

# CRYPTOS MANAGEMENT LIMITED

## 25 DOWGATE HILL LONDON, UNITED KINGDOM

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### Terms and Conditions

By using this website I hereby confirm that:

- x I have read the following Terms and Conditions, including CRYPTOS MANAGEMENT LIMITED's Policies (including, without limitation, Deposit and Withdrawal Policy, Risk Disclaimer and Risk Disclosure Policy, Acceptable Use Policy, Privacy and Underage Policy).
- x I understand all such terms and that these Terms and Conditions, together with all policies are an inseparable part of a binding agreement between me and **CRYPTOS MANAGEMENT LIMITED** (the "**Agreement**").
- x I am over 18 and the information provided in this application is true and correct and that I will notify CRYPTOS MANAGEMENT LIMITED of any material changes.
- x CRYPTOS MANAGEMENT LIMITED may not be able to ascertain the appropriateness of any product to me, including due to lack of experience or undisclosed information.
- x I have entered full, accurate and truthful details, including my residential address and identity.
- x CRYPTOS MANAGEMENT LIMITED may at any time without limitation amend any of the terms set out in this agreement

offers access to its website and services to clients that accept the terms and conditions. By using the website you explicitly confirm that you have read these Terms and Conditions and agree to them.

Our obligations are subject to any limits or restrictions which we may agree in writing, and any statutory, regulatory, legal or market requirements.

The following terms and conditions apply to all users and **in case you require additional information on any of the subjects presented below, feel free to contact our customer support at any time.** You must first read and then accept these terms and conditions in order to benefit of the best services provided by CRYPTOS MANAGEMENT LIMITED

and the agreement is effective upon acceptance. If you don't agree to be bound by the terms and conditions of the present agreement, make sure to inform us in writing. If CRYPTOS MANAGEMENT LTD

decides to make any amendments they will be posted online and in order to keep trading on the website, you might be asked to accept the new terms.

In order to be eligible to operate your trading with CRYPTOS MANAGEMENT LIMITED you must be over the age of 18 and to fully understand the risks involved. You hereby acknowledge that you have the knowledge and experience to trade and understand the risks involved. We can't be held responsible for any **damage or loss and we are not responsible for verifying whether you possess sufficient knowledge or whether your trading choices are wise.**

The same conditions apply regarding legal restrictions. You should understand in full that trading, investments and similar operations are regulated in a different way, throughout the world. The fact that you can access our website and use the tools CRYPTOS MANAGEMENT LIMITED offers doesn't necessarily mean that it is legal in your country to do so.

Users accessing this site are required to inform themselves about the jurisdiction restrictions and you are hereby declaring that the funds you are using for trading are not originating from any criminal activity or otherwise breach any law.

**Do not abuse the license or services provided to you.** By accepting the terms and conditions you will be granted a limited license, but you can't deep-link to the website or copy and resell the materials appearing on CRYPTOS MANAGEMENT LIMITED

. The information provided by us should be used entirely for executing transactions inside or within CRYPTOS MANAGEMENT LIMITED

Please note that closing or suspending your account due to a breach of the terms of service and explicitly the Acceptable Use Policy, may entail loss due to the closing of positions.

**Do not provide false or inaccurate information.** The license granted will be terminated if we notice that the data you provide is not accurate and you will cease to access the services. You agree that CRYPTOS MANAGEMENT LIMITED

constitute a binding Agreement between the User and CRYPTOS MANAGEMENT LIMITED

You and any person making use of the Site, whether a client or not, are referred to hereunder as "User".

2. By accessing, visiting and/or using this Site, any person so doing (hereinafter: "User" or "Client") unequivocally and unreservedly expresses his or her binding agreement to any and all of these Terms and Conditions, constituting a binding agreement between the User and CRYPTOS MANAGEMENT LIMITED and undertakes to fully comply therewith. Any and all activity on, with and/or *via* this Site shall be governed by these Terms and Conditions.

**BY USING THIS SITE IN ANY WAY YOU CONFIRM YOUR UNREVOCABLE ACCEPTANCE AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS.**

**IF YOU DO NOT ACCEPT ANY OF THESE TERMS AND CONDITIONS OR ANY OF THE POLICIES - YOU CANNOT USE CRYPTOS MANAGEMENT LIMITED'S SERVICES AND PLEASE STOP USING THIS SITE AT ONCE.**

3. **Permitted Use:** Any User must be aged 18 or older and legally permitted to engage in usage of this Site under the laws applicable to him/her. User represents that he or she has full legal capacity to enter into legally binding agreements. Users may not make commercial and/or serial and/or automated use of this Site. This Site strictly forbids any use of data mining, data gathering, bandwidth theft, offline browsing plug-ins and software and/or download and/or batch download or access and any access via any software except for the main common and official web browsers.

