

Terms And Conditions

trade.io Payment Solutions OÜ Exchange (hereinafter the 'Website' or the 'Platform') is a virtual platform that provides one-stop-solution Services enabling storage, transfer, obtaining, exchanging and trading of Crypto and Fiat currencies (hereinafter the 'Services'). If you wish to register, and convey transactions on the Platform, please read, understand and accept these Terms and Conditions (the Terms).

Any use and/or access of this Website would expressly mean that the User irrevocably accepts all the terms and conditions of this Agreement. The User understands that User is free to not accept the terms and conditions contained herein and in such an event, User must not use or access this Website in any manner.

This agreement constitutes a binding contract between the User and trade.io Payment Solutions OÜ, address: Parnu mnt 158/2-88, Kesklinna linnaosa, Tallinn, Harju maakond, 11317, Estonia. License No. FVR000737, dated 26.02.2019 (hereinafter the 'Company') with regard to the access and use of the Platform, and the services, products and content it provides.

Customers that have successfully passed the KYC procedure and are recognized as a Customer of Trade.io Payment Solutions OÜ, will be conducting all trading, purchase and sale of Crypto and Fiat currencies through Trade.io Payment Solutions OÜ and any activity in the aforementioned activities is solely the purview of Trade.io Payment Solutions OÜ and its regulators.

It is the User's sole responsibility to understand and comply with the laws, rules and regulations in his/her legal jurisdiction that may apply to the use of the Website and the Services.

- Definitions
 - The capitalized terms mentioned in these Terms and Conditions should be understood in accordance with the following definitions and can be used in the singular with the plural form whenever it is needed.
 - Account, a profile registered by the User on the trade.io Payment Solutions OU Platform.
 - Buyer, the User who submits an Order to buy Crypto or fiat currencies through the Platform.
 - Commission, a fee charged by or on behalf of any third party (e.g. bank, financial institution, payment service provider, etc.).
 - Cryptocurrency, peer-to-peer decentralized digital representation of value (e.g. Bitcoin, Ether, Litecoin, etc.).
 - Deposit, transferring Funds to the Account.
 - E-Money, The Fiat currency stored and deposited in the Wallets and transferred from the User's Financial Bank Account to the User's Wallet
 - Fiat currency, a government-issued currency designated as a legal tender in its country of issuance through a government decree, regulation, or law.
 - Financial Bank Account, Account of which the User is the beneficial owner, from which the User (i) may load Funds into his/her Wallet and (ii) to which he/she may

- transfer Funds from his/her Wallet.
 - Funds, Crypto or Fiat currency.
 - Order, a User's instruction to buy or sell Cryptocurrency under certain conditions.
 - Seller, the User who submits an Order to sell Cryptocurrencies on the Platform.
 - Service, all and any services provided by trade.io Payment Solutions OU.
 - Transaction Cost, the total cost paid by the Buyer respectively for each Transaction performed via the Platform.
 - Transaction Fee, a charge which is payable to trade.io Payment Solutions OU by the User for each completed Transaction.
 - Transaction is the process of transferring, depositing, trading and/or withdrawing Crypto or Fiat currencies by the User to/from his/her Account.
 - User, an individual /entity, whether incorporated or not who visits, accesses the Company Website and/ or uses the TRADE.IO PAYMENT SOLUTIONS OU Services
 - Wallet, an application allowing the User to store his/her Funds in Crypto and Fiat currency on the Platform.
 - Website/ Platform, the TRADE.IO PAYMENT SOLUTIONS OU website at <https://www.trade.io>
 - Withdrawal, transferring Funds from the User's Account to his/her Financial Bank Account.
- General Terms
 - The Services allow Users of the Platform to create and to accept Orders to trade Cryptocurrencies with the other Users.
 - Each User's place of residence determines the availability of certain functions on the Site. It is the User's sole responsibility to get informed about those rules and regulations in his/her place of residence and to abide by them.
 - The User acknowledges and agrees that, whenever a Transaction takes place between him/her and the other User(s) the Platform does not act as an intermediary but only provides a Platform to complete the Transaction(s) between the two parties, the Buyer and the Seller.
 - Payment Services
 - Loading of Wallet: You can load E-money into your Wallet using one of the payment methods available on the Platform, such as a credit or debit card, or bank transfer. The User might be charged fees by the Financial Bank Account Institution used to transfer E-money into the Wallet. The Company or the Platform shall bear no responsibility for any such fees or for the management and security of any Financial Bank Account. The User shall be solely responsible for the use and misuse of the Financial Bank Account. The Wallet will reflect the loaded E-money once the Platform has received them.
 - It is hereby clarified that the Wallet is not a deposit account and the User shall not be entitled to earn any interest payment on the Funds deposited. The Company shall hold the Funds received in a designated safekeeping account with a regulated financial institution. The Wallet will be enabled to hold E-money in different currencies.
 - Use of E-Money: The E-money loaded into the Wallet can be used to purchase Cryptocurrency. The Platform will provide the User with the relevant instructions on the

Platform for the Transaction.

- On receipt of instructions to purchase Cryptocurrency using E-Money by the Platform, the User will be unable to withdraw the consent to that purchase unless the purchase is not due to occur until an agreed period in time not being immediate.
- Transferring E-money from the User Account: The User may transfer all or part of any E-Money held in the User's Wallet at any time. Unless agreed otherwise, funds will be transferred to the designated Financial Bank Account you have registered with us. The Company may perform due diligence, before pushing out the E-money into the designated Financial Bank Account. E-money shall also be transferred to the designated Financial Bank Account in case of termination of this Agreement. The Amount transferred to the designated Financial Bank Account shall always be the amount requested less any fees charged by the Platform and/ or the Company for such transaction.
- Presumption of Authorization: Where any Transaction is undertaken on the Platform, irrespective of it involving E-money, using the User's credentials, it shall always be assumed that it was the User who authorized the Transaction(s).
 - If the User suspects or believes that an unauthorized transaction has taken place, the User shall endeavor to contact the Company as soon as possible, and no later than 30 days after the relevant Transaction(s) occurred, by email support@trade.io
- Rate of Exchange: Each Transaction using E-Money shall be subject to the Company Exchange Rate for the given Transaction. The "Exchange Rate" means the price of a given supported Cryptocurrency in E-Money as quoted on the Website. It is the price at which the User may buy or sell Cryptocurrency.
 - The User agrees and understands that Exchange Rate may not be the same for buying and selling Transaction(s) at any given time, and that the Company may add a margin or spread or a 'fee' to the quoted Exchange Rate. It shall always be assumed that the User has consented to accept the Exchange Rate when you a Transaction is authorized.
 - The Company does not guarantee the availability of any Exchange Rate. Owing to the nature of the internet, the Company cannot not guarantee that the User will be able to buy and / or sell Cryptocurrency in the open market at any particular price or time.
- User's Responsibilities
 - Access of the Website by the User constitutes acknowledgement and acceptance in full and without any modification and/or exception by the User of this Agreement. If the User does not agree with any part of such terms, conditions and notices as stated in this Agreement in any manner, the User must not access the Website and the Services.
 - The User is responsible for reading, understanding and accepting these Terms prior to using the Website and the Services.
 - It shall be the responsibility of every User to be aware of and fully observe the applicable laws and regulations of the jurisdiction which User is subject of. The User acknowledges, understands and agrees that he is accessing and/ or using the Website on his own initiative and at his own risk and the Company shall not be liable for violation/breach of any of the laws applicable to usage of the Website.

