/service security, certification, trading, funding, cash withdrawal mechanism, or processes established by Mexo in connection with the Mexo Services.
- (b) Make sure you correctly log-out the site/service at the end of each logon period.

Mexo shall not and will not be liable for any loss whatsoever arising from your failure to comply with this section. It is reasonable for you to understand that Mexo takes action on your request and that Mexo is not responsible for any consequences (including but not limited to any losses or direct or indirect damages) that you have incurred before taking action.

#### **4.7 Risks and Recommendations while using Mexo Services**

Mexo suggests, but is not limited to, taking, among others, the following measures or recommendations to avoid the inherent risks of using the Mexo Services:

- (a) Periodically change the password.
- (b) Do not carry out operations in the Site from public places such as Internet cafes, hotels, airports, or any other place where it is not guaranteed that the equipment used to access the service is free of malicious software.
- (c) Protect your computers from malicious software with at least an updated firewall, antivirus, and anti-spyware.
- (d) Do not provide any person your username and password; these elements are personal and non-transferable.
- (e) Use a two-factor authentication method to protect your account.
- (f) Verify that you have logged out of your session once you have finished using Mexo Services.
- (g) Always verify the security measures that Mexo informs Mexo Users through its Internet portal or social networks.
- (h) Use the Site and Mexo Services as strictly personal.

#### **4.8 Identity theft.**

The Parties agree that Mexo will not send e-mails to you requesting any type of personal information.

Therefore, you declare and guarantee to:

- (a) Ignore and, therefore, not respond to e-mails that seem to come from Mexo, in which you are asked to provide personal information.
- (b) Not follow the links that appear in the body of the e-mails indicated in the immediately preceding paragraph.
- (c) Check your computer to make sure it is free of malicious software and update security mechanisms.
- (d) Immediately notify Mexo in case you notice that any of the authentication elements (username or password) has been stolen or has been lost, or if any of the situations mentioned



above occur.

You assume all the consequences that may be derived from the commission of criminal activities that are caused by the breach of the obligations under your care indicated in this section.

#### **4.9 Blocking of access codes.**

You accept that Mexo, without any responsibility, may automatically block your username and password when an attempt has been made to enter the Site or use Mexo Services by submitting an incorrect username or password, or Mexo has detected that it has been stolen.

The Parties agree that to reset the password and to be able to enter the Site and use Mexo Services, you must communicate to Mexo and submit the proper identification requested by Mexo to renew your password.

### **V. Mexo Services**

#### **5.1 Service content**

Through the Mexo Services and other services provided by Mexo and its affiliates, users can deposit and withdraw supported Digital Assets in and out from the Mexo Wallet; buy, sell and trade Digital Assets through Spot and Over the Counter (OTC) markets with other Mexo Users, when eligible, trade financial derivatives of Digital Assets and participate in activities organized by Mexo and use different information services and technical services.

#### **5.2 Service costs**

Your expenses, as well as all hardware, software, services, and other costs incurred in your use of the Mexo Services, are borne by you, independently and exclusively.

When you use the Mexo Services, Mexo has the right to charge you a fee per the Fee Schedule published on the Site. Mexo has the right to make and adjust service charges, depending on the Fee Schedule listed on Mexo when you use the Mexo Services or other written agreements between you and Mexo.

Unless otherwise stated or agreed by both parties, you agree that Mexo has the right to deduct at any time the service charge directly from your assets or Digital Tokens held in Mexo Wallets.

### 5.3 Service rules and the use of norms

You are committed to abiding by the following:

(a) All acts performed in the course of using the Mexo Services shall comply at all times with the provisions of the applicable laws and regulations, and the rules and requirements of Mexo (including without limitation the AML Manual), without violating public interests, public morality, or legitimate rights and interests of others, without stealing tax payable, and without breaching this Agreement and Mexo Rules. If you violate the foregoing commitments and have any legal consequences, you should assume all liability in your name and ensure that Mexo is free and kept safe from any loss, claim or direct or indirect damage.

(b) You understand and agree that Mexo has the right to provide you with necessary information such as user information and transaction records provided to Mexo at the request of government authorities (including without limitation, financial regulatory authorities, the Financial Intelligence Unit, as well as the judiciary and administrative authorities).

(c) If you are suspected of infringing upon the legitimate rights and interests of others, such as intellectual property rights, Mexo also has the right to determine the alleged infringement in the case of the existence of the right to provide you with the necessary identity information.

(d) In the course of dealing with other users, you shall abide by the principle of good faith and do not carry out unfair competition, do not disturb the regular order of online trading, do not engage in acts related to online trading forbidden or restricted under applicable laws and regulation. If you are dealing with other users during the transaction on Mexo, once you or any other member of the Party or both parties jointly submit to Mexo a request for mediation, you acknowledge that Mexo has the right to make a mediation decision based on unilateral judgment. You understand and agree to accept Mexo's judgment and mediation decision.