4. **Your Account and the Bank Account:** Upon receipt of your application, we may carry out credit or other checks as we deem appropriate from time to time including without limit obtaining references from your bank, employer or credit agencies (if applicable). Credit reference agencies will record details of the search irrespective of whether your application proceeds or not. We reserve the right to carry out further credit checks at any time whilst this Agreement is in force.

a. You acknowledge and accept that we may use credit scoring methods to assess your application. This may affect our decision on whether to accept the application or whether to alter the way in which your Account will operate.  
b. You must notify us immediately of any material changes to any of the information set out in your Application Form.

c. In the event that your Application Form is accepted we will open an Account for you and provide you with a user ID and account number. You must not disclose these details to any other person. In the event that you believe that these details are known by a third party then you will notify us immediately. You will assist us in investigating any misuse of your Account.

d. You confirm that we are not obliged to confirm or check the identity of anyone using or quoting your Account

**limitations, Non- Deposited Funds may be assigned to Client's account in certain occasions (for example, for the technical purpose of allowing the closing of positions or an indebted account). PLEASE NOTE NON-DEPOSITED FUNDS, including profits gained on account of or derived of the same, are not client's funds. If a withdrawal of Non-Deposited Funds has been confirmed, CRYPTOS MANAGEMENT LIMITED shall have full right to reclaim any and all such funds.**

5. **Further Covenants:** In addition to the above and without limiting the generality of this clause, you:
- a. Confirm that the Bank Account details are complete and accurate and that you will notify us immediately if these change and will provide us with such documentation as we request in respect of such revised Bank Account;
  - b. Confirm that (unless otherwise agreed by us) the Bank Account relates to a bank account opened in your country of main residence;
  - c. Acknowledge and accept that we are under no obligation to transfer any monies to or accept any monies from any account other than the Bank Account.
  - d. Except in the case of fraud (that not includes fraud from a third party), we do not accept responsibility for any loss or damage suffered by you as a result of your trading on monies deposited in or credited to your Account in error by or upon our behalf.
  - e. We reserve the right to close or suspend your Account at any time in accordance with the terms of this Agreement.
  - f. Acknowledge explicitly that CRYPTOS MANAGEMENT LIMITED has the right to change the amount of margin that is allowable per any trading due to market volatility, without prior notice.
  - g. **Multiple Accounts:** Except as otherwise expressly provided in this Agreement, if you have more than one Account with us, each Account will be treated entirely separately. Therefore, any credit on one Account (including monies deposited as margin) will not discharge your liabilities in respect of another Account unless we exercise our rights under this Agreement.
  - h. **Joint Accounts/beneficiaries:** If an Account belongs to multiple users or to a corporation, company, partnership or any other corporate body, all beneficiaries or signatories will be required to approve a withdrawal.
6. **Linking to this Site:** Creating or maintaining any link from another Site to any page on this Site, without CRYPTOS MANAGEMENT LIMITED's written permission is prohibited. Running or displaying this Site or any information or material displayed on this Site in frames or through similar means on another Site without our prior written permission is prohibited. Any permitted links to this Site must comply will all applicable laws, rules and regulations and ethical conduct on the internet.

thereof.

- a. Without prejudice to the generality of this clause, the following events shall be considered as an event of force majeure:
  - i. where we are (in our opinion) unable to maintain an orderly market as a consequence of civil unrest, terrorism, strikes, riots or power or communication failure;
  - ii. excessive volatility in the financial markets;
  - iii. suspension, closure or liquidation of underlying markets.
  
- b. Without prejudice to the generality of this clause, in the event of force majeure we will be entitled to:
  - i. alter trading times;
  - ii. alter the Margin Requirement;
  - iii. close or cancel any open contracts/positions.

9. **Trademarks:** Certain trademarks, trade names, service marks and logos used or displayed on this Site are registered and unregistered trademarks, trade names and service marks of CRYPTOS MANAGEMENT LIMITED and its affiliates. Other trademarks, trade names and service marks used or displayed on this Site are the registered and unregistered trademarks, trade names and service marks of their respective owners. Nothing contained on this Site grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks, trade names, service marks or logos displayed on this Site without the written permission of CRYPTOS MANAGEMENT LIMITED

10. **Logins Security:** It is your responsibility to maintain your Account at all such times. This includes ensuring that the required level of margin is in place. If you have more than one Account, this responsibility will relate to each Account separately, unless we have agreed otherwise in writing with you.