- The User is responsible for monitoring changes in his/her Account (e.g. the balance).
- The User is required to and shall be responsible to inform the Company immediately about any unusual or suspicious changes in his/her Account. In case of failure to do so, the Company shall treat the same as a breach of this Agreement and shall not be held liable for any, direct or indirect, loss or damage arising out of the User's failure to comply with this requirement. In such an event, the Company reserves the right to take any further action including but not limited to reporting the User to the relevant legal authorities.
- The User acknowledges and agrees that the Transactions made on the Platform are executed on behalf and in the name of the Account owners acting as Buyers and Sellers.
- If the User opts to register himself on the Website, upon completion of the registration process, the User shall create a User ID and password. The User agrees and undertakes at all times to be responsible for maintaining the confidentiality of the password and User ID and shall be fully responsible for all activities that occur by the use of such password or User id. The User is responsible for the security of his password and for all transactions undertaken using his password. The Company will not be responsible for any financial loss or any other loss, inconvenience or mental agony resulting from misuse of your ID / password / account details.
- The User also agrees and undertakes to immediately notify the Company at support@trade.io of any unauthorized use of the User's Account or password or any other breach of security of any nature and to ensure that the User logs off at the end of each session at the Website. Any violation of the above-mentioned rules can lead to Account termination, and losses that such termination can incur. The Company shall not be responsible for any, direct or indirect, loss or damage arising out of the User's failure to comply with this requirement.
- The User shall not use the Website and Services for any purpose that is unlawful or illegal under any law, within or outside Estonia. Such activities include but are not limited to money laundering, illegal gambling operations, financing of terrorist organizations, malicious hacking etc.
- The User shall be responsible and be held liable for any damages caused to the Company and the liability claims brought against the Company by third parties against infringement of their rights or for contravention of any laws, rules or regulations.
- The User's liability in cases of Gross Negligence, fraud, death or personal injury caused by negligence, the breach of the agreement implied by the law, etc. shall not be limited or excluded.
- It is the Users' sole responsibility to determine the appropriateness of any Transaction carried on the Platform due to personal goals, financial situation and willingness to risk
- The payment instruments added or linked to the User's Account, including but not limited to a Financial Bank Account, credit card, debit card, etc. must be in the name of the Account holder. If at any point in time, there is found to be a mismatch between the TRADE.IO PAYMENT SOLUTIONS OU Account holder's name and the name on the chosen payment instrument, it shall constitute fraud and the Company shall be at liberty to take such action as deemed fit including but not limited to reporting the same to the Competent Authority.
- User's Warranties
 - By registering an Account on the TRADE.IO PAYMENT SOLUTIONS OU Platform, the User

warrants that he/she will follow the regulations and the laws of his/her country of residence and/or the country from which the Site and the Services are accessed by the User.

- The User warrants that he/she accepts these Terms. The User warrants that he/she is of legal age to form or enter into a binding contract (has turned at least 18 years old as on the date of accessing and using the Website and Services) and has not been barred from initiating or participating in Transactions carried out in Crypto and Fiat currencies under any applicable rules, laws, regulations
- The User guarantees that he/she will use the Platform only to perform Transactions in accordance with the conditions outlined by these Terms granting that he/she is duly authorized to do so.
- The User warrants that Crypto and Fiat currency deposited to the TRADE.IO PAYMENT SOLUTIONS OU Account are owned by the User and are derived from legal sources.
- The User warrants that he/she will only withdraw Funds in Crypto and Fiat currency from the Wallet that he/she owns in his/her name and undertakes to indemnify the Company with respect to any and all liability which may arise in the event the User gains access to a Wallet not owned by the User and withdraws Crypto and Fiat currency
- The User warrants that he/she will not violate any laws, regulations, rules and third-party rights by carrying out Transactions on the Platform.
- Company's Responsibilities
 - Company has the right to suspend the User's Account and block his/her access to Funds in Crypto and Fiat currency stored in the Wallet linked to the Account if he/she doesn't fulfill the rules prescribed by these Terms.
 - The Company will do its utmost to provide Services efficiently, accurately and respectively with these Terms.
 - The Company has limited responsibility to ensure the User's receipt of the Funds transferred in Crypto and Fiat currency.
 - The Company shall, in no event, be held liable for any damages, losses including but not limited to loss in the nature of loss of profit, revenue, business, opportunity, data, etc. punitive, special, direct, indirect, consequential damages or any other damages of any kind arising out of the use or the inability to use the Website or availing of Services through the Website
 - The Company shall not be held liable for any technical and/or network malfunction associated with an internet trading-based system including but not limited to scheduled and unscheduled maintenance activities, system breakdowns, failure of hardware/ software, communication failures delays in trading or disruption of Services causing the Site to be unavailable to Users at any point in time.
 - Notwithstanding anything contained in this Agreement, in cases of fraud or suspicious Transactions, the Company reserves its right to report all or any information necessary to the competent investigative Authority.
 - The Company shall have the absolute right and discretion to freeze User's Account at any point in time upon request by any Competent Authority.
 - The Company shall in no event be held liable for any fraud, death or personal injury resulting from unauthorized access to or alteration of the User's Account or any other matter relating to the Services.