(e) You are committed to making no commercial use of any of the Data and Intellectual Property on Mexo, including but not limited to the use of information displayed on the Mexo station, in any manner without the prior written consent of Mexo. You shall not use any device, software, or routine to interfere or attempt to interfere with the regular operation of Mexo or any transactions and activities that are taking place on Mexo. You may not take any action that would result in an unreasonable large data load imposed on Mexo network equipment.

(f) You expressly declare and guarantee that the Mexo Services are not being used for transactions relating to (i) money laundering, (ii) terrorist financing, (iii) proliferation of weapons of mass destruction, (iv) human trafficking, (v) any goods or services that are illegal or the promotion, offer or marketing of which is unlawful or that is provided in connection with illegal, obscene or pornographic content, depict children or minors in sexual postures, represent means of propaganda or signs of unconstitutional organizations glorifying war or violating human

dignity, (vi) any goods or services, promotion, offer or marketing of which would violate copyrights, industrial property rights or other rights of any person, (vii) archaeological findings, (viii) drugs, narcotics or hallucinogens, (ix) weapons of any kind, (x) illegal gambling services, (xi) body parts or human remain, (xii) weapons or explosive materials, and/or (xiii) any other illicit goods, services or transactions.

(g) It is strictly prohibited to use the account for any illegal purposes. Mexo will report any suspicious activity to the relevant law enforcement agencies.

(h) You understand and agree that Mexo has the right to make a unilateral determination of whether or not you violate the above commitments and to process or terminate your service, per the applicable rules of the unilateral decision of the results, without the need for your consent or to provide advance notice to you.

(i) Based on the need to maintain Mexo's trading order and trading security, Mexo has the right to close the corresponding trading order, in the event of malicious acts or disruption of the regular order of the market.

(j) Mexo has the right, based on its own discretion, to determine that your conduct is suspected of violating the terms of this Agreement or allegedly violating the applicable laws and regulations applicable to the Mexo Services, as well as administrative rules or if a judicial authority confirms that you have committed an offense or infringement, your alleged illegal or breach of contract will entitle Mexo to take action against you. In the event of the occurrence of an alleged violation of another person's legal rights or violation of this Agreement, Mexo reserves the right to remove your user registration without prior notice and to impose penalties under the terms of the Agreement.

(k) For acts that you carried out on Mexo, including those that you have not carried out on Mexo but have affected Mexo and its users, Mexo has the right to determine the nature of your conduct unilaterally and whether it constitutes a breach of this Agreement and, accordingly, take the appropriate remediation measures and actions available under the applicable laws. You should keep all the evidence of your transactions in your possession and deal with the adverse consequences of your inability to provide sufficient evidence.

(l) You shall, solely and exclusively, assume all liability for damage to any third party in respect of any alleged breach of the Agreement and shall ensure that Mexo is free and safe from any loss, direct or indirect damage or expense. If you are suspected of violating the laws or the provisions of this Agreement, as well as to cause any loss to Mexo, or if you are subject to any third party claims, or subject to any administrative penalties, you shall indemnify and keep Mexo safe of any loss and expenses incurred, including the documented costs of counsel.

#### **5.4 Mexo Services changes, interruption, termination restrictions, freeze, and thaw**

In the event of special circumstances, Mexo will be entitled to make changes to the content of the Mexo Services and may also interrupt, suspend, or terminate the Mexo Services.

#### **5.4.1 Change of Mexo Services.**

Mexo reserves the right to make changes to the content of this Agreement, the Fee Schedule, and/or other terms of service and operation rules issued by Mexo at any time. Mexo will publish a notice at a visible position within the Site and will become immediately effective. If you continue to use the Mexo Services, you are deemed to agree to the change of content published by Mexo. If you do not agree to the changed content, you have the right to stop using the Mexo Services.

#### **5.4.2 Interruption or termination of Mexo Service.**

Mexo reserves the right to terminate all Mexo Services according to this Agreement, and this Agreement shall terminate on the date of termination of the entire service of Mexo.

Upon termination of this Agreement, you are not entitled to require Mexo to continue to provide you with any services or to perform any other obligations, including but not limited to requiring Mexo to retain or disclose any information in its original account to you or any third-party Information you have not read or sent. The termination of this Agreement shall not affect the breach of contract by the defaulting Party.