**Every person using a login (whether or not in fact such person is a duly authorized Client) will be deemed to be authorized to enter into the system and/or (as the case may be) to give any other instructions or communications on behalf of CRYPTOS MANAGEMENT LIMITED's Client that is represented by the login according to the registration information provided by CRYPTOS MANAGEMENT LIMITED. CRYPTOS MANAGEMENT LIMITED will act on such instructions without being obliged to obtain any further written or other confirmation, and, for the avoidance of doubt, the relevant transaction fees shall become payable.**

in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials and/or User from this Site. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

12. User undertakes that any and all information provided by him is true, accurate, complete and up-to-date.

13. User undertakes to indemnify, defend and hold CRYPTOS MANAGEMENT LIMITED harmless, as well as any and all of its subsidiaries, agents, employees and/or officers, against or from any liabilities, obligations, claims, debts, expenses etc., in any way connected with any misuse or abuse of the site, information or services provided or contained herein, including in particular (but not limited to) any breach of these Terms and Conditions and/or violation of any law whatsoever (including any violation or infringement of any third party rights) and/or any breach of any applicable third party terms and conditions;

14. **No Warranties express or implied:** USE THIS SITE AT YOUR OWN RISK. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

**You must read the Risk Warning Notice and all the other documents supplied to you in connection with this Agreement very carefully. DO NOT submit the Online Application Form if you are unsure as to the effects of this Agreement or the nature of the risks involved. By clicking on the "Submit" button and submitting the Online Application Form to us, then you are acknowledging that you have read the documents supplied and that you understand and accept the terms of this Agreement.**

15. CRYPTOS MANAGEMENT LIMITED

and/or any or all of its subsidiaries, affiliated companies, agents, employees, lawyers, trustees, bankers and/or officers does not regulate and/or oversee and/or verify the information published on this Site, including articles, trading information, quotes, et cetera. CRYPTOS MANAGEMENT LIMITED

's sole responsibility and endeavor is to facilitate trading and provide information and articles deemed useful. CRYPTOS MANAGEMENT LIMITED

shall not incur any liability, in any way, or otherwise bear any damages and/or expenses to any user or third party, except for return of last monthly fees (to the extent that such fees were actually paid to CRYPTOS MANAGEMENT LIMITED

FX), and subject to the terms set herein. CRYPTOS MANAGEMENT LIMITED

shall not be liable to denial of service on any grounds, whether general, personal or specific. CRYPTOS MANAGEMENT LIMITED

shall not be liable in any way for information, software, products and/or services provided by third parties.

16. The Site may be, at any time and at CRYPTOS MANAGEMENT LIMITED

provided on or through this website may be out of date, and neither CRYPTOS MANAGEMENT LIMITED nor any of its respective affiliates makes any commitment or assumes any duty to verify, validate or update such information, materials or services.

**Except as explicitly set herein and under specific conditions, We DO NOT provide any advisory service. All transactions, investments and decisions are at your own discretion and risk.**

#### 18. CRYPTOS MANAGEMENT LIMITED

and/or any or all of its subsidiaries, agents, employees and/or officers, does not assume any responsibility, or will be liable, for any damages to, or any viruses that may infect, your computer, telecommunication equipment, or other property caused by or arising from your access to, use of, or browsing this Site, or your downloading of any information or materials from this Site.

#### 19. IN NO EVENT WILL CRYPTOS MANAGEMENT LIMITED

OR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THIS WEBSITE, BE LIABLE TOWARDS YOU OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS WEBSITE, ANY WEBSITES LINKED TO THIS WEBSITE, OR THE MATERIALS, INFORMATION OR SERVICES CONTAINED ON ANY OR ALL SUCH WEBSITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

20. IN THE EVENT OF ANY PROBLEM WITH THIS WEBSITE OR ANY CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THIS WEBSITE. IF YOU ARE A REGISTERED USER YOU MAY RECEIVE A RETURN OF FEES RECEIVED BY CRYPTOS MANAGEMENT LIMITED WITHIN THE PREVIOUS MONTH WITH RESPECT TO SERVICES THAT WERE

FULLY DENIED AS A RESULT OF AN ACT OR OMISSION BY CRYPTOS MANAGEMENT LIMITED

. ALL CLAIMS AGAINST CRYPTOS MANAGEMENT LIMITED

SHALL BECOME OBSOLETE WITHIN

12 MONTHS OF THE OCCURANCE GIVING RISE TO THE CLAIM. IN THE EVENT OF ANY PROBLEM WITH THE INFORMATION, PRODUCTS OR SERVICES THAT YOU HAVE PURCHASED ON OR THROUGH THIS WEBSITE, YOU AGREE THAT YOUR SOLE REMEDY, IF ANY, ASIDE OF THE ABOVE SAID, IS FROM THE 3<sup>rd</sup> PARTY PROVIDER OF SUCH INFORMATION, PRODUCTS OR SERVICES.

