

## EXPI.TRADE TERMS OF USE

*Published: 5 March 2018*

*Updated: 15 July 2021*

### Summary of Terms of Use

This summary of our Terms of Use offers you an overview of the key terms that apply to your use of our website <http://expi.trade/and/or https://pro.expi.trade/>. While we hope this summary section is helpful, you should read the complete Terms of Use below since they provide important information about how our services work. Please note that we refer to our online service where you can carry out exchange operations as “Expi.trade”.

### Our Services

Expi.trade provides you with a simple and convenient platform for an exchange of digital asset for fiat currency and vice versa as well as exchange of one type of digital asset to another at the established exchange rates.

Expi.trade carries out its services carefully and reliably. However, unavoidable interruptions, such as necessary maintenance work, can occur; such interruptions lie outside Expi.trade control. Expi.trade will, however, endeavor to correct any disturbance or disruption, as quickly as possible.

### Eligibility and Acceptable Use

You must meet certain eligibility criteria to use Expi.trade. For instance, you must be an adult and there are certain locations from which you may not be able to use some or all of Expi.trade services. Additionally, there are certain things you cannot do when using Expi.trade, such as engage in illegal activities, lie, or do anything that would cause damage to our services or systems. Please see the acceptable use section for more details.

### Other Important Legal Terms

There are important legal terms provided below in the complete Terms of Use, including your identification responsibilities, our limitation of liability and warranty disclaimers. Please take the time to read these terms carefully. You can always contact us through support if you have any questions via [support@expi.trade](mailto:support@expi.trade)

By registering for and opening an Expi.trade Account, you unconditionally accept these Terms of Use and agree to be bound by and act in accordance with them. You also accept and agree that you are solely responsible for understanding and complying with all laws, rules, regulations and requirements of the jurisdiction in which you live that may be applicable to your use of the website <http://expi.trade/and/or https://pro.expi.trade/> and/or your Expi.trade Account, including but not limited to, those related to export or import activity, taxes or foreign currency transactions.

## Complete Terms of Use

These Terms of Use and any terms expressly incorporated herein (“Terms”) apply to your use of the website <http://expi.trade/and/or https://pro.expi.trade/> operated and maintained by Expi.trade (collectively, “Expi.trade”, “we”, or “us”), and the exchange services provided by Expi.trade as described in these Terms (collectively, our “Services”).

### 1. Key Definitions

Capitalized terms not otherwise defined in these Terms will have the following meaning:

1.1. “External Account” means any Digital Asset Account: (i) from which you may load Funds into your Expi.trade Account, and (ii) to which you may push Funds from your Expi.trade Account.

1.2. “Financial Account” means any financial account of which you are the beneficial owner that is maintained by a third party outside of the Services, including, but not limited to third-party payment service accounts or accounts maintained by third party financial institutions.

1.3. “Expi.trade Account” means a user account accessible via the Services where Funds and Fiat may be stored by Expi.trade on behalf of a user.

1.4. “Digital Asset Account” means any Digital Asset address or account owned or operated by you that is maintained outside of the Services, and is not owned, controlled or operated by Expi.trade.

1.5. “Digital Asset” means Bitcoins, Ethereum and other digital mediums of exchange that may be exchanged via the Services. Digital Assets are not accepted by a state owned central bank as a method of payment.

1.6. “Funds” means Digital Assets.

1.7. “Fiat” means any world currency which is not digital, i.e. the usual money which is in use in economy of any state.

1.8. “Website” means [http://expi.trade/ and/or https://pro.expi.trade/](http://expi.trade/and/or https://pro.expi.trade/)

### 2. Eligibility

2.1. Expi.trade may not make the Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services from certain jurisdictions (“Restricted Locations”).

2.2. You further represent and warrant that you: (a) are at least 18 years old; (b) have not previously been suspended or removed from using our Services; (c) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party; (d) using our platform in your own name and for your own benefit; (e) are not located in, under

the jurisdiction of, or a national or resident of any Restricted Locations; and (f) will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with these Terms.

