

## Welcome

These terms apply to your use of the Services that are provided by DEALNOX LLC hereinafter “the Company”.

It is important that you read this document and any documents referred to within it (the "Terms of use")

Account and form the legal agreement between:

You, as the the Company user; and

Please ensure that you have read and understand these Terms before using or accessing the Services.

Capitalised terms defined in the Terms shall have the same meanings when they are used in these Terms.

Each Party guarantees to the other Party that it has the necessary capacity, as well as all the rights and powers necessary and sufficient for the conclusion and implementation of this Agreement, in accordance with its terms.

- **We, us, or our** – means the Company.
- **You or Your** – means the natural person named on the Account entering into these Terms and Use.

In these Terms of Use, unless the context otherwise requires:

- (a) a reference to this Terms and Use or to these Terms and Use is a reference to these Terms and Use as may be varied, amended, supplemented, and/ or replaced from time to time;
- (b) words in the singular include the plural and vice versa;

## TERMS OF USE

**PLEASE READ THESE TERMS OF USE BEFORE USING THIS WEBSITE.**

### DEFINITION

The following terms have the meaning indicated below unless otherwise is stipulated:

- **Account (Profile)** is a personal profile registered by the Client on the Website, which is a functional part of the System, and allows the Client to use the Services.
- **Applicable Law** – means any law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any person (including all parties to these Terms and Use), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority whether in the Territory or outside.
- **Client or User** means an individual that uses the Services and has agreed to the present Terms of Use with the Company.
- **Contract for Difference (CFD)** is a contract between User and Company where they agree to exchange the difference in the price of an underlying asset at the beginning and end of the contract. You are not buying the underlying asset, and assumes transferring the difference between the current value of a CFD on cryptocurrencies, stocks, commodities and its value at the closure moment.
- **Cryptocurrency** means the peer-to-peer digital currency that has no central issuer and is distributed directly between the owners of such currency.
- **Deposit** means a transaction involving a transfer of currencies that top up balance of the Wallet.
- **Equity:** the Balance available on the Client's Account, that includes unrealized profit and loss.
- **Exchange Rate** means the relation between the amount of Funds and

the price offered by the User for orders for exchanging Funds.

- **Force Majeure Event** – means any cause beyond the control of a party including without limitation, acts of God, acts of civil or military authority, fires, strikes, lockouts or labour disputes, epidemics, governmental restrictions, wars, terrorist acts, riots, earthquakes, storms, typhoons, floods and breakdowns in electronic and computer information and communications systems.
- **KYC means “know-your-client”.**
- **KYC Information** means your personal identification information, documentation and other evidence as the Company may request from you from time to time in respect of your Wallet or other services provided by the Company.
- **Trading Account:** the Client’s trading account with deposited funds, which have cash equivalent value, with which the Client can perform trading activities.
- **Long position (Long):** means a Buy position that increases in value if the market price of the Underlying Instrument increases.
- **Margin:** means the amount of money the Client needed to open and maintain a leveraged trading position.
- **Margin Level:** means a ratio between Equity and Used Margin shown in percentages.
- **Margin Trading:** means leverage trading when the Client may trade with borrowed Funds instead of the Client’s own.
- **Prohibited Countries** – means any of the country where We do not offer our service: Afghanistan, Algeria, American Samoa, Bangladesh, Bolivia, Democratic Republic of Congo, Democratic People’s Republic of Korea (DPRK), Ecuador, Egypt, Ethiopia, FYR Macedonia, India, Iran, Iraq, Kyrgyzstan, Pakistan, Palestine, Russia, Belarus, Qatar, Saudi Arabia, Syria, Morocco, Nepal, Vanuatu, Vietnam, Zambia.
- **Services** mean services that available in Wallet, Trading Account, and any other available at the moment services provided by the Company.
- **Supported assets** means cryptocurrencies, stocks, commodities supported by the Wallets and/or Trading Account, as notified to you from time to time on the Website, Account, via email or other methods. Supported assets in Wallet and Trading Account may be different.
- **Short position (Short):** means a sell position that increases in value if the market price decreases.