In the event of the occurrence of any of the following circumstances, Mexo reserves the right to discontinue or terminate the Mexo Services provided to you, without prior notice:

- (a) your personal information is untrue or inconsistent with the information at the time of registration, and you fail to provide reasonable evidence of such information;
- (b) you violate the relevant laws and regulations applicable to Mexo Services or any of the terms and conditions under this Agreement;
- (c) attempts to gain unauthorized access to the Site or another User's account or assisting others trying to do so;
- (d) use Mexo Services to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities;
- (e) due to the requirements of the financial regulatory authorities, the Financial Intelligence Unit or the criminal, political and legal departments;
- (f) for security reasons or other circumstances considered as relevant by Mexo; or
- (g) for any other reason established in this Agreement.

After the interruption or termination of the Mexo Services, you shall deal independently and fully incur any costs, disputes, or losses arising from any of the trade carried out before the suspension or termination of the Mexo Services and you shall ensure that Mexo is kept free and safe of any costs or costs incurred. As a consequence of the interruption or termination, Mexo may, at any time, cancel any offer or pending Order not yet fulfilled.

### **5.4.3 Freezing your Mexo Wallet and/or Mexo Account**

You agree that the Government may require Mexo, per the requirements of the applicable laws and regulations, as well as under the requirements of the financial regulatory authorities, to freeze all or part of your account, that is, temporarily shut down some or all of these accounts.

Mexo may also decide to freeze all or part of your account whenever Mexo has reasonable suspicion that the transactions you are carrying out (or that you intend to carry out) might be illicit or might facilitate money laundering or terrorism financing.

To unfreeze your account, the User must cooperate with Mexo and provide all necessary information for Mexo to be able to verify your identity and other relevant information, including but not limited to information related to your identity, passports, other valid identification documents, and additional information or documents required by Mexo, under its AML Manual or any applicable laws and regulation.

If the account has been frozen by a mandate from an authority, the User must take all the necessary steps before the competent authority to unfreeze the account and manage the sending of the resolution authorizing Mexo to release it.

In any case, Mexo reserves the right to reject the unfreezing of an account and/or to terminate the provision of the Mexo Services.

## **VI. Trading Rules**

The Spot Trading Market is a trading environment for the spot purchase and sale of Digital Assets. For the moment, all purchases and sell of Digital Tokens on the Spot Trading Market are unfinanced and fully funded by other Mexo Users.

Purchases and sales of Digital Assets through the Spot Trading Market are settled by the actual delivery of the full amount of the Digital Assets by the seller to the purchaser's Mexo Wallet against payment in full with the corresponding Digital Token by the purchaser to the sellers corresponding Mexo Wallet.

Mexo does not purchase, sell, or exchange any Digital Token on its behalf. The Services provided are only to trade Digital Assets or Tokens to other Digital Assets or Tokens.

For the rules, terms, and conditions related to buying, selling, and trading financial derivatives, please refer to the Derivatives Trading Policy.

For the rules, terms, and conditions related to buying and selling Digital Assets through the OTC market, please refer to the OTC Policy.

The Spot, Derivatives, and OTC Markets is not allowed where prohibited by applicable Laws. Furthermore, any non-eligible and Sanctioned Person is strictly prohibited from directly or indirectly holding, owning, or operating a Mexo Wallet in any way or otherwise transacting on or using the Services or the Site.

If you use the Spot Trading Market, you are obligated to comply with the following trading rules:

### **6.1 Orders, Trades, and Fees**

A Trade is an exchange of Digital Tokens for which trading is supported on the Mexo Exchange Platform between you and another Mexo User, whereby you agree to deliver a certain Digital Token and acquire a different Digital Token.

An Order is created when you enter an instruction to effect a Trade using the Mexo Exchange Platform. A Market Order is created when you open an instruction to make a Trade as quickly as possible at the current market price. A Limit Order is created when you enter an instruction to effect a Trade, where you set the maximum or minimum price at which you are willing to complete the Trade, whether it be a buy or sell.

Market Orders offer a higher likelihood that an order will go through, but Mexo does not guarantee it since Orders are subject to availability.

Upon placement of an order, your Mexo Wallet will be updated to reflect the open Order, and your Order will be included in Mexo's Order Book for matching with corresponding Orders from other Mexo Users. If all or a part of your Order is paired with another Order, the platform will execute a Trade. Upon execution of a Trade, your Mexo Wallet will be updated to reflect that the Order has either been completed due to having been fully matched or updated to reflect any partial fulfillment of the Order. Orders will remain active or open until fully executed or canceled. For purposes of completing a Trade, you expressly authorize Mexo to take temporary control of the Digital Assets that you are disposing of in a trade.