2.3. Additionally, by agreeing to this terms you certify that you pursue participation in blockchain-based networks as a part of your activity.

### 3. Expi.trade Account

3.1. User's identification procedure. Expi.trade maintains the highest standards of Know Your Customer processes and controls as part of our commitment to combating fraud and assisting in the prevention of money laundering and terrorist financing. To ensure we meet these standards, users are required to provide certain personal details and documents when opening an Expi.trade Account. Expi.trade verifies users' identity through documentary means, non-documentary means or both. The use of anonymous accounts is strictly prohibited. Moreover, we are required to retain certain information and documentation obtained as part of the User's identification procedure. These requirements apply even when you have terminated your relationship with us. We reserve the right to keep such information and documentation for the required period and you accept and agree that information and documentation you provide to Expi.trade may be retained by us, including following the closure of your Expi.trade Account.

3.2. Number of Expi.trade Accounts. Expi.trade may, in its sole discretion, limit the number of Expi.trade Accounts that you may hold, maintain or acquire.

3.3. Expi.trade Account information and security. In order to engage in the Services, you must create an Expi.trade Account and provide any requested information. When you create a Expi.trade Account, you agree to: (a) create a strong password that you do not use for any other website or online service; (b) provide accurate and truthful information; (c) maintain and promptly update your Expi.trade Account information; (d) maintain the security of your Expi.trade Account by protecting your password and restricting access to your Expi.trade Account; (e) promptly notify us if you discover or otherwise suspect any security breaches related to your Expi.trade Account; and (f) take responsibility for all activities that occur under your Expi.trade Account and accept all risks of any authorized or unauthorized access to your Expi.trade Account, to the maximum extent permitted by law.

3.4. The creation of accounts with Expi.trade on behalf of third parties or the transmission of the Expi.trade Account to third parties is strictly prohibited and may be prosecuted.

3.5. It is strictly forbidden to use Expi.trade Account and/or Services for any kind of illegal purposes.

3.6. If Expi.trade has reasonable suspicion that Expi.trade Account is used to receive the proceeds of criminal activity, including but not limited to Fiat and/or Digital Assets, and/or Expi.trade Account and/or Services is used for any kind of illegal purposes Expi.trade reserves the right to close the user's Expi.trade Account and to keep Fiat and/or Digital Assets pending clarification by government authorities. Expi.trade reserves the right to cooperate with the authorities and to provide them with all data required for the purposes of investigation, policy violations and/or suspected fraud.

#### 4. Privacy Policy

Please refer to our Privacy Policy for information about how we collect, use and share your information.

#### 5. General Obligations

5.1. Conditions and Restrictions. We may, at any time and in our sole discretion, impose limits on the exchange amounts permitted via the Services or impose any other conditions or restrictions upon your use of the Services without prior notice.

5.2. Accuracy of Information. You must provide any information required when creating an Expi.trade Account or when prompted by any screen displayed within the Services. You represent and warrant that any information you provide via the Services is accurate and complete. Personal data, including name, address and email, which changes during the use of Services must be immediately updated and submitted to Expi.trade in writing.

5.3. Taxes. It is your responsibility to determine what, if any, taxes apply to the exchange operations you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that Expi.trade is not responsible for determining whether taxes apply to your exchange operations or for collecting, reporting, withholding or remitting any taxes arising from any exchange operations.

#### 6. Expi.trade Account Funding

6.1. Funding your Expi.trade Account. In order to complete an exchange operation via the Services (as described in Section 7), you must first load Digital assets and/or Fiat to your Expi.trade Account.

6.2. Funding your Expi.trade Account with Fiat. You may load Fiat to your Expi.trade Account using your selected payment method(s): (a) via bank transfer on Expi.trade bank account specified on the website mentioning your Expi.trade Account ID number in the aim of the payment or (b) via Visa / Mastercard payment (via payment service provider approved by the Expi.trade).