**21. The above disclaimers means that CRYPTOS MANAGEMENT LIMITED does not undertake to provide any service and/or any and all functionality on the Site. This also means if you believe you have any claim against CRYPTOS MANAGEMENT LIMITED**

**it should be presented with no delay and shall be null and void within 12 months of the first time it came to be.**

## **MANAGEMENT LIMITED**

, and shall apply to any user immediately. **CRYPTOS MANAGEMENT LIMITED shall maintain a link to these Terms and Conditions on every page on the Site, and state the last date these Terms and Conditions were updated on.**

**23. Choice of Law; Jurisdiction:** These Terms and Conditions supersede any other agreement between you and CRYPTOS MANAGEMENT LIMITED

to the extent necessary to resolve any inconsistency or ambiguity between them. These Terms and Conditions will be governed by and construed in accordance with the laws of the United Kingdom, without giving effect to any principles of conflicts of laws. A printed version of these Terms and Conditions will be admissible in judicial and administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. These Terms and Conditions, as well as any dispute arising therefrom or in connection therewith shall be brought before the courts of law of London, UK which shall have exclusive jurisdiction over the same.

**24. Dispute Resolution; Arbitration:** The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. If the parties fail to agree upon terms of settlement, either side may submit the dispute to confidential arbitration proceedings by a sole arbitrator under the ICC ADR Rules, whose decision shall be final and binding. The arbitration proceedings shall be conducted in English, in London, UK or another place agreed by Parties. Without derogating of the provisions above, this clause explicitly sets exclusive jurisdiction to said arbitration process, and neither Party shall be entitled to submit any dispute to the courts of its domicile which contradicts said arbitration process.

**This means that UK law shall apply to the Site and services contemplated herein, and that any claim towards CRYPTOS MANAGEMENT LIMITED must be submitted to appropriate arbitration in London, UK.**

**25. Termination:** You or we may suspend or terminate your account or your use of this Site at any time, for any reason or for no reason. Except for the withdrawal of accumulated funds, you will not be entitled to any remedy for discontinuing the services, all subject to our WD policy and applicable laws and regulations. We reserve the right to change, suspend, or discontinue all or any aspect of this Site at any time without notice.

**26. Additional Assistance:** If you do not understand any of the foregoing Terms and Conditions or if you have any questions or comments, we invite you to contact us at any time.

**This means you should contact us beforehand if anything of these Terms and Conditions is unclear, unfair or unacceptable to you.**

**27. Our Commitment to Security and Privacy:** To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place the appropriate and reasonable physical, electronic, and managerial procedures to safeguard and secure the information we collect online. Please see our Privacy Policy for further information.

**28. Assignment to Third Parties:** CRYPTOS MANAGEMENT LIMITED

is fully entitled to assign, grant, transfer or sublicense any and all of its rights provided for herein, including



's acquiescence to any breach of These Terms and/or failure to exercise any right provided for herein shall be without prejudice to CRYPTOS MANAGEMENT LIMITED

's legal rights and remedies, and shall not be held to preclude and/or debar it from exercising or seeking any of the same.

30. **Severability:** Should any provision herein be deemed void or invalid by any court of law having proper jurisdiction, such provision shall be severed, and shall not in any way vitiate or detract from the effect and/or validity of any or all remaining provisions herein. **This means that if a specific article in these Terms and Conditions is ruled by a competent court as unenforceable for any reason, then such ruling shall only apply to the respective specific articles or provisions and not to this entire agreement.**

31. **How to Contact Us:** Should you have other questions or concerns, please contact us anytime.

## **Deposit and Withdrawal Policy (WD Policy)**

Trading in any investment opportunity that may generate profit requires CRYPTOS MANAGEMENT LIMITED 's customers to deposit money on their online account. Profits may be withdrawn from the online account.

Deposits and withdrawals are regulated by this **WD policy** as well as the generally applicable terms and conditions.