- Company's Warranties
 - The Company warrants that it will provide the Services in accordance with the rules prescribed by these Terms.
 - The Company guarantees anonymity to all Buyers and Sellers creating Orders on the Platform.
 - The Company warrants that the Transaction Costs will be calculated from the actual matched Orders created by the Buyers and the Sellers participating in the bidding process on the Platform, summed with the applicable Transaction Fees.
 - The Company warrants that once the buying and selling Orders match, they cannot be cancelled or reversed. The User does not have a right to a reversal or cancellation and company reserves the right to refuse any cancellation or reversal requests associated with an Order.
 - Funds acquired after such Transaction are owned and stored by each User in his/her Wallet linked to the TRADE.IO PAYMENT SOLUTIONS OU Account.
- Privacy Policy and Personal Information
 - All Data collected by the Company shall be used, shared and disclosed as per the Data Protection Policy of the Company, available on the Company Website.
 - The Company undertakes and agrees not to disclose the User's private information, which may non-exhaustively include: personal particulars, financial details, correspondence with customers, employment details, tax and insurance information, banking information, risk profile, investment details, assets, etc. to other Users of the Platform.
 - The confidentiality of your private information is safeguarded by firewalls and SSL, user interfaces (e.g. mobile apps), and server processes as prescribed by the industry standards.
 - All security measures are vulnerable to attacks and break-in despite the measures taken by the Company to prevent the User's private information from disclosure.
 - The Company cannot and does not guarantee the effectiveness of the measures deployed and the Company's ability to prevent the unlawful activities which an internet-based trading system is vulnerable to the usual course of business
 - We, on behalf of the Company, will do our utmost to prevent any information leakage and unlawful activities.
 - The Company does not guarantee that any personally-identifiable information provided by Users will not under any circumstances be disclosed to the public.
 - The Company shall not share User's private information with third parties except for disclosures upon lawful requests from the Competent Authorities and Institutions or in accordance with the applicable laws.
 - The Company reserves the right to share the User's Account details or any other information where it is considered necessary by the Company in compliance with any law or order or where the Company's interests, property or business is at stake
 - The User agrees that Privacy and Personal Information Policies may include sharing your information with third parties including but not limited to our business partners, affiliate companies, agents, governmental institutions and/or lawyers.
- Data Protection and Copyright
 - All Content on the TRADE.IO PAYMENT SOLUTIONS OU Platform and Website is owned by the Company as intellectual property and is subject to copyright.

- Subject to the terms of this Agreement, the Company hereby grants to the User, to the extent necessary functionality is provided to the User on or through the Website, the following limited, revocable, non-exclusive, non-transferable, non-assignable, worldwide licenses (the License):
 - The License to access, view and otherwise use the Website (including, without limitation any information or Services provided on or through the Website) for your personal, lawful use only, as intended through the normal functionality of the Website;
 - the License to obtain a registered personal account (and related username and password) on the Website
- the License to use any other functionality expressly provided by the Company on or through the Website for use by Users, subject to this Agreement.
 - The license granted above shall stand automatically terminated if the Company suspends or terminates the User's access to the Services.
 - The User agrees not to copy, reproduce, duplicate, perform, transfer, sell, resell, license to others, edit, modify, manipulate, create derivative works from or based upon, publish, republish, post, transmit, publicly display, reverse engineer, translate, incorporate into any hardware or software application, use for commercial purposes, or otherwise use or exploit the Website or any component part thereof except with the prior written permission of the Company and a reference to the Platform and/or the Site.
 - Any of the unauthorized uses referred to above would constitute an infringement of the copyrights and other proprietary rights of the Company and/or its licensors (including, without limitation, other Website Users who have submitted their own information) and a violation of this Agreement and may subject User to civil and/or criminal liability under applicable laws.
 - The User agrees and undertakes not to sell, trade or resell or exploit for any commercial purposes, any portion of the Services. It is clarified that the Services, including the use of the Website, is not meant for commercial use but is specifically meant for personal use only of the User.
 - The Platform in its turn can make some of its content such as market data (the value and other information related to currencies it supports) available to the public other than its Users.
 - Having received access to such data, you as a User agree to abide by the Company's copyright policy.
 - The User will not redistribute, retransmit, duplicate, or otherwise make use of such data in an unlawful way by any means.
 - Any distribution or transmission of the Platform's live market data is considered as a material breach of this Agreement and the violation of these Terms.
 - The User understands the volatile nature of the market and agrees that the Company is not liable for any price fluctuations and the resulting fallacy in the live market value data provided on the Website.
 - The Content including but not limited to trademarks, trade names, service marks, logos, software, applications, text, images, graphics, data, prices, trades, charts, graphs, videos, audio materials, etc. displayed on the Site are the Company's property, and therefore should

not be copied, reproduced, modified, posted, transmitted or distributed in an unauthorized way without the prior written permission of the Company. The User acknowledges, understands and agrees that he shall not have, nor be entitled to claim any rights in and to the Website content and/or any portion thereof.

- The Company supports the protection of intellectual property and will encourage Users to submit the copyright violation claims for trademarks and any material, on which Users hold a bona fide copyright via support@trade.io Payment Solutions OU.io.
- Account
 - Registering an Account on the Platform automatically implies that the User agrees to these Terms. Registering an Account on the Website will allow the User to access the full functionality of the Site.
 - Services, including but not limited to buying or selling Cryptocurrencies and Fiat currencies are available to Users with an Account on the Platform.
 - The Account is used to store Funds deposited by Users.
 - To complete the Account creation process, Users should provide personal details, e.g. given legal name, address, personal identification documents, etc. This information is required for identity verification and for compliance purposes.
 - The User undertakes and agrees to provide valid, accurate, current and complete information about him/ her as requested in the Registration Form.
 - The User agrees to maintain his/ her personal information up to-date by checking and updating it periodically. The User undertakes to inform the Company in the written form or via email of any changes to his/her User Account personal and registration data on an immediate basis during the entire period of using the Platform and the Services.
 - In order to provide advanced security and in compliance with internal controls, the User can only register one User Account on the Platform.
 - The additional User Accounts will be suspended with the termination of the Funds owned in these Accounts.
 - The Company reserves the right to initiate further actions against the User who created the additional User Accounts in violation of this agreement. Such actions are at the sole discretion of the Company and may include reporting to the Competent Authority, Suspension of existing User Account etc.
 - Only merchants on the TRADE.IO PAYMENT SOLUTIONS OU Platform are allowed to register multiple Merchant Accounts.
 - The User agrees that he/she will not log in to any Account other than his/her own or attempt to access the Account of any other User, alongside with assisting others in obtaining such unauthorized access.
 - The User is responsible for maintaining the confidentiality of the personal information held within his/her Account, including, but not limited to, password, email, Wallet address, balance, etc. In case the Company suspects any malicious activity executed from the User's Account, he/she may be required to provide the additional information e.g. email verification, identity documents, proof of residency, etc. It is hereby clarified that the decision of the Company on whether an activity is Malicious shall be final and the User, on being requested, shall provide all and any additional information regarding such activity.