You may be charged fees by the payment service provider and/or the bank you use to fund your Expi.trade Account. Expi.trade is not responsible for any payment service provider and/or the bank fees or for the management and security. You are solely responsible for your use of any payment service provider and/or the bank and you agree to comply with all terms and conditions applicable to payment service provider and/or the bank you use to fund your Expi.trade Account. The timing associated with a load transaction will depend in part upon the performance of third parties responsible for maintaining the applicable payment service provider and/or the bank and Expi.trade makes no guarantee regarding the amount of time it may take to load Fiat into your Expi.trade Account.

6.3. Funding your Expi.trade Account with Digital assets. You may load Digital assets to your Expi.trade Account using one of the approved External Accounts identified via the Services.

You may be required to verify that you control the External Account that you use to load Funds to your Expi.trade Account. You may be charged fees by the External Account you use to fund your

Expi.trade Account. Expi.trade is not responsible for any External Account fees or for the management and security of any External Account. You are solely responsible for your use of any External Account, and you agree to comply with all terms and conditions applicable to any External Account. The timing associated with a load transaction will depend in part upon the performance of third parties responsible for maintaining the applicable External Account, and Expi.trade makes no guarantee regarding the amount of time it may take to load Funds into your Expi.trade Account.

#### 6.4. Withdrawal of to an External/Financial Account.

Expi.trade combines your Fiat balance with the balances of other users and holds it in Expi.trade bank accounts opened in the EU member state bank. Expi.trade also combines your Digital Assets balance with the balances of other users and holds it in Expi.trade Digital Assets wallet.

Provided that you have added your External/Financial account details to your Expi.trade Account and the balance of Fiat/Digital Assets in your Expi.trade Account is greater than any minimum balance requirements needed to satisfy any of your open transactions, you may withdraw any amount of Fiat/Digital Assets, up to the total amount of Fiat/Digital Assets in your Expi.trade Account in excess of such minimum balance requirements, from your Expi.trade Account to an External/Financial Account, less any fees charged by Expi.trade for such transactions (as described in the Fee Schedule at the time of your request to push Fiat/Digital Assets to an External/Financial Account). When you request that we push Fiat/Digital Assets to your External/Financial account from your Expi.trade Account (withdrawal), you authorize Expi.trade to execute such transaction via the Services. Expi.trade will process the withdrawal of Fiat/Digital Assets to your External/Financial Account from your Expi.trade Account in accordance with your instructions. You are solely responsible for ensuring that any withdrawal instructions provided to Expi.trade are complete and correct and you accept and agree that under no circumstances Expi.trade be under any obligation to reverse or amend any such withdrawal. You accept and agree that Expi.trade provides no guarantee in relation to the withdrawal processing period. Withdrawals to the account of any third party are expressly prohibited.

6.5. Rejected Transactions. In some cases, the External/Financial account may reject your Fiat/Digital Assets or may otherwise be unavailable. You agree that you will not hold Expi.trade liable for any damages resulting from such rejected transactions.

6.6. The use of anonymous accounts for Digital Assets/Fiat transactions is strictly prohibited.

### 7. Exchange Orders

7.1. Placing an Exchange Order. When you submit a new exchange order via the Services, you authorize Expi.trade to execute a transaction in accordance with such order on a spot basis and charge you any applicable fees (as described in Section 10 below).

The Expi.trade account will indicate all the costs related to the purchase/sell of the Digital assets included in the exchange order. The exchange order is considered approved if you, at the time of placing the order, indicate that you agree to these Terms and the conditions for Services by pressing the button “Confirm the order”. Before confirming any exchange order, you must ensure that the amount of Fiat/Digital Assets to be converted is correct and that you agree to the quoted exchange rate.