### **Deposits**

You, the client, have to perform all the deposits from a source (e.g. single bank account). If you want to start trading, you should make sure this account is in your country of residence and in your name. In order to certify that a SWIFT confirmation is authentic, it has to be sent to CRYPTOS MANAGEMENT LIMITED

to confirm the origin of the money which will be used for trading. If you don't comply with this **WD policy**, you may be prevented from depositing the money via Bank/Wire Transfer.

### **Withdrawals**

According to generally acceptable AML rules and regulations, withdrawals must be performed only through the same bank account or credit/debit card that you used to deposit the funds.

Unless we agree otherwise, withdrawals from the Account may only be made in the same currency in which the respective deposit was made.

In addition, when you deposit or withdraw money for trading purposes using alternative payment methods, you should be aware that additional fees and restrictions may apply.

Without derogating of the foregoing, CRYPTOS MANAGEMENT LIMITED may execute withdrawals to a different facility than the one used for the deposit, subject to Anti Money-Laundering regulations.

explicitly agreed, Non-Deposited Funds are not available for withdrawal, unless certain conditions are met, including, without limitation the followings:

- D a performance of a minimum number of trading transactions;
- a minimum volume of trading;
- D deposits in certain amounts.

Without derogating of the generality of the foregoing, if the User receives any bonus equal or greater than 25% of the User's deposit, then any non-deposited funds and all profits in the Account shall not be withdrawable unless and until the User has met the prerequisite (e.g. reached the minimum requested trading volume, usually number of lots traded as indicated with regards to the respective User, bonus or account).

Further, due to technical limitations, Non-Deposited Funds may be assigned to Client's account in certain occasions (for example, for the technical purpose of allowing the closing of positions or an indebted account).

For Example:

If the client deposits 10,000\$ and receives a 25% bonus (i.e. 2,500\$) conditioned upon the client trading a volume of 1/3 of the bonus in lots [ $2,500/3 = 833.33$  lots], to a total account balance of 12,500\$.

1 lot = 100,000 base currency.

If client opens a trade to Buy 1 lot eur/usd, and closed the trade, he made volume of 100,000. This is called 'round trip of 1 lot'.

This means that the client will have to perform transactions in order to satisfy the terms of the bonus. Until such time, the client shall not be entitled to withdraw the bonus or any profits on its account. The client will still be able to withdraw the sum of its deposit.

### **Submitting a Withdrawal Request**

In order to process your withdrawal request, you must:

- Print the [withdrawal.pdf] form. **Client will log in to his account through the website, click on withdrawal, fill up the information and fill up the withdrawal form.**
- Sign the printed form.
- Send the form to us via e-mail as a scanned image (JPG, GIF, PNG, non-password protected PDF) to.

**IMPORTANT:** ACCOUNT HOLDER IS REQUIRED TO MONITOR ACCOUNT REGULARLY, AND ENSURE THAT AVAILABLE MARGIN EXISTS IN THE ACCOUNT PRIOR TO SUBMITTING THIS REQUEST, AS SUCH WITHDRAWAL MAY HAVE AN IMPACT ON EXISTING OPEN POSITIONS OR TRADING STRATEGY USED.

### **Typical Withdrawal Processing Time**

The time it takes for the money to reach your credit card or bank account that has been used to deposit funds may vary (usually up to five (5) business days). Note that it might take longer for withdrawals, especially to bank accounts, inter alia, due to the additional security procedures in force.

The request will generally be processed by CRYPTOS MANAGEMENT LIMITED within 2 business days of receipt. In order to avoid any delays please review your information carefully before submitting your request. CRYPTOS MANAGEMENT LIMITED assumes no responsibility for errors or inaccuracies made by the account holder.

Corresponding withdrawals will take 3 to 5 business days to process. CRYPTOS MANAGEMENT LIMITED cannot monitor and is not responsible in any way for the client's Credit Card Company or bank's internal procedures. Client must follow up with the credit card or respective bank independently.

Funds are released to your credit account once your credit card merchant has debited the funds from our account. This process may take up to 5 business days or more to reflect on your credit card account balance. If you do not have online access to your credit card, it should appear on the next billing statement(s) depending on your card's billing cycle.

**Please note clearly that we are not committed to any time frame set above. It is explicitly agreed that a total delay of up to 30 calendar days shall not be deemed as breach, under any circumstances. Any additional charges imposed by third parties shall be deducted from the deposit or the withdrawal, as applicable.**

**Additional Charges:** If the receiving bank uses an intermediary bank to send/receive funds, you may incur additional fees charged by the intermediary bank. These charges are usually placed for transmitting the wire for your bank. CRYPTOS MANAGEMENT LIMITED is not involved with and nor has any control over these additional fees. Please check with your financial institution for more information.