When you place a new Order via the Mexo Exchange Platform, you expressly authorize Mexo to execute a Trade under this Order on a spot basis and to charge you any applicable fees as described in the Fee Schedule. To this purpose, you expressly authorize Mexo to deduct any such costs from your Mexo Wallet.

For a Trade to be valid, the User must have the sufficient Digital Tokens required to fill the Order.

Mexo may cancel the entire Order or fulfill a partial Order up to the number of Digital Tokens available on your Mexo Wallet.

Mexo reserves the right to add, modify, or delete the types of orders that Users can use on the platform at all times. Mexo will keep on the Site, in the Help Center, the explanation of the functionalities of each type of order.

Before using any type of order, the User must fully understand its functionality. Mexo, at no time, recommends the User to use any kind of order. Consequently, the User releases Mexo from any loss or damage that may be suffered in its assets derived from the improper or inappropriate use of any order.

In the Trade History section the User may see all its positions. Open positions may be cancelled by the Users before they are executed.

## **6.2 Independent Relationship**

You expressly agree and acknowledge that Mexo is not acting as your intermediary, broker, advisor, or agent, and has no obligation or fiduciary relationship to you in connection with any Trades or other activities or decisions.

## **6.3 Cancellations**

You will only be able to cancel an Order that has been placed before it has been matched with another Order sent by another Mexo User. Once the Order has been executed, you will not be able to change, withdraw, or cancel your instruction to Mexo to complete the transaction. If the order has been partially completed, you may cancel the unmatched portion of the Order unless and until the unmatched part has been matched. Once a market order has been submitted, you will not be able to cancel such an Order.

## **6.4 Digital Tokens supported on the Mexo Exchange Platform**

Mexo reserves the right, at its sole discretion, to whether support a transfer, storage, or trading of any Digital Token within the Site. Mexo may, at any time, cease supporting any Digital Token for any and no reason. Unless otherwise required by law enforcement or law, Mexo will make reasonable efforts to notify you of its decision either by e-mail or by posting a warning or notice on the Site, so that you may have the opportunity to withdraw the Digital Asset from the Mexo Wallet, to an external Digital Token Wallet.

Failure to transfer the affected Digital Asset within the time established in the notice will result in loss of the Digital Token due to your inability to access, move or otherwise control the Digital Token using Mexo Services.

You acknowledge and agree that Mexo will not be liable for any loss, liability, or expense related to its decision to cease supporting a Digital Asset or your inability to timely withdraw your Digital Tokens.

## **6.5 Deposit and Withdrawals**

You have the right to deposit and withdraw supported Digital Tokens in your Mexo Wallet at any time. Still, you should abide by Mexo's deposit and withdrawal rules and pay the corresponding deposit and/or withdrawal fees to Mexo.

When required by law or demanded upon lawful request by any Government, Agency, or Financial Institution, Mexo may be required to share your User and transactional information in the course of processing and sending any withdrawals or when processing and receiving deposits to your Mexo Wallet. You hereby and irrevocably grant full permission and authority for Mexo and its Affiliates to share this information as required under applicable Laws or demanded upon lawful request by any Government, Agency or Financial Institution, and release Mexo and any of its directors, officers, employees, agents or representatives from any error, negligence, liability or mistake related thereto.

You acknowledge that to send and receive Digital Assets, it is necessary to enter the Digital Token Address accurately. The User acknowledges that any error in setting the address correctly may result in the irrecoverable loss of your Digital Tokens. Therefore, you accept to be the sole responsible for verifying that the Digital Token Address is accurate and correctly put, and assume any consequence, including loss, derived from any error or inaccuracy of the Digital Token Address while depositing or withdrawing any Digital Asset.

## **6.6 Counterparty and Market Makers**

Ordinarily, other Mexo Users will act as counterparties during a Trade. However, from time to time, Mexo may choose to act as a principal, counterparty, or market-maker in the trades executed in the Mexo Exchange Platform or to contract with third parties to do so.

Whenever Mexo or contracted third parties are trading on the Site or using Mexo Services, their Orders, Trades, and Transactions will be treated the same as other Mexo User's Orders, Trades and Transactions.

## **6.7 Fair play practices**



To offer a free and fair market for users of the Mexo Exchange Platform, Mexo may enforce actions to prevent, detect, address and restrict market manipulation practices through the Site such as Pump and Dump, Spoofing the Tape, Wash Trading, Phishing, Ramping among other methods.

If Mexo detects you are incurring in any of such practices, Mexo may terminate your account immediately, freeze your funds held in the Mexo wallet, and notify the correspondent legal authorities for legal action.

## **VII. User Rights and Licenses**

Mexo is responsible for providing you with "available" status. Mexo makes no warranty, either express or implied, concerning the Mexo Services, including, but not limited to, the suitability of the Mexo Services, as well as to the rendering of such Mexo Services without errors or omissions, and the persistence, accuracy, reliability, and fitness of the Mexo Services for a particular purpose.