7.2. Exchange rate. Exchange rates are established by the management of the Expi.trade and are published on the Website. The Expi.trade has the right to independently and unilaterally change exchange rates of Digital assets and corresponding fees at any time by placing information on these changes on the Website.

The Website shows exchange rates against the euro. The Digital assets purchase rate reflects the amount of the Digital assets you have to pay to obtain EUR 1.00. The selling rate reflects the amount of the Digital assets you will receive for EUR 1.00.

Exchange rates shown on the Website are indicative. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any Digital Assets, the actual market rate at which an exchange order will be executed may be different from the rate indicated on the Website at the time of your order. You understand that we are not liable for any such price fluctuations. The exchange rate applicable to the transaction will be notified by the Expi.trade to you in the exchange order, where you shall expressly announce to the Expi.trade whether or not you agree to make the deal. Thus, when buying and selling Digital assets a rate is used, which is current after mutual exchange rate reconciliation just before the transaction is executed.

7.3. Cancellation of order. Once your order has been executed, you may not change, withdraw or cancel your authorization for Expi.trade to complete such transaction.

The exchange order can be cancelled by Expi.trade in the event of an emergency, if for certain reason there is no possibility to exchange the Digital assets, in which case the full amount paid will be returned immediately to you. Possible reasons for the cancellation of an order are (a) technical difficulties or damage in the IT systems that result in an incorrect display of the Digital asset price or availability status which does not reflect the actual one and (b) an emergency situation on the world cryptocurrency market, such as rapid price fluctuations, or a downturn in the supply.

In the event of a market disruption or Force Majeure event (as defined in Section 22), Expi.trade may do one or more of the following: (a) suspend access to the Services; or (b) prevent you from completing any actions via the Services, including closing any open positions. Following any such event, when trading resumes, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event.

7.4. Execution of the exchange order. The Expi.trade will fulfil your exchange order placed according to these Terms immediately if for conversion ordered amount does not exceed 2'500 EUR or equivalent in Fiat or Digital assets and the total sum of your exchange orders during last 24 hours do not exceed 15'000 EUR or equivalent in Fiat or Digital assets according to the exchange rates stipulated on the Website. If the amount of your exchange order/orders exceeds aforementioned thresholds, the special rules, fees and timing for the execution of your exchange order/orders will be offered by the Expi.trade and specified in these exchange order/orders.

We will attempt to deliver Fiat/Digital Assets to you as promptly as possible, Fiat/Digital Assets may be debited from your Expi.trade account before the status of your Fiat/Digital Assets transaction is shown as complete and Fiat/Digital Assets is delivered to your Expi.trade account.

7.5. Insufficient Funds. If you have an insufficient amount of Fiat/Digital Assets in your Expi.trade Account to complete an exchange order via the Services, we may cancel the entire exchange order or may fulfill a partial exchange order using the amount of Fiat/Digital Assets currently available

in your Expi.trade Account, less any fees owed to Expi.trade in connection with our execution of the exchange order.

7.6. Independent relationship. You acknowledge and agree that: (a) Expi.trade is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity, and (b) no communication or information provided to you by Expi.trade shall be considered or construed as advice.

## 8. Card Payment Services Policy

8.1. By using the Card Payment Services, you acknowledge and agree to the following:

- You can make deposit/withdrawal (here and after payment/payments) to/from your digital account on Expi.trade, in accordance with the Terms of Use;
- You are the authorized signatory on the debit or credit card you are using to make the payment and you have the appropriate authority to validly accept the terms of this Terms;
- You will pay the total amount incurred with the Card Payment Services, including any related charges, fees, and taxes;
- You are responsible for any fees or charges from your card issuer associated with using the Card Payment Services, including, but not limited to any currency conversion costs;
- Expi.trade is not responsible for debit or credit card payments that are refused or declined by your card issuing company;
- Further, you acknowledge that the payments using the Card Payment Services are made through a secure third-party website, and all card payment details entered through the payment gateways are encrypted. We do not capture, hold or retain any credit or debit card information and real time debit information used to complete the payment. On successful completion of the process, you will receive confirmation of your payment on screen.