- **System** means set of software and technical means used by the Company in automatic mode to process operations conducted by the Client in his/her Account.
- **Trading conditions** means: the principal trading terms in CFDs (e.g. Spread, Leverage, charges, fees, etc.) for each type of CFD and/or type of Client Profile or Accounts as determined by Company from time to time in its discretion.
- **Transaction** is the process of transferring, depositing, trading and/or withdrawing Cryptocurrencies by the Clients in the System.
- **Fee** is a charge which is payable by the User to the Company itself or on behalf of or by any third-party involved for each completed Transaction.
- **Usable Margin**: means an indicator that shows how much funds can be used to open new positions
- **Used Margin**: means funds used to support open positions.
- **Verification** means the process of verifying your Account through the submission of requested documents.
- **Digital Wallet or Wallet** means a part of the System that you can use through your Account and that allow sent, receive, holds funds in a particular Supported assets in your Account.
- **Website** means the website at the <https://dealnox.com/> and or any future URL applicable to your Account.

## 1. ACCEPTANCE OF TERMS

1.1. By continuing to access or use this website, or any Service on this site, you signify your acceptance of the Terms of Use. From time to time, the Company may modify these terms and use of service. Accordingly, please continue to review these terms and use of service whenever accessing or using this website. Your use of this website, or any service on this site, after the posting of modifications to these terms and use of service, will constitute your acceptance of the Terms, as modified. If at any time, you do not wish to accept the terms, you may not use the website. Any terms and use proposed by you which are in addition to or which conflict with these terms are expressly rejected by the Company and shall be of no force or effect.

1.2. Registration data and certain other information about You are subject to the Company (the “Privacy Policy”). The provisions of the Privacy Policy are incorporated by reference in their entirety into these Terms, with the same force and effect as if the same were fully set forth herein. For more information, see our full Privacy Policy at: <https://dealnox.com/>

1.3. By visiting, accessing, using, or continuing to use any part of the Website,

**You acknowledge having read, understood, accepted, and consented to these Terms and to the Privacy Policy, and agree to be bound thereby, including those additional terms and conditions and policies referenced herein and/or available by hyperlink.**

## **2. ELIGIBILITY**

**2.1. By accessing or using the Website, you represent and warrant that you:**

**2.1.1. are at least 18 years old;**

**2.1.2. have not previously been suspended or removed from the Website or from the System;**

**2.1.3. warrant that you will not use the Website if the laws of your country prohibit you from doing so in accordance with these Terms of Use;**

**2.1.4. are the owner of Cryptocurrency you deposit to your Wallet and that they are derived from legal sources.**

**2.1.5. if the Client is not residing in any country where distribution or provision of the financial products or services offered by the Company would be contrary to local laws or regulations. It is the Client's responsibility to ascertain the terms of and comply with any local laws or regulations to which they are subject.**

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

**2.3. The Company may not make all Services available in all markets and jurisdictions and may restrict or prohibit the use of the Services in certain jurisdictions and to certain individuals, companies, and countries that are on prescribed sanctions lists.**

## **3. CLIENT ACCOUNT AND SECURITY**

**3.1. Upon completing the Website's registration process, you are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur on or through the Services as a result of your password or account access. You agree to immediately notify the Company of any unauthorized use of your password or account or any other breach of security, and ensure that you will exit from your account at the end of each session. The Company will not be liable for any loss or damage arising from your failure to comply with the provisions of this section.**

**3.2. The User has the right to hold and use only one Account. Having more**

than one would be considered a violation of these Terms of Use.

**3.3. Should there be any suspicious activity registered by the Company reserves the right to request additional information from you, the user, including authenticating documents and to freeze any transactions pending our review. You are obligated to comply with these security requests or accept suspension of Service provision and/or termination of your Account.**

**3.4. The Company commits to receiving cryptocurrencies from their clients, safeguarding them, keeping a record of them, and processing transactions, requested by the Clients.**

**3.5. All Account transactions are carried out at the Client's request. No third-party requests for account operations are accepted by The Company.**

**3.6. For security reasons, the Client is obliged to change passwords as often as possible, in particular the one he uses to access the Account. You cannot use simple and familiar words and phrases as a password.**