### **Credit/Debit Cards**

For Credit card deposits, when you choose an account in a different currency than USD (United States Dollar), your credit card will be debited properly in accordance with amount deposited and the applicable exchange rates. In addition to the exchanged sum deposited, additional credit cards fees may apply (as a result, in such cases you may notice discrepancies between the sum of deposit and the sum charged on your credit card). Customers must accept these slight variations that can occur and won't try to charge this back.

If you have used a credit card to deposit money, performed online trading and decide to cash in on your winnings, the same credit card must be used

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Your Account may comprise of different currencies. These will be subject to the following conditions:

We may accept payments into the account in different currencies and any payments due to or from us and any net balances on the account shall be reported by us in the respective currency; The account is maintained in US Dollars ("**Base Currency**") and any other currency will be converted at the exchange rate existing at the point of conversion ("**Exchange Rate**"); **if the client send funds in another currency than his account's currency, we will apply an exchange rate to our discretion.**

We will generally settle trades or perform any required setoffs and deductions in the relevant currency where the account comprises such currency ledger, save that where such currency balance is insufficient, we may settle trades in any currency using the Exchange Rate.

#### **Additional Conditions**

Please note this policy cannot be exhaustive, and additional conditions or requirements may apply at any time due to regulations and policies, including those set in order to prevent money laundering. **Please note any and all usage of the site and services is subject to the Terms and Conditions, as may be amended from time to time by CRYPTOS MANAGEMENT LIMITED**, at its sole discretion.

For queries concerning policy matters, please contact us anytime.

### **Risk Disclosure and Risk Disclaimer Policy**

CRYPTOS MANAGEMENT LIMITED

strives to provide its customers with the best tools for trading, including introductory guidance for the live trading environment and a written daily analysis on the CRYPTOS MANAGEMENT LIMITED

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CRYPTOS MANAGEMENT

with the services include:

- i. All investment is subject to risk and the degree of risk is a matter of judgment and cannot be accurately pre-determined.
- ii. Trading in Financial Instruments is generally regarded as involving a high degree of risk compared with other common forms of investment such as recognized collective investment schemes and debt and equity securities.
- iii. We give no warranty or promise as to the performance or profitability of your Account with us or your investments or any part thereof.
- iv. The value of investments and the income derived from them can fall as well as rise and is not guaranteed.

Foreign Exchange (Forex), Options, Binary Options, and CFDs trading is speculative in nature and involve considerable risks of losing money.

**DUE TO THE HIGH RISK NATURE OF TRADING, WE EXPLICITLY DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES THAT YOU WILL MAKE ANY PROFIT OR THAT YOU WILL NOT LOSE ANY OR ALL OF YOUR DEPOSITED INVESTMENTS.**

**FURTHER, CRYPTOS MANAGEMENT LIMITED IS NOT RESPONSIBLE FOR THE ACCURACY OF INFORMATION OR CONTENT PROVIDED BY THIRD PARTIES, INCLUDING SITE AND INFORMATION LINKED TO OR PRESENTED IN THIS WEBSITE.**

**PLEASE NOTE ANY AND ALL USAGE OF THE SITE AND SERVICES IS SUBJECT TO THE TERMS AND CONDITIONS, AS MAY BE AMENDED FROM TIME TO TIME BY CRYPTOS MANAGEMENT LIMITED, AT ITS SOLE DISCRETION.**

There is a possibility that you may sustain a partial or total loss of your investment funds when trading. Even if you make money, you should be aware that the market can quickly turn. Never trade with more than you can afford to lose.

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For queries concerning policy matters, please contact us anytime.

CRYPTOS MANAGEMENT LIMITED

AND/OR THIRD PARTIES, INCLUDING OTHER USERS AND TRADERS LIKE YOURSELF, AND CRYPTOS MANAGEMENT LIMITED

SHALL BE ENTITLED TO SEEK ANY REMEDY AVAILABLE TO IT HEREUNDER OR UNDER LAW, INCLUDING AN INJUNCTIVE RELIEF.

**Without derogating of the provisions of the following Acceptable Use Policy, any of the following activities are explicitly prohibited and shall be deemed fundamental breach of the Terms of Service Agreement:**

- x Unauthorized automated access to the services and systems. x  
Latency exploitation in trading.
- x Coordinated trade through multiple accounts (including trading in tandem). x  
Any reverse engineering of the software or the services.