- The User agrees and confirms that the User's Account may be restricted, suspended or terminated in such an event, and he/she will not be allowed to initiate/ complete/ perform any transactions during this period.
 - The User hereby agrees to accept termination of the Account and to comply with the security requests.
 - In case the User's Account hasn't been in use for more than 12 months, it will be qualified as abandoned.
 - The abandoned Accounts with no Funds on their balances will be deactivated.
 - The User will be notified about the deactivation of his/her Account by the Company 10 days prior to such deactivation, leaving the User the right to withdraw the Funds (if any) prior to such deactivation.
- User Verification
 - The User verification procedure (also known as 'Know Your Customer' or 'KYC' for short) is a compulsory procedure for all Transactions.
 - To register with a new account, the user needs to provide personal information including but not limited to the email address and his/her full name, contact information etc.
 - The User agrees to provide the Company with the correct, relevant and up-to-date information.
 - The Company strongly advises the User to provide correct and relevant information. In case the data provided by the User is incorrect or unreliable he/she can become a subject for investigation as a suspect in the fraudulent activity.
 - The User agrees and authorizes the Company to, directly or indirectly (via a third party), undertake the necessary checks and inquiries concerning the accuracy and truthfulness of the information provided. It is hereby clarified that all KYC requirements of the Company are in accordance with the laws of Estonia.
- Anti-Money Laundering Policy
 - The Company is proud to and maintain to the best of its abilities the highest standard of control and KYC processes. In order to further reduce the risk of fraud, money laundering and financing of terrorist activities and comply with the Anti-Money Laundering ("AML") rules, TRADE.IO PAYMENT SOLUTIONS OU tracks each User's transactions and data within the Platform. In order to follow the AML rules, the Platform has the following setup mechanisms:
 - Collecting the information about all login attempts and IP addresses from users;
 - Screening for and reporting multiple accounts registered by the same user by comparing names, addresses and IP addresses;
 - Collecting trading history, deposit and withdrawal addresses from all users.
- Transactions
 - The Platform allows the User to create Orders for purchasing and selling Cryptocurrencies.
 - The User understands and accepts the risks related to the submission of the Order.
 - The User agrees and understands that an executed Order is irreversible, and thus cannot be cancelled.
 - The Order is executed instantly and automatically once the Buyer's and Seller's requirements match, without notifying the Buyer and the Seller.
 - The User understands and accepts that Deposits and Withdrawals in Fiat currencies are

subject to delays caused by the bank transfer process and may take from several hours to several days.

- The User understands and agrees that depositing and withdrawing Cryptocurrencies may take from several hours to several days.
- unauthorized Users cannot withdraw Cryptocurrencies.
- In case the User suspects any activity on his/her Account that he/she didn't initiate, the User must immediately notify the Company and follow the provided instructions.
 - In such an event, the User agrees and confirms that the User's Account may be restricted, suspended or terminated and he/she will not be allowed to initiate/ complete/ perform any transactions until the Company has carried out and completed the investigation of such Transaction and appropriate action has been taken.
- The executed Transaction can be recalled and/or reversed by the Company upon a request from a financial institution, e.g. a bank. In such an event, the User agrees to cooperate with the Company for the purposes of such investigation.
- Transaction Fee
 - All transactions on the Platform are subject to fees (Transaction Fee) charged as a compensation for the Services, provided to Users on the Site. The User hereby accepts and agrees to pay such Transaction Fee as may be levied on the Transaction undertaken by him/her on the Platform.
 - The schedule and information regarding Transaction Fee is available on the Website and is liable to change from time to time
 - The Company reserves the right to change the Transaction Fee at any time without notifying the Users prior to such change.
 - The information about the updates on the Transaction Fee rates will be published on the website. Any such changes will make an immediate effect upon the functioning of the Platform and the Website and will apply prospectively to any Transactions that take place following such revision.
 - Transaction Fees are charged equally from both the buyers and the sellers who use the Platform.
 - Transaction Fees are automatically deducted and charged from the User's account balances in accordance with the transaction type and the type of cryptocurrency used. The User authorizes The Company/ Platform or the designated payment processor, to charge or deduct from the User's Account funds for any applicable Transaction Fee owed in connection with the Transactions completed via the Services/ on the Platform.
 - It is advised that the User read, understand and comply with the Transaction Fee rates before initiating a Transaction.
 - User agrees and accepts that the Transaction Fee is charged automatically and may vary from for Crypto and Fiat currencies.
 - The most relevant information about the Transaction Fees charged from the User will be displayed in a pop-up window when the Transaction is executed.
 - The Transaction Fees are charged in the chosen Cryptocurrency or Fiat currency .
- Deposits

- The User agrees to have read and understood and accepted the following information. The Company strongly advises the following should be taken notice of before trading can be initiated:
 - The User is not permitted to acquire Cryptocurrency or Fiat currency or use any of the Services provided by the Platform if the User is under the control of, or a national or resident of
 - Democratic People's Republic of Korea
 - Democratic Republic of the Congo
 - Eritrea
 - South Sudan
 - Sudan
 - Syria
 - Libya
 - Iran
 - Somalia
 - Yemen
 - Any other country subject to the United Nations sanctions ('Sanctioned Countries') or;
 - The User intends to supply any acquired or stored Cryptocurrency or Fiat currency or Platform Services to a Sanctioned Country (or a national or resident of a Sanctioned Country).
- Any Services accessed from the Jurisdictions above and User Accounts associated with such Services will be terminated and the Company shall have the absolute right and discretion to report the access or use of the Platform or its Services from the above jurisdictions to the relevant authorities. The Company shall not be responsible and be held liable for loss of any Funds in such terminated User Accounts.
- Withdrawals and Withdrawal Fee
 - The User agrees and accepts that Withdrawals from trade.io Payment Solutions OU.io are subject to fees and cryptocurrency network/blockchain fees
 - The amount of the fees is different for each cryptocurrency and is charged as published on the site during the withdrawal process
 - Spreads are different for each cryptocurrency and for each merchant.
 - The default Values of the spread will be stated in the merchant's back-office.
 - The Company reserves the right to change the amount of Withdrawal Fee at any time without notifying the User prior to such change.
 - Any such changes will make an immediate effect upon the functioning of the Platform and the Website and will apply prospectively to any Withdrawals that take place following such revision.
 - The User understands and agrees that the Transaction Fee of the Bank of the Recipient varies for each Bank.
 - The actual amount of the Transaction Fee will be charged from each User individually in accordance with the type of Transaction, the type of Account (User or Merchant) and the type of cryptocurrency.
 - Users who suspect that the Transaction Fee has been erroneously charged from their



account balances should notify the Company immediately providing the required transaction details and the Company shall arrive at the decision. The User agrees and confirms that the decision of the Company in such cases shall be final. The Company reserves the right to reject any claims if the same are unreasonable in nature. It is hereby clarified that claims exceeding 30 days in age will not be accepted by the Company.