#### **4. KYC and Personal Data**

**4.1 Registration be required for the access and use of the Clients' Account. In consideration of your registration, You represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of Estonia or any other applicable jurisdiction.**

**4.2. Where it is required and permitted, Clients that interested in getting Services go through KYC verification, which requires a set of information for identification purposes.**

**4.3. To complete the Verification process and to get access to the Service, you acknowledge and agree that the Company shall be entitled to undertake identification, anti-money laundering, counter terrorism financing, KYC and other necessary checks and screenings required to comply with the Company's internal compliance policies.**

**4.4. Any and all personal data in relation to access to the Website and our Services will be processed in accordance with our Privacy Policy.**

#### **5. SERVICES**

**5.1. The Services allow all Clients of the Website to make Transactions with Contract for Differences in Supported assets and other services available on the Wallet and Trading Account.**

**5.2. The Company may use third-party electronic payment processors and/or financial institutions to process and withdrawal transactions made by you and**

to you in connections with your use of the Services.

**5.3. Unless expressly stated otherwise, any new features that augment or enhance the Service in its current form, including the release of new the Company affiliates, software, groups, or content, shall be subject to these Terms.**

**5.4. The Company may modify, discontinue, or suspend any aspect of the service at any time. The Company may also choose, without notice or liability, to limit or restrict access to portions or all of the service. You are responsible for obtaining access to the service and all associated connection fees to the internet or other web connection (such as internet service provider or airtime charges) as well as all equipment necessary to make such connection to the service.**

**5.5. Clients are prohibited from reproducing, duplicating, copying, selling, trading, reselling, leasing, licensing, redistributing, assigning, or exploiting for any commercial purposes, any portion of the service, use of the service, or access to the service.**

**5.6. The Company assumes no responsibility for the timeliness, deletion, delivery, or failure to store any Client's communications or personalized settings.**

**5.7. None of the Website, the Account, the Services or these Terms are to be used for or in conjunction with any illegal activity. The Company will not be liable or responsible for any User activity, related to the service, that may violate any law of the user's jurisdiction. We do not represent or warrant that actions You take with regard to your account and related activities related to the service will be lawful in any particular jurisdiction. It is incumbent upon you to remain apprised of the pertinent laws in your jurisdiction and to act lawfully at all times.**

## **6. Wallet**

**6.1. Your Wallet allows you to request, receive, store and send Supported Assets pursuant to instructions you provide to us using our Services.**

**6.2. Supported assets supported by the Company are indicated on the Account. In case it is required in accordance with the applicable laws, order of a court or government agency, change of the operating rules in the underlying Cryptocurrency network or any technological issue outside of our reasonable control, we retain the right to add or remove any Cryptocurrency at any time and without any notice on our sole discretion.**

**6.3. We will not stand behind or underwrite any Transaction you enter into using our Services.**

**6.4. Cryptocurrencies are a risky asset class and trading in Cryptocurrencies**

increases those risks. You confirm that you have read and understood the Risk Warning available on the Website and accept those risks.

**6.5. The amount or value of the Cryptocurrencies held by you is neither guaranteed, nor underwritten by us or any third party, and you may lose the Cryptocurrencies, or the value thereof stored on your Account in a short period of time. In such case, you will have no right to claim**

**damages to us or any other third party (including loss of profit), as well as any liability or incurred inconveniences, unless the loss resulted from our breach of these Terms of Use.**

**6.6. Clients admits that the Company reserves the right, in our sole discretion and without any liability with or without prior notice and at any time, to modify, change, discontinue or terminate, temporarily or permanently, fully or partially list of the currency from Account.**

## **7. Warnings about Dealing in Cryptocurrencies**

**7.1 Cryptocurrencies involve significant risk. Prices of Cryptocurrencies are extremely volatile and change constantly. Most Cryptocurrencies are not issued by a central authority and are largely unregulated in most jurisdictions.**

**7.2. Do not buy Cryptocurrencies if you do not accept the risks associated with Cryptocurrencies, including the risk that the value of Cryptocurrencies may fall significantly or the risk that changes in regulation may prevent you from dealing in Cryptocurrencies in the future.**

## **8. Storage of Cryptocurrencies**

**8.1. We will store the Cryptocurrencies in pooled crypto wallets created and maintained by our third-party wallet custodian or by us.**

**8.2. If you have supported Cryptocurrencies in another crypto wallet, you can manage those Cryptocurrencies through the Account by transferring the Cryptocurrencies to the address for that type of Cryptocurrencies as set out on your Account.**

## **9. Withdrawal, Transfers and Spending**

**9.1. You can transfer Supported assets between Wallet and Trading account.**

**9.2. You can ask us to transfer any Cryptocurrencies that we hold on your**



behalf to a crypto wallet nominated by you using the applicable functionality on the Account.