(a) You have the right to obtain the same available information of the supported Digital Assets in the Site as other Mexo Users that participate in the purchase, sale, and trade of Digital Tokens. However, you acknowledge that the information provided by Mexo may be quoted or obtained from third parties that publish such information and data and, therefore, there may be risks and flaws in such information. Mexo acts only as your trading platform and cannot control the legality of the supported Digital Asset, the authenticity or accuracy of the information provided by third parties, and the ability of the parties to fulfill their obligations in the transaction agreement. You shall do your own research to determine by yourself the authenticity, legality, validity, and suitability to acquire a particular digital asset and their corresponding information, and you shall bear your own responsibilities and losses.

(b) When you register successfully, you have the right to trade in Mexo's Exchange Platform and deposit and withdraw Digital Assets supported by Mexo Services. You agree and acknowledge that for the moment, Mexo only supports digital assets and not fiat currency.

(c) If when you are in the process of using Mexo Services, you encounter Mexo's tools or features challenging to use, or if you have doubts about the Mexo rules, funding mechanisms, errors in charges, errors in address, charges not credited in a long time and other issues, you must submit a ticket to Mexo, applying for an inquiry or seeking help. You understand that under the Mexo Services, Mexo needs to manage its resources, and it might take some additional time, on certain occasions, to deal with your tickets. Mexo does not guarantee to help you recover from erroneous charges or errors in addresses, and for other reasons that caused the loss of assets.

(d) You have the right to make comments and suggestions about Mexo Services, and Mexo will decide whether or not to adopt such changes at its own discretion. You agree that any feedback, claims, and suggestions shall not include violent words, insulting words, false statements,

profanity, verbal abuse, rumors, and defamation. If it is discovered that you made such type of comments, claims, or suggestions, Mexo has the right to temporarily or permanently freeze your account, as well as the right to delete, clarify the requirements of the relevant false statements and retain the right to pursue legal claims or actions against you further.

(e) You may not use the trademarks, signs, logos, emblems, and service marks contained in this website in any way without the prior written consent of Mexo. You may not copy, reproduce, and/or store the information and materials contained in the Mexo platform in the retrieval system, and you shall not transmit, distribute, or carry out other infringement.

(f) You shall strictly abide by applicable national laws and regulations, including without limitation, the AML and CTF provisions relevant to you.

(g) You shall not publish any illegal content on Mexo Site.

Certain products and services information provided on the platform of Mexo is only available to customers with specific rights and transactional profile. Mexo does not guarantee that you will be able to view or use all information or services, because this will depend on the type of Mexo Services that you will contract and on your transactional profile.

Mexo is under no obligation to review all User's information data, digital asset information, trading behavior, and other matters relating to the transaction, except as expressly required by law or regulations, or in the following circumstances:

(a) Mexo has reasonable grounds for believing that a particular user may have incurred in a material breach or breach of contract for a specific transaction or set of related transactions.

(b) Mexo has reasonable grounds to believe that a particular user's behavior in Mexo is suspected of being unlawful or improper.

A third party authorized by Mexo or Mexo, shall have the right to solve your dispute with another user for any trade, according to your irrevocable authorization granted in this Agreement. Such third party or Mexo will have sole discretion to determine the facts relating to the conflict and to interpret the rules that govern the Mexo Services, and make a ruling, including but not limited to the adjustment of the trade status of the relevant order, or to determine a payment that a User must pay.

You agree that the decision is binding to you. If you do not comply with the payment established under a ruling issued within the corresponding deadline established in such decision, Mexo has the right (but no obligation) to use the funds that you have on your Mexo Wallet to set off the amount

ruled in its favor or, you can decide to pay directly to Mexo (and/or its affiliates) the corresponding amount determined in such ruling in favor of Mexo or another User or .

You should make up the margin or owed amounts to Mexo and/or its affiliates promptly, and make up for any loss or damage of Mexo and/or its affiliates. Mexo and its affiliates shall have the right to directly set off the amounts contained in your Mexo account or in any other accounts that you have based on other contracts you executed with Mexo. Mexo will be entitled to continue such set off until the entirety of the margin or amount owed by you to Mexico is recovered.

You understand and agree that a third party authorized by Mexo or Mexo, are not judicial authorities and can only identify and review the evidence provided by the parties in its capacity as an adjudicator of the dispute and that the outcome of the adjudication process for the corresponding dispute may not be in line or comply with your expectations. You accept and acknowledge that the adjudicator shall not bear any responsibility for its conclusions and ruling.