- The User understands that Withdrawals on the Platform take place on demand.
 - The Company follows the strict reconciliation processes with its internal books and records together with the anti-money laundering policy to protect its Users and their funds from hacking and frauds.
 - The User understands and accepts that the Platform and Company are subject to time constraints and delays owed to third parties and the demands for Withdrawal shall be met subject to such constraints. In case of Cryptocurrency withdrawals, it may take up to one business day and in cases of Fiat currency Withdrawals, up to three business days for the process to be completed.
 - The minimum withdrawal amount for each cryptocurrency is stated on the initiation of the withdrawal process for the User's reference.
- Trading Fee
 - All Trading Fees Will Be Displayed on The Company's Website & May Change From Time to Time Without Prior Notification
- Order Execution and Trade
 - The TRADE.IO PAYMENT SOLUTIONS OU Platform Services (including cryptocurrency trading) are only available to registered Users.
 - The exchange orders on the Platform will be fulfilled on a reasonable basis at the best prevailing market price available at the time of the deal.
 - The User acknowledges and agrees that the market rate information made available via our Services may differ from the prevailing market rates the User may gather from other sources. The User agrees and accepts that markets can be volatile and prices can fluctuate significantly and the prices displayed on the mobile applications and the Website are subject to change, and therefore cannot be guaranteed to remain unchanged from the time the Order is received to the time the actual transaction takes place.
 - The User agrees and confirms that under no circumstances, the Company shall be held liable for any delays in filling orders or failures to deliver and perform them.
 - As soon as the order is filled, The User will be notified that the action cannot be reversed by the Platform.
 - Extract profits by exploiting pricing differences across different products related to the TRADE.IO PAYMENT SOLUTIONS OU Platform is strictly prohibited
 - Wash Trading or indulging in any related activities is strictly prohibited and if the User is found guilty of indulging in such activities, his/ her Account shall be terminated without prior notice and the Company shall be at liberty to deal with funds accrued as a result of such activities.

- The ongoing trading activities are monitored within the TRADE.IO PAYMENT SOLUTIONS OU system through internal controls, and if the User is suspected in being engaged or engaging in illegal/ unlawful trading, any funds obtained via the Services/ Platform as a result of such trading shall be withheld by the Company and the User's Account shall be suspended for such duration as the Company deems fit. If such activity is found to have been committed during the investigation, the Company reserves the right to terminate the User's Account
- The User understands and agrees that the Company endeavors to make the trading as efficient and as safe as possible and does it's best for the optimal maintenance of the TRADE.IO PAYMENT SOLUTIONS OU Platform and acknowledges the risks involved in an Internet-based trade, the risks include but are not limited to:
 - Errors in the software, the code, the configuration, the hardware, the network, the errors resulted by the other issues of the system outlined in, but not limited to these Terms.
 - The User agrees and accepts that the Company is not liable for any loss of data, or funds, caused by the aforementioned malfunctions.
 - Additionally, the Company reserves the right to rollback, revert any trades or actions from the Users that occurred as a result of either intentional or unintentional malfunctioning of the system, that may be detrimental to the Company's interests or could leave an impact on our pricing, quoting, markets, order management layers of the system (order entry, positions) or any other features included in the system at the time when the incident occurred.
- The User understands and accepts that any service availed is purely an independent decision of the User and the Company and its affiliates are not liable for any loss, or damage incurred by the Users, resulted by their improper utilization of the Platform, and/or their failure to understand the functioning of virtual currencies and the markets, on which these virtual currencies operate.
 - The User understands and accepts that the Company acts only as a Platform and represents a medium, which allows Users and members to exchange, buy, sell, and/or store certain virtual currencies. It is clarified that the Company and its affiliates make no warranties to the value, the use and the legality of the supported Cryptocurrencies whatsoever.
- **Illegal Activities**
 - The Company reserves the right to suspend or terminate the User's TRADE.IO PAYMENT SOLUTIONS OU Account any time if it reasonably believes that such action is necessary as required by the law or as demanded by the relevant government authority in order to prevent the occurrence of financial crimes.
 - Using the TRADE.IO PAYMENT SOLUTIONS OU Account for any illegal purposes is strictly prohibited.
 - Any suspicious activities will be reported by the Company to the relevant Competent Authority. It shall be the Company's discretion to arrive at a decision if the activity is Suspicious activity and such decision shall be binding on the User, unless proved otherwise.
 - The User ensures that he/she will not use the TRADE.IO PAYMENT SOLUTIONS OU Account,

the Website and the Services for criminal and/or unlawful activities including but not limited to money laundering, terrorist financing, proliferation of weapons of mass destruction, human trafficking, promotion and/or marketing any illegal goods or services including, but not limited to violent, obscene, erotic or pornographic content; marketing and/or promoting services violating copyrights, property and/or rights of any person, entity or organization; drugs, narcotics, or hallucinogens; weapons; explosive materials; illegal gambling services; Ponzi, pyramid or any other 'get rich quick' schemes; harmful media; trade of body parts, organs or human remains; protected animals or protected plants, etc.

- The Company reserves the right to refuse to process, or to cancel or reverse, any Transaction in its sole discretion, even after funds have been debited from the User's Account, if it suspects the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a subpoena, court order, or other government order; if the Company reasonably suspects that the transaction is erroneous. In such an event, the Company will reverse the transaction and will be under no obligation to allow you the User to reinstate the Transaction at the same price or on the same terms as the cancelled transaction.
- Security
 - The User agrees and confirms that it is the User's sole responsibility to keep his/her Account details, password, email, Wallet address fund balance, or any other code, PIN etc. used to gain access to the Platform and its services. secure from any third parties or entities. The User accepts that any loss or compromise of the foregoing information and/or personal information may result in unauthorized access to your Account by third-parties and the loss or theft of any funds held in your Account and any associated accounts, including your linked bank account(s) and credit card(s).
 - The TRADE.IO PAYMENT SOLUTIONS OU staff will never ask the User to disclose his/her password. Any attempts to derive the User's password by the TRADE.IO PAYMENT SOLUTIONS OU staff or any third-party website should be reported to the Company at the earliest.
 - The User hereby understands and agrees that he/she will be bound by, and hereby authorize TRADE.IO PAYMENT SOLUTIONS OU to accept and rely on, any agreements, instructions, orders, authorizations and any other actions made, provided or taken by anyone who has accessed or used the User's Account regardless of whether the access is authorized or unauthorized. Upon receipt of written notice from the User that the security of his/ her account has been compromised, the Company will take reasonable steps to protect the User's Account and take steps to ensure security which may include suspension of Account, terminating all transactions initiated using any compromised account passwords.
 - The Users are advised to change the password regularly to prevent the risk of any security breach of the Account.
 - Users are advised to choose a password that doesn't contain any personal information about the User, that can easily be guessed.
 - It is the User's sole responsibility to ensure that no one is watching him/her when the Account is being accessed.
 - In case the User has any concerns about the security of his/her Account, e.g. the loss or stealth of the login details or password, an attempt of unauthorized access or other security