**9.3. If you transfer Cryptocurrencies to a different crypto wallet that is not managed by us, you will no longer be able to manage those Cryptocurrencies through the Account and the System.**

**9.4. You must make sure the details and address of the crypto wallet that you provide to us when you withdraw any Cryptocurrencies are correct. You will not be able to reverse a transfer of Cryptocurrencies that you have initiated through the Account. Transferring Cryptocurrencies to the wrong address could mean that those Cryptocurrencies will be permanently lost.**

## **10. Replenish Your Wallet**

**10.1. You can top up your Wallet using the applicable functionality on the Service. Usually you can top up by cryptocurrencies or bank transfer and with payment cards (we'll do exchange fiat to cryptocurrencies).**

**10.2. You are responsible for ensuring that you enter the details of the bank account that we provide to you for topping up your Wallet correctly when you initiate a transfer. You will also be responsible for any charges imposed by your bank for making the transfer.**

## **11. Trading Account**

**11.1. To use Trading Account functionalities Client needs to replenish the balance through transfer Supported assets from its Wallet.**

**11.2. Each Trading Account is subject to “cross-margin”. Positions opened on one Account support each other, so that the profit of one position can be used to support another (unprofitable) position.**

**11.3. Company has the right to reject the order and not to provide the Service or discontinue the provision of the Service and execution of the order, if:**

- (a) an order which was submitted by the Client is incorrect, inaccurate, deficient or is not compliant with Company requirements; or**
- (b) in the opinion of Company the order or Transaction contradicts and/or violates any rule, law, or regulation of any local, state, or federal government agency, supervision authorities, or relevant customs and practice, engages in any criminal, fraudulent, or other unlawful activity; or**
- (c) Client’s behavior is interpreted as non-authorized, fraudulent or suspicious activity;**

- (d) the Client has not provided Company with additional information and/or documents upon Company request; or**
- (e) engages in any activity that interferes with, disrupts, damages, or accesses in an unauthorized manner the Services, servers, networks, data, or other properties of Company or of its service providers, suppliers or licensors; or**
- (f) permits direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or works around any of the technical limitations of the Services, or enable functionality that is disabled or prohibited, including imposing an unreasonable or disproportionately large load on the Services, as reasonably determined by Company; or**
- (g) accesses or attempts to access non-public Company systems, programs, data, or services (if any); or**
- (h) acts as a service bureau or pass-through agent for the Services; or**
- (i) modifies, reverse engineers, copies, frames, scrapes, rents, leases, loans, sells, distributes, or creates derivative works based on the Services, in whole or in part; or**
- (j) the order cannot be executed due to market conditions or other circumstances which do not depend on Company; or**
- (k) the Client performs or attempts to perform any actions that would interfere with the normal operation of the Services; or**
- (l) Company has doubts that the order has been submitted on the basis of the inside information or for the purpose of market manipulation; or**
- (m) any other action, do or omit to do anything which Company reasonably believes to be disreputable, or which is otherwise capable of damaging the reputation or goodwill of Company, or violating the Terms of Use.**
- (n) the Client trades by any strategies of making profit that are based on using some vulnerabilities of quoting, software, or hardware.**

#### **11.4. Opening/Closing Positions.**

**11.4.1. Long (buy) positions should be opened at the Ask price and closed at the Bid price.**

**11.4.2. Short (sell) positions should be opened at the Bid price and closed at the Ask price.**

**11.4.3 When opening a position, the Client should have enough Margin,**

the value of which depends on the leverage available to the Client and on the trading instrument, in which this position is opened.