## **VII. Limitation of Liability and Disclaimer**

You acknowledge and agree that Mexo is not liable for any losses or damages caused by any of the following circumstances, whether or not Mexo could have reasonably foreseen such losses or damages, and whether or not Mexo has previously been advised of the possibility of such losses or damages:

- (a) Specific users and specific transactions that may cause a significant violation or breach of contract;
- (b) Specific users and specific transactions that may cause a significant violation or breach of the applicable AML and CTF provisions, this is that the funds used are of illegal origin;
- (c) The behavior of specific Mexo Users that gives reasonable suspicion of illegal or improper conduct and transactions;
- (d) Your misunderstanding of the Mexo Services;
- (e) Mexo, as a "network service provider" of a third-party platform, does not guarantee that the site platform information and services can fully meet the needs of users. Mexo does not assume legal liability for errors, insults, defamation, omission, obscenity, pornography, or blasphemy that may occur during the rendering and acceptance of Mexo Services.

a. Information provided by Mexo (including but not limited to currency introduction, investment analysis report, forecasting article information, and other comments, data, charts, indicators, theory, direct or implied instructions) are for reference and educational purposes only. Mexo does not guarantee the accuracy and completeness of the information. Please refer to the product white paper for additional details and context. Mexo shall not be liable for any

loss, claim, or damage resulting from the use of the contents of this website, or that derives from the contents of this website.

b. Mexo may provide some links to other third-party sites. In that case, the link is only for your convenience, because Mexo does not guarantee the authenticity, effectiveness, legitimacy of information found in third-party sites.

(f) Costs and losses arising from the purchase or acquisition of any data, information, or transactions in connection with the Mexo Services; this includes but it is not limited to loss of revenue, loss of trading profits or contracts, loss of business, loss of expected savings, loss of information, loss of opportunity, goodwill or reputation, damage or loss of data, cost of purchase of alternative product or service, the elimination or withdrawal of a Digital Asset, as well as any indirect, special or incidental loss or damage arising from infringement (including negligence), breach of contract or any other cause.

Under no circumstances, Mexo will be responsible for any damage to the information network, failure of the information network, computer failure, communication or other system failures, power failure, strike, labor dispute, riot, uprising, productivity, or lack of means of production, fire, flood, storm, explosion, war, government action, the order of the judicial administration or omissions by a third party.

Based on the unique nature of the Internet, Mexo does not guarantee that the Mexo Services will not be interrupted, nor the timeliness of the service. In general terms, security is not guaranteed due to such mentioned unique characteristics of the Internet. Mexo strives to enable users to access and use this Site securely, but Mexo does not state that this Site or its servers are free of viruses or other potentially harmful factors; therefore, users should use the industry's recognized software to eliminate any potential viruses in any download from Mexo File.

Based on the unique nature of the blockchain trading platform, Mexo is trying to ensure that the platform works 365 days \* 24 hours to keep online. But Mexo cannot guarantee the DDoS attack, the server vendor to suspend the service, the network provider to suspend service or other force majeure, and other reasons the Site cannot be accessed. You also acknowledge that the trading hall cannot be a single order and that certain withdrawal orders and pending orders could be subject to extraordinary circumstances that would delay their completion (as opposed to other trades typically executed). Deposits and funding can also take a long time to be credited into the account and so on. For the above reasons, which may result in losses to users, Mexo does not assume any responsibility nor liability.

Please keep your username and password. Any information posted by your username and password will be deemed to be your own information, and Mexo will not be liable for any loss arising therefrom.

All notices to be delivered to the users will be made through announcements published on the official page of Mexo. You cannot assume legal responsibility nor rights for any activities or information such as winning and offers, which are not provided to you through Mexo's official electronic distribution channels.

The guarantees and undertakings of Mexo as outlined in this Agreement are the sole warranties and representations made by Mexo, in respect of the Mexo Services provided under this Agreement, and supersede any other of warranties and undertakings, whether written or verbal, expressed or implied. All such warranties and undertakings represent only the commitment and obligations of Mexo; therefore, Mexo does not guarantee that any third party will comply with the warranties and undertakings under this Agreement.

Mexo does not waive any rights not covered by this Agreement, to the extent that the law applies to Mexo, which reserves the right to waive or cancel further liabilities.

## **IX. AML/CTF Compliance**

The User acknowledges that Mexo will strictly comply with the AML and CTF provisions applicable to Mexo Services and to requirements formulated by any competent authority, by which there may be additional requirements to those established in this Agreement, which may be related to the level of risk, whether operational, legal, reputational, geographical or by preponderant activity, among others. Said requirements must be fully complied with to establish and/or continue with the provision of the Mexo Services. The compliance with the requirements regarding personal data made by the competent authority will be subject at all times to the provisions of our Privacy Policy and the legislation in force.