1. **Scope of AUP**

- 1.1. The AUP applies to all systems and services offered by CRYPTOS MANAGEMENT LIMITED, without exceptions.
- 1.2. The AUP applies to everyone, including all clients, users and visitors ("User" or "You").
- 1.3. The prohibited activities and uses set out in this AUP are not a complete list. If you are unsure about any contemplated action you should contact CRYPTOS MANAGEMENT LIMITED immediately.

2. **Automated Access**

- 2.1. You may not use, under any circumstances, any software which automatically accesses or operates on CRYPTOS MANAGEMENT LIMITED's systems, websites or systems, unless such software is officially provided by CRYPTOS MANAGEMENT LIMITED.

3. **Prohibited Activities**

- 3.1.2. To send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy and/or any other rights.

- 3.4. The trademarks and logos displayed on the system are registered trademarks of
- 3.1.3. To cause annoyance, inconvenience or anxiety.
  - 3.1.4. To spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party.
  - 3.1.5. In any way which, in CRYPTOS MANAGEMENT LIMITED's reasonable opinion, is or is likely to be detrimental to the provision of the CRYPTOS MANAGEMENT LIMITED service to the company or any of CRYPTOS MANAGEMENT LIMITED's or its shareholders' and/or affiliates' and/or directors and/or lawyers and/or trustees and/or bankers and/or customers and/or business and/or reputation.
  - 3.1.6. In contravention of any licenses or third party rights.
  - 3.1.7. To attempt to interfere with any CRYPTOS MANAGEMENT LIMITED service to any user, host or network this includes without limitation:
    - 3.1.7.1. Flooding of networks;
    - 3.1.7.2. DOS (denial of service) attacks of any sort;
    - 3.1.7.3. Deliberate attempts to overload a service and attempts to crash a host;
    - 3.1.7.4. Any attempt to abuse, manipulate or benefit of an error, software bug, security backdoor or breach, latency differences;
    - 3.1.7.5. Resale of services;
    - 3.1.7.6. Any sort of automated, cooperative or multi-user operation (explicitly including tandem-trading) to circumvent or exploit the services or systems;
    - 3.1.7.7. For transmitting E-mails, code or files which contain computer viruses or corrupted data or Trojan horses or tools which compromise the security of web sites or user data. This explicitly includes spyware and malware of any sort.
- 3.2. **You acknowledge and agree that the list of prohibited activities set out in clause 2.1 is a non-exhaustive list. CRYPTOS MANAGEMENT LIMITED reserves the right to cancel any deal and/or hold and offset any funds and/or demand any fund or right due to unacceptable use of its services, taking advantage of mistakes or abusing its systems.**
- 3.3. You will not allow use of the System or access to any person who is not a Client and will not copy, distribute, publish, transmit, display, modify, prepare derivative works based on, report or otherwise use the system in whole or in part for the use of any other person.
- CRYPTOS MANAGEMENT LIMITED



3.4. The trademarks and logos displayed on the system are registered trademarks of  
onto a server where access is not authorized or probing the security of other  
networks.

4.1.3. Attempt to gain access to any account or computer resource not belonging to  
you through CRYPTOS MANAGEMENT LIMITED  
's System and/or services.

5. **Violation of this AUP**

- 5.1. CRYPTOS MANAGEMENT LIMITED  
shall be entitled to take organisational, automated and discretionary measures to ensure  
compliance with this AUP and all other rules and policies by all users.
- 5.2. Any right of CRYPTOS MANAGEMENT LIMITED  
hereunder, explicitly including the right to impose a sanction, shall not be deemed as  
to obligate CRYPTOS MANAGEMENT LIMITED  
in any way to exercise such right (or impose such sanction).
- 5.3. Failure to exercise any right of CRYPTOS MANAGEMENT LIMITED herein shall not be  
deemed a waiver of such right, including the imposition of a specific sanction.
- 5.4. CRYPTOS MANAGEMENT LIMITED  
may stop any person from accessing the System and may take such adequate measures  
as CRYPTOS MANAGEMENT LIMITED  
deems necessary to prevent such access, if CRYPTOS  
MANAGEMENT LTD  
becomes aware of any circumstances which give reason to believe that a login is being  
misused.
- 5.5. If you or any other person violate any term of this AUP, CRYPTOS  
MANAGEMENT LIMITED  
may, without notice to CRYPTOS MANAGEMENT LIMITED  
and without any liability to CRYPTOS MANAGEMENT LIMITED  
and/or its Clients and/or any other party:
- 5.5.1. Require clarifications, authentications, documentations or other proof or details  
relevant to an investigation.
- 5.5.2. Prevent Client access to the System for good cause at its discretion.
- 5.5.3. Repair, rectify and/or rollback client transactions to perform restitution  
for and by CRYPTOS MANAGEMENT LIMITED  
X's or third party.
- 5.5.4. Offset, deduct and/or confiscate funds and/or information as required at its discretion  
in accordance with law and/or any court order or instructions from a competent  
investigative or law enforcement authority.