### **11.5. Pending Orders**

**11.5.1. The Client has the right to place the following Pending orders:**

(a) **“Stop Loss”** – an order to close a position at the market price, when the future price reaches the specified value. A Stop Loss is a type of order placed on a position and designed to limit a trader’s loss. If a price moves in an adverse direction and reaches a predetermined level, Stop Loss activates and closes the position to fix the amount of loss.

(b) **“Take Profit”** – an order to close a position at a price not worse than the specified value. This type of order is intended for taking profit when the financial instrument price hits the expected level. When the order is executed, the position is closed. It is always associated with an open position or a pending order.

### **11.6. Execution of Orders**

**11.6.1. In order to open a position, the Client should select the instrument and specify the volume of transaction. In order to close a position, the Client should submit a closing order from the trading platform.**

**11.6.2. In order to place a limit order (“Buy Limit”, “Stop Limit”) the Client should specify the price at which the order should be opened.**

**11.6.3. When an order to open a position is received, a Trading Account will be checked for Usable Margin.**

**11.6.4. After receiving the Client’s order, the server enqueues it for processing. When the order is enqueued, the Client sees the open position in the corresponding section of the Trading Account.**

**11.6.5. The Client acknowledges that the Company has the right at any time to change the list of Supported assets.**

**11.6.6. Leverages provided by the Company are shown at the moment of account opening.**

**11.6.7. The Client acknowledges that trading using leverage can result in losses. To the extent the Client trades with leverage, this will magnify the Client’s gains and losses. Small price changes can result in significant losses or gains.**

**11.6.8. The Company reserves the rights to decline any Order, at any time, in its sole discretion. The Company further reserves the right to cancel, modify, suspend, or discontinue, temporarily or permanently at any time in its sole discretion any existing Order and/or the ability to place any Orders including without limitation, limit Orders such as Stop Loss, Take Profit, Buy Limit and/or Sell Limit, either generally or with respect to a specific instrument.**

**11.6.9. The Client shall be responsible for monitoring all the Client's Orders until the Website confirms opening of the Position or cancellation of the Order.**

#### **11.7. Negative balance protection**

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

**11.7.2. The Company reserves the right to liquidate (close) any or all the Client's open positions at the current market price without any notice if the Margin Level reaches the value specified on Company's Website.**

**11.7.3. The Company reserves the right to amend the Margin Level on its own consideration at any time.**

**11.7.4. The Client acknowledges and agrees that it is the Client's own obligation to track the Margin Level on their Trading Account.**

**11.7.5. In case the balance on the Client's Trading Account becomes negative, the Company shall have the right to pay off the negative balance of the Trading Account by transferring funds from any other Trading Account of the Client or from an account of any other Profile, if the Company believes that there is a connection between this Profile and the Client.**

## **12. Availability of the Supported Assets Services**

**12.1. While we do our best to ensure that all the features and functionalities of the System are of a reasonably satisfactory standard, the Supported Assets features of the System may rely on networks and connections that are beyond our control, such as third party**

**12.2. We do not control third party platforms and cannot guarantee that all the Supported Assets functionalities of the System will be available all the time.**

**12.3. The prices of Supported Assets can change very quickly, and we cannot guarantee that the value of the Supported Assets you instruct us to buy or sell**

on your behalf through the Account will be the same price as displayed to you through the Account when you initiate the transaction.

12.4. We may also suspend the Supported Assets functionalities of the System for maintenance and will give you notice of this where possible.

### 13. Restrictions on using our Services

To use the Cryptocurrencies functionalities of the System, you must:

- have created a Account;
- not be a resident of a country which prohibits the purchase, sale, or custody of Cryptocurrencies;
- not use the Account functionalities to manipulate the Cryptocurrencies/Stock market;
- not use the functionalities for any unlawful purpose;
- not circumvent or interfere with our security features;
- be familiar with the technology of cryptocurrencies and know how to make transactions with Cryptocurrencies; and
- be familiar with the risks of CFD, margin trading.

We monitor all transactions for compliance with our terms and to identify suspicious transactions.