- feature being lost, stolen, misappropriated, used without authorization, etc. it is recommended that the User change the password and contact support immediately.
- It is agreed and accepted by the User that the Company is not liable for any security breach relating to the User's Account including but not limited to hacking of the User Account/ Wallets or hacking of User's Funds deposited on the User's Account and it is the sole responsibility of the User to maintain adequate security.
 - The Company in its endeavor to provide a safe trading environment and provide advanced security to the User's has a Two – Factor Authentication in place, which is mandatory to be enabled.
 - The User shall be responsible for keeping his/ her contact details (email address and telephone number, etc.) up to date in the Account Profile in order to receive any notices or alerts that the Platform/ Company we may send. The Company/ Platform assumes no liability for any loss that the User may sustain due to compromise of his/ her Account Details and/ or failure to follow or act on any notices or alerts that may be sent.
- Account Termination
 - The User can close his/her Account voluntarily at any time by contacting support@trade.io Payment Solutions OU.io.
 - The User agrees and accepts that the Company can suspend, restrict or terminate his/her Account, and deny access to the Website, its content and the Services at its own discretion without notifying the User of such suspension, restriction or termination.
 - The User understands and agrees that the Company reserves the right to deny Users access to the Site and the Services without providing any explanations. The Company's decision to take certain actions, including but not limited to limiting access to, suspending, or terminating the User's Account, may be based on confidential criteria that are essential to the Company's risk management and security protocols. The User agrees that the Company is under no obligation to disclose the details of its risk management and security procedures to the him/her.
 - The Account can also be terminated by the Company in cases when the activity from the User's Account violates the law, these Terms and the agreement, infringes the intellectual property rights of the Company or third parties.
 - The Company may at its sole discretion terminate access to the User's Account for:
 - facially valid subpoena, court order, or binding order of a government authority on the subject
 - attempting to access the Site and the Services in an unauthorized way and/or assisting others in such unauthorized access;
 - breaking the security features of the software and/or taking advantage of such breaches;
 - using the TRADE.IO PAYMENT SOLUTIONS OU Services for any illegal or unlawful activities (e.g. money laundering, illegal gambling, terrorism, etc.);
 - the User's Account is subject to any pending litigation, investigation, or government proceeding and/or the Company perceives a heightened risk of legal or regulatory non-compliance associated with the User's Account in question
 - The User's action amount to circumventing the Company's control, including, but not limited to, opening multiple User Accounts or abusing promotions which the

- Company may offer from time to time
 - any violation of these Terms;
 - avoiding Transaction Fee payments;
 - abusing or threatening other Users and/or Company's staff;
 - any attempts to manipulate the market and/or raise the trading volume artificially;
 - upon the request of the law enforcement institution or a government agency.
 - The Company reserves the right to undertake any necessary technical and/or legal measures to prevent the User's access to the Site, if the Company suspects threats or abuses to its intellectual property and violations of these Terms.
 - The User understands that the unconfirmed or inactive Accounts, which haven't been used for 12 months will also be terminated by the Company. It shall solely be the User's responsibility to ensure Funds in the unconfirmed or inactive Account have been withdrawn. The Company shall not be held liable for terminating such accounts, irrespective of the Fund balances in such accounts.
 - The User agrees and accepts that the Company shall not be held liable for any damages, loss of any kind whatsoever due to such Suspension, restriction or termination as above.
 - In case the User, whose Account has been terminated, hasn't withdrawn his/her Funds stored in the Wallet and wants to claim them back, he/she will be required to provide valid bank account details or a Cryptocurrency address. The Company shall transfer the funds at the earliest unless such transfer is prohibited under the law, or by a facially valid subpoena or court order.
 - The receipt of the remaining Funds may vary and will be disclosed prior to the withdrawal.
 - The User is responsible for any charges that such a withdrawal may hold.
 - The User acknowledges and agrees that his/her Account can be blocked due to inability and/or denial to provide the required ID documents and/or any other data necessary for the AML/KYC procedure and/or for any other reason.
 - In case of any concerns and/or questions related to the termination procedure please contact us via support@trade.io Payment Solutions OU.io.
- Disclaimer of Warranties
 - The Platform and the Services including the User Account and any related products or services are offered on a strictly "as-is" and "where-is" basis and The Company expressly disclaims, and the User hereby waives all warranties of any kind, whether expressed or implied
 - The User understands and accepts that by providing the Services and the information via the Platform and the Website, the Company does not provide the Users with any financial, investment or legal advice and all Users are cautioned to conduct their own due diligence and seek separate and specific legal and other advice prior to making any decisions or investments based on the information provided on the Platform via the Website.
 - Under no circumstances does any information shared on the price, range, volatility of currencies and events that have affected the price of Cryptocurrencies provided on the Website, shared by any employee, agent or affiliate of the Company constitute financial, investment or legal advice.
 - Unlike the Regulated Financial Institutions, the funds deposited with the Company are not



- insured by the Company.
- The Company has endeavored to ensure that all the information provided by it on this Website is correct, but the Company or the Platform neither warrants nor makes any representations regarding the accuracy or completeness of any data or information displayed on this Website and Company shall not be in any manner liable for inaccuracy/error if any. The company makes no warranties, express or implied, concerning the Website and/or its contents and of information displayed and communicated through or on the Website, including any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to any User or any other person, arising out of or from the use of any such information as is displayed or communicated through or on the Website or the provision of the Services.
 - The User understands and agrees that in the event of technical and other limitations, the digital currencies' market values may be displayed by the Platform with a delay, and therefore may not necessarily reflect the current, live market value of such currency.
 - The Company/ Platform makes commercial efforts, reasonable or otherwise to ensure that the description and content of the information displayed or communicated to the User on each page of the Website is correct, it does not, however, take responsibility for changes that may have occurred due to human or data entry errors or for any loss or damages suffered by any User due to any such changed information.
 - Neither shall the Company be responsible for the delay or inability to use the Website or the Services, the provision of or failure to provide the Services, or for any information, software, products, services and related graphics obtained from the Platform through the Website, whether based on contract, tort, negligence, strict liability or otherwise. Further, The Company/ Platform shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplanned suspension of access to the Website and/ or the Services that may occur due to technical reasons or for any other reason whatsoever. The User understands and agrees that any material and/or data downloaded or otherwise obtained from the Platform through the Website is done entirely at his/her discretion and risk and he/she will be solely responsible for any damage to his computer systems or any other loss that results from such material and/or data.
 - The Company, in the usual course, does not monitor, control or edit any communications between its Members. Notwithstanding the above, the Company reserves the right, but is not obliged, whether based on complaints or on its own initiative, to monitor and remove any malicious messaging or other illegal and unlawful activity including the materials posted in the public areas of the Platform, and reviewing the usage, the activity or the content of any messages, materials and other information, posted or distributed via the Website.
 - In no event shall the Company be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the Services; (b) the cost of procurement of services substitute to the Services; (c) unauthorized access to or alteration of a User's transmissions or data; (d) any other matter relating to the Services; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with availing of the Services through the Website.