If you are suspected of failing to comply with any AML/CFT provision, whether domestic or international, you agree that Mexo has the right to carry out any review and audit action that we consider necessary or desirable, such as requesting and gathering any information or documentation that we deem necessary or desirable, as well as to report, at our sole discretion, any activity to any authority and, if necessary, take any measure or carry out any act implicitly or explicitly contemplated in this Agreement or the applicable legislation, including without limiting the temporary or total suspension of the offering of the Mexo Services.

As part of the implementation of our AML/CFT policy, Mexo reserves the right to require any additional information to determine or corroborate the declared or operated transactional profile of our users as well as the origin and destination of the funds involved in the operations that the User performs in our platform or for any other related or convenient purpose and, if the necessary information is not received, Mexo may suspend or terminate the Mexo Services and/or the contractual relationship with the User, including his access to our applications.

## **X. Effectiveness, interpretation, alteration, and termination of Agreement**

This Agreement takes effect immediately on the date of publication, and when you click on the agreement button when registered, it is legally binding for you and Mexo when you use Mexo Services.

You agree that Mexo shall have the right to terminate or provide you with some or all of the Mexo Services, temporarily freeze or permanently freeze (delete) your account's rights in Mexo for any reason without prior notice. Mexo does not need to assume any obligations to you or any third party for this purpose, whenever any of the events described below occurs. Mexo has the right to continue to keep the information, records, and other information relating to the account and the use of the data.

In the event of the following circumstances, Mexo has the right to terminate the Agreement directly by way of cancellation of the account and the right to permanently freeze (cancel) your account in the Mexo permissions:

- (1) After the termination of your service to Mexo, you are suspected to be registered as a Mexo User directly or indirectly or in the name of another person;
- (2) There are sufficient elements to presume that the registered User is not using your username and password.
- (3) Your e-mail address does not exist or cannot receive e-mails, and there is no other way to contact you, or Mexo informs you of other changes to your e-mail message, and within three business days of Mexo's notice has not been changed to a valid e-mail;
- (4) It is identified that the transaction comes from a compromised IP address.
- (5) The main content of the user information you provide is untrue, inaccurate, timeless or incomplete;
- (6) When you change this Agreement (including the rules), you expressly notify Mexo that you are reluctant to accept the new Service Agreement; and
- (7) Others that make Mexo decide to terminate the service situation.

In any case, Mexo undertakes to notify you by e-mail of said circumstances immediately.

You agree that your account service can be terminated or that your account can be permanently frozen (canceled) after Mexo's review and consideration of the events described above have been concluded. You are not obliged to keep or disclose any information in your account unless there is a specific requirement from a government authority for you to do so, and you agree that Mexo does

specific requirement from a government authority for you to do so, and you agree that Mexo does not assume any obligation to forward to you or a third party any information you have not read.

You agree that after you terminate your contract with Mexo, Mexo will still have the following rights: Continue to save your user information and all transaction information during your use of the Mexo Services. If you violate this Agreement during the use of the Mexo Services, Mexo may terminate or provide you with some or all of the Mexo Services, temporarily freeze, or permanently freeze (delete) your account's rights in Mexo under this Agreement.

## **XI. Application of law, dispute resolution, arbitration and waiver of class action and other**

### **PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE IT WILL BE OF COMPULSORY APPLICATION TO ANY CONFLICT THAT MAY ARISE FROM THESE TERMS BETWEEN YOU (ALWAYS CONSIDERED INDIVIDUALLY OR COLLECTIVELY) AND MEXO.**

This Agreement contains the general specifications that you are required to comply with, based on the specifications applicable to the platform, whenever you use the Mexo Services. If the general provision is inconsistent or conflicting with a specific rule, the latter will have priority.

You and Mexo expressly agree, by common consent and without reservation, to resolve always to individual and binding arbitration any dispute or claim that may arise concerning this contract or the use of the services provided by Mexo.

Accordingly, you and Mexo waive to resolve any dispute arising between both parties through a court, tribunal or Jury Trial, or class arbitration, class action, or any other type of representative proceeding.

If for any reason, a claim must be heard before a Court rather than through arbitration, both parties waive any right they may have to have a jury trial when applicable under applicable law. If the Law of any jurisdiction or Country or a Court prevents the application of the limitation contemplated herein for a claim, in this case, this and only this claim must be resolved before a Court. Mexo may appeal the decision of the latter if appropriate according to the applicable law. The remaining claims will continue to be resolved through arbitration.

This Agreement shall be governed by, construed, and interpreted under the UNIDROIT Principle of International Commercial Contracts (2016) and concerning issues not covered by such Principles by the Laws of the British Virgin Islands.