### 14. Risk Disclosure

14.1. This notice provides you with information about the risks associated with investment products, which you may invest in through services provided by Company. **ACCORDINGLY, CRYPTOCURRENCIES SHOULD BE SEEN LIKE AS AN EXTREMELY HIGH-RISK ASSET AND YOU SHOULD NEVER INVEST FUNDS THAT YOU CANNOT AFFORD TO LOSE.**

14.2. The complexity of CFD and its excessive leverage present significant risks of financial losses. If the market price moves against your expected price, you may sustain a total loss greater than the funds invested in a specific position. You are responsible for all losses on your Live Account in respect to the assets in your Live Account.

14.3. Before deciding to trade on margin you should carefully consider your investment objectives, level of experience, and your possibilities for risk.

**14.4. You have to ensure your Trading Accounts with margin while your positions are opened in accordance with Our requirements, which may change from time to time. Thereby, if asset price moves against you or if our margin requirements have changed, you may need to provide us with significant additional funds, at short notice, to maintain your open positions. If it won't be done your positions (one or more) may be closed and You alone will be responsible for any losses incurred as a result.**

**14.5. The trading of commodities and currencies involve a significant amount of risk. Prices vary every day; hence you can lose or increase the value of your assets at any moment. All commodities have the ability to grow in price or lose their value or even become worthless and it only depends on a market supply/demand. There is always a sufficient risk that losses will occur as a result of buying, selling or trading anything on the market.**

**14.6. There may be additional risks, which have not been foreseen or identified here.**

**14.7. Technical Risks.**

**14.7.1. The Client acknowledges and accepts the risk of mistakes or misinterpretations in the orders sent through the Company due to technical failures or errors of electronic means;**

**14.7.2. The Client acknowledges and agrees that any products or services offered by the Company may not always be available for purchasing or used for trading purposes, and it is in the Company's absolute discretion whether it will make these products available or not at any time.**

**14.7.3. The Client accepts the risks of financial losses, which can happen because of the malfunction of hardware and/or software facilities, and/or poor internet and/or software connection at the Client's side.**

**14.8. Communication Risks.**

**14.8.1. The Client bears sole responsibility for the safety of information received/transferred from/to the Company and assumes the risk of any financial loss incurred in the result of unauthorized access of the third parties to the trading account.**

## **15. NO FINANCIAL, INVESTMENT OR OTHER ADVICE PROVIDED**

**15.1. The Website and the Services are provided for informational purposes**

only and should not be treated or used as advice. The Company does not offer, and should not be understood to offer, investment, legal, business, or any other type of advice, including any such advice for making decisions related to cryptocurrency transactions. Always consult with an expert before making any decision that carries risk, financial or otherwise.

**15.2.** If You choose to access the Website and/or use the Services, The Company recommends that You check your local and all other applicable laws before considering or consummating any cryptocurrency transaction. It is your sole responsibility to understand these laws and adhere strictly to their provisions. By using the Services, You agree and acknowledge that the Company does not provide any authoritative or qualified advice on the legality of any cryptocurrency transaction, that it provides no guarantees or warranties of accuracy or correctness of any information with respect to such legality, that it disclaims all liability associated with your consumption and use of any such information, and that it is your sole responsibility to understand the laws applicable to You in your jurisdiction and to comply with the same.

**15.3.** Transactions involving cryptocurrency are inherently speculative and entail a significant amount of risk. Do not expect or assume that any of the information contained on the Website or on the Account can or will reduce your risk of loss if You decide to engage in any such transaction(s). By accessing the Website and/or using the Services, You agree and acknowledge that any cryptocurrency transaction(s) in which You engage may result in financial loss to You. You also agree that neither the Company nor any of our directors, officers, employees, contractors, affiliated companies, or agents shall be responsible or liable in any way for any financial losses incurred by You as a result of such activities.

## 16. FEES

**16.1.** It's free to open up Account. However, certain transactions that you make through Wallet or Trading Account will incur fees. Where your balance lacks sufficient funds and the corresponding fees to carry out a transaction, the transaction may be declined.

**16.2.** The Company has the right to set and modify our fee structure and at our own discretion. Any fee changes shall be announced in advance.

**16.3.** If you do not agree with any fees charged, You should stop using the

Service immediately. You are still responsible for any fees previously incurred.