- The Company and/or its affiliates hereby specifically disclaim any of the implied warranties in relation to the merchantability and/or the non-infringement.
- The Company and/or its affiliates cannot warrant that your use of the Services will be secure, seamless, free of errors, and will meet your requirements, or that any defects on the Website will be amended.
- The Company and affiliates disclaim all and any liability, regardless of the form of action, for the actions or inactions of other Members or Users (including unauthorized users, e.g. hackers) of the Website and the Services.
- The Company reserves the right, in its sole discretion, to terminate the access to the Website and/or any of the Services or any portion thereof at any time, without any prior notice.
- Breach
 - Without prejudice to the other remedies available to the Company under this Agreement or under applicable law, it may limit the User's activity, warn other Users of the User's actions, immediately temporarily / indefinitely suspend or terminate the User's registration, and/or refuse to provide the User with access to the Website if:
 - The User is in breach of this Agreement and/or the documents it incorporates by reference;
 - The Company is unable to verify or authenticate any information provided by the User; or
 - The Company believes that the User's actions may infringe on any third-party rights or breach any applicable law or otherwise result in any liability for the User, other Users of the Website and/or the Company
 - The Company may at any time in its sole discretion reinstate suspended Users. Once the User has been indefinitely suspended the User shall not register or attempt to register with Platform or use the Website in any manner whatsoever until such time that the User is reinstated. Notwithstanding the foregoing, if the User breaches this Agreement or the documents it incorporates by reference, the Company reserves the right to recover any amounts due and owing by the User to the Company and to take strict legal action as the Company deems necessary.
- LIMITATION OF LIABILITY AND INJUNCTIVE RELIEF
 - THE USER UNDERSTANDS AND EXPRESSLY AGREES THAT TO THE EXTENT PERMITTED UNDER APPLICABLE law, IN NO EVENT WILL THE COMPANY OR ANY OF ITS AFFILIATES OR GROUP COMPANIES OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS, OR LICENSORS BE LIABLE TO THE USER OR ANYONE ELSE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF FUNDS, REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USER'S USE, OR THE USE OF ANYONE USING AN ACCOUNT REGISTERED TO THE USER, OR ANY UNAUTHORIZED USE OF THE USER'S ACCOUNT ON THE WEBSITE OR ANY PARTS THEREOF AND INCLUDING:
 - THE ACCURACY AND COMPLETENESS OF THE CONTENT ON THE SITE;

- THE ACCURACY AND COMPLETENESS OF THE CONTENT ON THE SITES LINKED TO TRADE.IO PAYMENT SOLUTIONS OU.IO (BY MEANS OF HYPERLINKS, BANNER ADS, ETC.);
- THE SERVICES AVAILABLE ON THIS SITE OR ANY OTHER SITES LINKED TO TRADE.IO PAYMENT SOLUTIONS OU.IO (BY MEANS OF HYPERLINKS, BANNER ADS, ETC.);
- PERSONAL INJURIES OR PROPERTY DAMAGES OF ANY KIND;
- THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER;
- ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR CONTENT, INFORMATION (E.G. PERSONAL, FINANCIAL, ETC.) AND THE STORED DATA;
- ANY INTERRUPTION OF SERVICES ON THIS SITE OR ANY OTHER SITES LINKED TO TRADE.IO PAYMENT SOLUTIONS OU.IO (BY MEANS OF HYPERLINKS, BANNER ADS, ETC.);
- ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED TO TRADE.IO PAYMENT SOLUTIONS OU.IO (BY MEANS OF HYPERLINKS, BANNER ADS, ETC.);
- ANY DEFAMATORY, HARASSING, ABUSIVE, HARMFUL, PORNOGRAPHIC, "X-RATED", OBSCENE, ETC. CONTENT;
- THE USER ACKNOWLEDGES AND AGREES THAT ANY CAUSE OF ACTION RELATED TO THE USE OF THE WEBSITE OR THE SERVICES OUGHT TO BE COMMENCED WITHIN 12 MONTHS SINCE THE CAUSE OF THE ACTION HAS ARISEN. IN OTHER SITUATIONS, SUCH CAUSE OF ACTION WILL BE BARRED PERMANENTLY.
- NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT, THE USER ACCEPTS AND AGREES THAT IN NO EVENT WILL THE COMPANY'S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL TRANSACTION FEE PAID BY THE USER FOR THE PARTICULAR SERVICE(S) THAT ARE SUBJECT TO THE CAUSE OF ACTION. THE FOREGOING LIMITATION OF LIABILITY APPLIES, TO THE FULLEST EXTENT PERMITTED BY THE LAW, AND WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT, OR THE USE OF THIS SITE OR THE SERVICES.
- IT IS HEREBY ACKNOWLEDGED AND AGREED BY THE USER THAT THE COMPANY OR THE PLATFORM IS NOT LIABLE FOR TRANSACTIONS INITIATED BY THE USER BELOW THE DEFAULT VALUES PRESCRIBED BY THE COMPANY.
- NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE USER HEREBY IRREVOCABLY WAIVES ANY RIGHT OR REMEDY TO SEEK AND/OR OBTAIN INJUNCTIVE OR OTHER EQUITABLE RELIEF OR ANY ORDER WITH RESPECT TO, AND/OR TO ENJOIN OR RESTRAIN OR OTHERWISE IMPAIR IN ANY MANNER, THE PRODUCTION, DISTRIBUTION, EXHIBITION OR OTHER EXPLOITATION OF ANY COMPANY OR ANY OF ITS AFFILIATE OR GROUP COMPANY RELATED SERVICES, OR THE USE, PUBLICATION OR DISSEMINATION OF ANY ADVERTISING IN CONNECTION WITH SUCH SERVICES .
- Taxes
 - The User undertakes to pay all applicable taxes, which may be charged for the use of the Platform and any transaction that he/she may undertake
 - The User accepts and agrees that it is the sole responsibility of the User to pay all taxes due for Services to the appropriate tax authorities in his/her place of residence as required by the applicable law and state regulations.