5.5.6. Take any action as it considers appropriate.

For the avoidance of doubt, the exercise by CRYPTOS MANAGEMENT LIMITED of its rights hereunder will not require CRYPTOS MANAGEMENT LIMITED to compensate the user for loss of access to the CRYPTOS MANAGEMENT LIMITED FX's System and service.

- 5.6. A violation of this AUP by a person having only indirect access to the CRYPTOS MANAGEMENT LIMITED service through you, will be considered a violation by you, including whether or not the violation was in with your knowledge or consent. You are responsible for any and all actions of its Clients to whom it directly or indirectly provides its services.
- 5.7. CRYPTOS MANAGEMENT LIMITED may cooperate with system administrators or other network or computing services providers to enforce this AUP or a policy of another provider.
- 5.8. CRYPTOS MANAGEMENT LIMITED may involve, and will cooperate with, law enforcement if criminal activity is suspected.

#### **Additional conditions**

Please note this policy cannot be exhaustive, and additional conditions or requirements may apply at any time due to technological changes, experience, regulations and policies, including those set in order to prevent money laundering. This AUP is subject to change at CRYPTOS MANAGEMENT LIMITED's sole discretion at any time and any change is effective when posted on CRYPTOS MANAGEMENT LIMITED's website or otherwise made known to CRYPTOS MANAGEMENT LIMITED

**Please note any and all usage of the site and services is subject to the Terms and Conditions, as may be amended from time to time by CRYPTOS MANAGEMENT LIMITED, at its sole discretion.**

For queries concerning policy matters, please contact us at anytime.

### **Privacy Policy**

CRYPTOS MANAGEMENT LIMITED

values your security and privacy. Protecting your privacy is one of our top priorities. This privacy policy sets out how we collect information regarding Website users, what we may do with it, and what you can do to

out as soon as you stop trading with CRYPTOS MANAGEMENT LIMITED FX, whenever you leave the computer and after every session.

The first step to start trading is to open an account and this process, simple as it is, requires you to enter some personal data such as your first and last name, email and phone number. Additional details, as well as proof of identity may be required of you at any time. CRYPTOS MANAGEMENT LIMITED

will maintain the privacy of all your personal data we collect, including age, occupation or marital status. You may be required to provide the copies of ID, passport and photograph, in accordance with any policies, laws or regulations that require such documents to be delivered. Furthermore, in some jurisdiction you may also need to submit financial information, investment experience and risk tolerance, all as may be required under law.

In order to have unrestricted access to the trading account and be able to trade with ease, these documents and information may be required. There is no obligation on your part to submit them, but if you don't, you won't be able to open the account and trade online. Additionally, it is important to keep us informed about your personal data as soon as something important changes, so your profile will always be up to date, and as required under any law.

We collect this information to administer and operate services, prevent fraud, defend our legal rights and for the purpose of compliance with regulations regarding the services we provide. CRYPTOS MANAGEMENT LIMITED's privacy policy guarantees that your personal information will not be sold, rented or traded, and won't be disclosed unless the following conditions occur or for the purposes set out above. We share information with the associated firms and other persons processing your personal information or with banks and clearing houses in order to deliver the products and services you need for trading.

When there is any suspicion of fraud or breach regarding the trading performed by the user, the privacy policy allows us to disclose your private data as needed, including to credit reference and fraud prevention agencies. The same applies for the national and international enforcement bodies and courts when they require this kind of information, as laws and regulations demand. Except for these situations, while you are trading with CRYPTOS MANAGEMENT LIMITED, your personal information is reasonably safe from unauthorized use, damage, modification or disclosure, by all reasonable measures.

### **Underage and Child Privacy**

By using this website you state and represent that you are over the age of 18 or any agree restriction applicable in your jurisdiction in order to participate in trading, as any laws applicable to you may dictate. If you are under aged and entered the site by mistake, you should stop using the website and inform us promptly and we will conform with the applicable laws and regulations that apply to you and your personal information.

Regardless of the foregoing, in order to protect child privacy, we never knowingly collect or maintain information from users under 13, and no part of our website is structured to attract anyone under the age of 13. Should Website ever collect or maintain any such information, it will comply with the Children's Online Privacy Protection Act (COPPA) and any other applicable law, under the appropriate jurisdiction.

### **Changes to This Privacy Policy**