16.4. Unless otherwise stated or agreed, the Client agrees that we have the right to automatically and without prior notice deduct the above-mentioned service fees directly from the assets of the User account.

16.5. If You do not pay in full and on time, we reserves the right to interrupt, suspend or terminate the service.

## 17. TAX

17.1. You are solely responsible for any tax liability incurred from using the Service. We are not responsible for keeping track of your tax liability or paying taxes on your behalf.

## 18. OUR RESPONSIBILITY TO YOU

18.1. While we do our best to ensure that use the Services theis of a reasonably satisfactory standard, due to the nature of the Internet and technology, we are unable to promise that your use of the Services will be uninterrupted, without delays, error-free or meet your expectations. We do not give any commitment relating to the performance or availability of the Services and, to the extent we are able to do so, we exclude any commitments that may be implied by law.

18.2. For any claim, our responsibility to you will be limited to any amounts you have paid us in the 6 months preceding your claim. If you have not paid us anything, we shall not be responsible to you for any claim arising out of the provision of the Services.

18.3. In every case, we will never be responsible for any loss or damage that is not reasonably foreseeable, or that is caused by a failure by you to comply with Terms of Use.

## 19. TERMINATION

19.1. If you or we terminate your right to access the Service, your right to initiate transactions through your Wallet and Trading Account will terminate as well.

19.2. If you or we end your use of the Service and/or close your Account, we will ask you, within a reasonable time frame, to withdraw any balance held in your Wallet at the time of account closure.



## **20. INTELLECTUAL PROPERTY**

**20.1. All intellectual property rights in the Services are licensed to the Company. You may not copy, imitate, or use any of this intellectual property without our prior written consent. Nothing in these Terms grants you any intellectual property rights in the Account, the Wallet, Trading Account other than the right to use the Services through the Account in accordance with these Terms.**

## **21. OUR LEGAL RESPONSIBILITY TO YOU**

**21.1. Due to the nature of the Internet and technology, the System functionalities are provided on an "as available" and "as is" basis. This means that we are unable to promise that your use of the System functionalities will be uninterrupted, without delays, error-free or meet your expectations and we do not give any commitment relating to the performance or availability of the System functionalities. To the extent we are able to do so, we exclude any commitments that may be implied by law.**

**21.2. Our responsibility to you will, in any event, be limited to any amounts you have paid us in the six (6) six leading up to any claim and, in the event you have not paid us anything, we shall not be responsible to you for any claim arising out of the provision of the Cryptocurrencies functionalities of the System.**

**In every case, we will never be responsible for any loss or damage that is not reasonably foreseeable, or that is caused by a failure by you to comply with these Terms.**

## **22. HOW TO END OUR RELATIONSHIP**

**22.1. If you feel at any point that you are unable to agree to these Terms, you can cancel your use of the Account, Wallet and Trading Account functionalities of the System by contacting us at [clients@dealnox.com](mailto:clients@dealnox.com).**

## **23. ACCOUNT FUNCTIONALITY TERMINATION BY THE COMPANY**

**23.1. We may decide to terminate or suspend your access to the Account functionalities of the System if you fail to comply with any of these Terms. We will usually notify you if this is the case unless we are prohibited from doing so by law.**

**23.2. We may also terminate your access to the Account functionalities of the System if we decide to withdraw the Account functionalities of the System. We'll give you one month notice if we do this.**

**23.3. The Company also reserves the right, in its sole discretion and without any prior notice, to terminate your access to your Account, use the Services and to limit, suspend or terminate service provision to you on suspicion of creating any problems or possible legal liabilities, infringing the intellectual property rights of third parties, or breaching the present Terms of Use. Additionally, the Company may, in appropriate circumstances and at our discretion, suspend or terminate Accounts of Clients for any reason, including without limitation:**

**23.3.1. Attempts to gain unauthorised access to the Account or providing assistance to others' attempting to do so;**

**23.3.2. Overcoming software security features limiting use of or protecting any content**

**23.3.3. Usage of the Service to perform illegal activities such as money laundering, illegal**

**23.3.4. Failure to pay or a fraudulent payment for Transactions;**

**23.3.5. Unexpected operational difficulties**

**23.3.6. Upon the request of law enforcement or other government agencies, if deemed legitimate and compelling to do so by the Company, acting in its sole discretion.**