- The Company is not responsible for any violation / attempt to violate by the User to escape from fulfilling his/her tax obligations.
 - The Company/ Platform is not responsible for determining whether taxes apply to the User's Transaction(s) or for collecting, reporting, withholding, or remitting any taxes arising from any Transaction.
 - more information about the taxation on the TRADE.IO PAYMENT SOLUTIONS OU Platform please contact the appropriate local authorities and/or accountants.
- Notifications
 - The Company reserves the right to notify the Users by any means of communication, available to the Company and/ or the Platform on the contact details provided by the User.
 - The User agrees and consents to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that the Company provides in connection with Platform, User's Account and the Use of Services.
Communications include: Terms of use and policies the User agrees to (e.g., the TRADE.IO PAYMENT SOLUTIONS OU Website Usage Agreement and Privacy Policy), including updates to these agreements or policies, Account details, history, transaction receipts, confirmations, and any other Account or transaction information; Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and Responses to claims or customer support inquiries filed in connection with your Account.
- The Company may provide these Communications by posting them on the Website, emailing them to the User at the email address listed in the User's Profile, via instant chat, and/or through other electronic communication such as sending an app message, text message or mobile push notification.
 - It is advised that the User maintain copies of electronic Communications. In order to access and retain electronic Communications, The User will need the following computer hardware and software:
 - A device with an Internet connection;
 - A current web browser with cookies enabled;
 - A valid email address (also provided to the Platform while registering your account);
and
 - Sufficient storage space to save past Communications or an installed printer to print them.
- Third Party Links
 - The Website may contain links to other Websites or may contain features of any nature of other Websites on the Website ("Linked Sites"). The User acknowledges and accepts that the Linked Sites are not under the control of the Company or the Website and the Platform or the Company do not hold the responsibility for the contents of any Linked Site, including without limitation any link or advertisement contained in a Linked Site, or any changes or updates to a Linked Site. The Platform or the Company are not responsible for any form of transmission, whatsoever, received by the User from any Linked Site. The Platform is providing these links to the User only as a convenience, and the inclusion of any link does not imply endorsement of any nature by the Platform or the Company.
 - The Platform or the Company is not responsible for any errors, inclusions, omissions or representations on any Linked Site, or on any link contained in a Linked Site. The Platform or

the Company do not endorse or adopt any advertiser or its content on any Linked Site or on any link contained in a Linked Site, in any manner. The User is requested to verify the accuracy of all information on his own and conduct independent due diligence before relying on any such information.

- **Governing Law and Jurisdiction.**
 - This agreement shall be governed by and construed in accordance with Estonia law. The User hereby agrees to submit all disputes, claims or controversies (including non-contractual Disputes, claims or controversies) arising out of or in connection with these Terms, the breach, termination, enforcement or interpretation thereof (together, Disputes), or relating to the Services, Platform and / or the Company to the exclusive jurisdiction of the courts of Estonia.
- **Severability**
 - If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part under, such invalidity or unenforceability shall apply only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to be in full force and effect.
- **Assignment**
 - The User shall not assign any rights and/or licenses granted under this Agreement. The Company reserves the right to assign its rights without notice and restriction, including without limitation to any Company affiliates or subsidiaries, or to any successor in interest of any business associated with the Platform Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.
 - The User expressly agrees that he will be deemed to have consented to the disclosure of any data, information of the User, and the same is used by the Platform/ Company, a subsequent owner or operator of the Website, of any information about the User contained in the applicable Platform/ Company database, to the extent the Company assigns its rights and obligations regarding such information in connection with a merger, acquisition, or sale of all or substantially all of Company's assets, or in connection with a merger, acquisition or sale of all or substantially all of the assets related to this particular Website to a subsequent owner or operator. In the event of such a merger, acquisition, or sale, the User's continued use of the Website signifies the User's agreement to be bound by the terms of use, Website User Agreement, Privacy Policy or otherwise of the Website's subsequent owner or operator.
 - In the event that the Company and the Platform is acquired by or merged with a third party, the Company reserves the right to transfer or assign all or any part of the data and information collected from the User in the usual course of business, as part of such merger, acquisition, sale, or other change of control.
- **Indemnity**
 - The User agrees to indemnify, defend and hold harmless the Platform, the Company, its affiliates, group companies and their directors, officers, employees, agents, third party service providers, and any other third party providing any service to the Company in relation to the Services whether directly or indirectly, from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees, and any fines, fees or penalties

imposed by any regulatory authority) arising out of or related to your breach of this Agreement asserted against or incurred by the Company that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any terms of this Agreement including any representation, warranty, covenant or agreement made or obligation to be performed by the User pursuant to this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

- The indemnity obligations endure any termination or expiration of these Terms.
- Amendments
 - The User agrees that this Agreement forms a valid contract between the User and The Company and that the Company may, at its sole discretion, amend any of the use or Services being provided by it on the Platform via the Website and/ or this Agreement either wholly or partially, at any time and without the requirement of any prior notice or consent.
 - The User shall be responsible for regularly reviewing the terms and conditions of this Agreement. Changes to this Agreement will be effective when published and posted on the Website. The User agrees to review this Agreement periodically to become aware of any changes.
 - Continual access of the Website, even after the Amendments, by the User constitutes acknowledgement and acceptance in full and without any modification and/or exception by the User of this Agreement and subsequent amendments thereof. If the User does not agree with any part of such terms, conditions and notices as stated in this Agreement in any manner, the User must not access the Website.
 - The User acknowledges and agrees that the Company is not liable to the User for any risks, damages or losses caused by these amendments.
- Force Majeure
 - The Company and /or the Platform shall not be liable for any failure to perform any of its obligations under this Agreement or provide the Services or any part thereof if the performance is prevented, interrupted or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.
 - "Force Majeure Event" means any event due to any cause beyond the reasonable control of any Party, including, without limitation, interruption in telecommunications or Internet services or network provider services, breach or virus in the systems, fire, flood, explosion, acts of God, civil commotion, acts of civil or military authorities, riot, insurrection, war, acts of government.
- English language controls
 - Notwithstanding any other provision of these Terms, any translation provided is solely for the User's convenience. The meanings of terms, conditions and representations herein are subject to the definitions and interpretation in the English language. Any translation provided may not accurately represent the information in the original English. In case of any difference between the versions of this Agreement the English version shall prevail.
- Headings
 - The headings and subheadings herein are included for convenience and identification only and are not intended to interpret, define or limit the scope, extent or intent of this Agreement in any manner whatsoever.



- Entire Agreement
 - These Terms constitute the entire agreement, and supersede all prior understandings, oral or written, between the parties regarding the subject of this Agreement.
- Support
 - In the event the User has any concerns or questions in relation to any information uploaded on the Website, these Terms and this Agreement and User's rights and obligations or with respect to processing of information or use of Website etc., the User may submit a written request to support@trade.io. The Company shall endeavor to expeditiously redress the same, but within a reasonable time as may be provided in applicable laws.



trade.io Payment Solutions OU
Parnu mnt 158/2-88,
Kesklinna linnaosa,
Tallinn, Harju maakond,
11317 Estonia