In the event of any dispute arising out of or in connection with the present contract, the parties shall first refer the dispute to proceedings under the ICC Mediation Rules. If the dispute has not been settled pursuant to the said Rules within 30 days following the filing of a Request for Mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally

settled under the RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE by one arbitrator appointed in accordance with the said Rules of Arbitration. The place of arbitration shall be the City of Mexico.

## **XII. Miscellaneous**

Parties agree on the following general terms:

**12.1 Severability.** If any part, term, or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any applicable law or jurisdiction, the validity of this Agreement will not be affected thereby except to the extent such provision will be so held void, illegal or otherwise unenforceable.

**12.2 Force Majeure.** Mexo will have no responsibility or liability for any failure or delay in performance of any Mexo Services, or any loss or damage that you may incur, due to any circumstance or event beyond the control of Mexo or any of its Affiliates, including without limitation, extraordinary weather conditions, earthquake, acts of God, war, fire, revolts, labor dispute, riot, accident, action of government, power failure, hack, equipment failure or software malfunction.

**12.3 Headings.** The headings and subheadings contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

**12.4 Assignment.** You may not assign or transfer any right to use the Services or any of your rights or obligations under this Agreement without Mexo's prior consent. Mexo may assign or transfer any or all of its rights or obligations under this Agreement, in whole or in part, without notice or obtaining your consent or approval.

**12.5 Notices.** All specific communications, requirements, announcements, notifications Mexo shall give or make specifically to you in connection with this Agreement shall be delivered by e-mail delivered to the electronic address established by you during your registration. Any change of e-mail shall be notified in advance to Mexo to become effective.

**12.6 Waiver.** The failure of Mexo at any time to require performance by you of any provision hereof shall not affect the right of Mexo to request performance at any time thereafter, nor shall the waiver of Mexo of a breach of any provision hereof be taken or held to be a waiver of a provision itself.

**12.7 Previous agreements and modifications.** This Agreement contains the complete understanding between the Parties. The Parties agree to abide by the terms and conditions established herein, replacing and leaving without effects any prior oral or written agreement or negotiation between them.



### **XIII. Agreement**

You, the Mexo User (including individual and institutional users), undertake the following:

- 1.** You have the legal status necessary to carry out the corresponding activities performed within the Site, as well as to contract the Mexo Services, and there are no legal or administrative regulations prohibiting or restricting the situation.
- 2.** All documents and information provided by you are true, comprehensive, valid, and lawful, and the legal sources of funds used within the Site are licit.
- 3.** You undertake to consciously abide by the laws, regulations, rules and regulations, and regulatory documents relating to Mexo.
- 4.** You accept the possibility of Mexo to share your information in cases where it is required to comply with the obligations related to the prevention of money laundering or terrorist financing in the term of the applicable AML and CTF provisions and any related law without the foregoing implying a violation of the obligation of confidentiality, or constituting violations of the disclosure restrictions established in our privacy policy.
- 5.** You undertake to have a good understanding of the trading rules, trading practices, trading knowledge, and products offered in the Site before investing and are fully aware of the risk of loss and return involved in the investment process.
- 6.** You have committed to fully understand the meaning of "self-trading and financing," knowing there is also the possibility of loss. In that case, you will be the sole responsible for the results, whether they are profits or losses, and hereby release Mexo from any responsibility or liability in connection with such gains or losses.
- 7.** You accept the Site as a valid way to be notified of any notice, change, or modification related to the Mexo Services, and/or the Mexo Rules through the Site. Therefore you assume the responsibility of regularly accessing the Site to review any notification and/or announcement that is published there.
- 8.** You agree that for any particular matter related to the provision of the Mexo Services only between Mexo and you to be notified through the e-mail that was provided at the time of registering on the platform, or through the e-mail that is subsequently provided to Mexo. Said notification will be considered valid with the sole fact that Mexo can prove that the e-mail left Mexo's servers.
- 9.** You recognize and assume any risk derived from the use of the Mexo Services, the Site, and the Mexo Exchange Platform.

**10.** You confirm your agreement and acceptance of the relevant electronic contract or instrument in the process of establishing the trading system, service system, and other business systems on the computer, electronic terminal, and network, and then sign the corresponding contract with Mexo. The signature or seal of the paper contract shall have the same legal effect and shall not require the signature of a paper contract or instrument.

**11.** You shall be solely responsible for maintaining and safeguarding the password that allows you access to the Mexo Exchange Platform, and other systems of Mexo. All operations after verification of your identity that are made with the said password will be considered yours. You, and you alone, will bear all the resulting legal consequences.



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