## **24. INDEMNITY**

**24.1. The User indemnifies the Company against all and any losses, costs (including legal costs on a solicitor client basis), expenses and damages, whether direct or indirect, arising from or in connection with a claim by a third party against the Company relating to Services obtained by the User.**

## **25. AMENDMENTS TO THESE TERMS OF SERVICE**

**25.1. We may amend, supplement or replace these Terms and Use, including any fees and charges associated with the use of your Account, from time to time. We will also publish such amendments or changes to these Terms and Use on the Website or/and your Account. The amended Terms and Use shall come into force on the day such Terms and Use are posted on the Website or/and Account. Any**

use of the Services thereafter by you shall constitute an acceptance of the revised Terms and Use. If you do not agree with these Terms and Use, you should immediately terminate your Account and/or to discontinue using the Services.

25.2. Any subsequent access to or use by you of the Website shall constitute an acceptance of the amended Terms.

## 26. MISCELLANEOUS

26.1. No third-party rights are created in these Terms. Only you, as the holder of the Account, the Wallet and Trading Account will have any rights to enforce these Terms. You cannot assign or transfer any of your rights under these Terms to someone else.

Where we do not enforce our rights under Terms, we do not waive our rights. We may transfer or assign our rights under these Terms at any time.

Unless stated otherwise in these Terms, if any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the extent possible.

## 27. JURISDICTION

27.1. The Terms of Use shall be governed and construed in accordance with the laws of the United Kingdom. The Company and Users agree to irrevocably submit to the exclusive jurisdiction of the courts of the United Kingdom.

## 28. GENERAL

### 28.1 Severability

If any provision of these Terms and Use is found to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Use, which shall remain in full force and effect.

### 28.2 Assignment

Your rights and obligations under these Terms and Use are personal to you and you shall not transfer, assign, novate or sub- contract them to any third party without our prior written consent. We reserve the right to transfer, assign,

novate, sub-contract or otherwise deal with any of our rights or obligations under these Terms at any time, and you hereby give consent to, and shall do all things necessary to facilitate such transfer, assignment, novation or dealing by us.

### **28.3 Waiver**

Failure or neglect by us to enforce at any time any of the provisions in these Terms and Use shall not be construed or deemed to be a waiver of our rights hereunder, nor in any way affect the validity of the whole or any part of these Terms or prejudice our right to take subsequent action.

### **28.4 Force Majeure**

We shall not be liable for any failure or delay in the performance of our obligations under these Terms and Use, or any unavailability thereof that is due, in whole or in part, directly or indirectly to any Force Majeure events which is beyond our reasonable control.

### **28.5 Compliance with Laws**

You shall comply with all Applicable Laws relating to the use of the Services.

### **28.6 Notice or Communications**

Subject to any Applicable Laws, you agree that we or our agents may provide written notices or other communications to you under or in connection with these Terms and Use in any of the following methods, and such notice will be deemed received by you as specified below:

- (a) by post to your registration/residential or postal address last known to us: 2 business days after our date of posting;
- (b) by hand: on delivery;
- (c) by electronic communication to your last email address: on the day such email is transmitted if no notice of delivery failure is received;
- (d) by electronic communication via posting on your Account for retrieval by you (with the email or text message advising you of this and of the general nature of the information, and giving you the ability to readily retrieve the information electronically): within 24 hours from our posting of such electronic communication.

In addition to the communications channels set out in these Terms and Use, we and our agents may give you a notice or other communication by using any method allowed or required under Applicable Laws. If Applicable Laws require us or our agents to use a particular method of communication or providing notice, such method will be used.

### **28.7 Entire Agreement**

**These Terms and Use set forth the entire understanding between you and us with respect to the subject matter hereof and supersedes all proposals or other communications, oral or written, relating to this subject matter.**

**28.8 Complaints: If you have any complaints, feedback, or questions, please contact us [clients@dealnox.com](mailto:clients@dealnox.com). When you contact us, please provide us with your name and email address and any other information we may need to identify you, and the transaction on which you have feedback, questions, or complaints.**