8.2. Withdrawals. Withdrawals are possible only to cards or bank accounts that were previously verified by Expi.trade. The client can withdraw the funds only to the card or bank account that was previously used for depositing the funds to Expi.trade

8.3. Errors. In the event of an error, whether via our Services, in a payment order confirmation, in processing your payment, or otherwise, we reserve the right to correct such error and revise your payment transaction accordingly (including charging the correct price) or to cancel the payment and send back any amount received. Your sole remedy in the event of an error is to cancel your payment order.

8.4. Payment Method. Only valid payment methods specified by us may be used for deposit/withdrawal to/from your digital account in Expi.trade. You represent and warrant that (a) you are authorized to use the designated payment method and (b) you authorize us, or our payment processor, to charge your designated payment method. If the payment method you designate

cannot be verified, is invalid or is otherwise not acceptable, your payment order may be suspended or cancelled automatically. You agree to resolve any problems we encounter in order to proceed with your payment order.

8.5. Returns or Refunds. Due to the nature of the services the site provides, all Deposits made by Client to Client's digital account on Expi.trade via the Services are final. Expi.trade does not accept any returns or provide refunds. Client can make withdrawal from Client's digital account anytime on his/her own.

## 9. Risk Disclosure

9.1. Fluctuation in value and price. The value of Digital Assets depends on the fluctuation in value and price. The investment in Digital Assets is highly speculative with a risk of loss of the capital invested in Digital Assets. Therefore Digital Assets is only suitable for users, who can accept a loss of the invested capital.

9.2. Internet transmission risks. You acknowledge that there are risks associated with utilizing an Internet-based system including, but not limited to, the failure of hardware, software, Internet connections, malware affecting the Website and/or Services-related software. You acknowledge that Expi.trade shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services, howsoever caused.

9.3. Other risks. Expi.trade is not responsible for any losses, damages or claims arising from events falling within the scope of: (1) mistakes made by the user of Services, including forgotten passwords, payments sent to wrong Digital Assets/Financial account addresses, and accidental deletion of Expi.trade Account; (2) security problems experienced by the user of Services, including unauthorized access to users' Expi.trade Account; (3) actions or inactions of third parties and/or events experienced by third parties, e.g., bankruptcy of service providers, information security attacks on service providers, and fraud conducted by third parties.

9.4. Information published on the Website. The Website provides information and material of a general nature. Expi.trade runs the platform with the best of their knowledge and belief. Nevertheless, Expi.trade assumes no responsibility and accepts no liability whatsoever, regarding the accuracy of information given on their website. Users are not authorized and nor should rely on the Website for business advice or advice of any kind. In no way the Expi.trade is responsible for the actions, decisions, or other behavior taken or not taken by you in reliance upon the Website.

## 10. Fees

10.1. Amount of Fees. You agree to pay the fees for trades completed via our Services ("Fees") as made available via the Fees and Limits, which we may change from time to time. Changes to the Fee Schedule are effective as of the effective date indicated in the posting of the revised Fee Schedule to the Services, and will apply prospectively to any exchange orders that take place following the effective date of such revised Fee Schedule.

10.2. Third-Party Fees. In addition to the Fees, your External/Financial Account may impose fees in connection with your use of your designated External/Financial Account via the Services. Any fees imposed by your External/Financial Account provider will not be reflected on the transaction screens containing information regarding applicable Fees. You are solely responsible for paying any fees imposed by an External/Financial Account provider.



10.3. Payment of Fees. You authorize us, or our designated payment processor, to charge or deduct your Expi.trade Account for any applicable Fees owed in connection with exchange orders you complete via the Services.

## 11. Electronic Notices

11.1. Consent to Electronic Delivery. You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "Communications") that Expi.trade provides in connection with your Expi.trade Account and/or use of the Expi.trade Services. You agree that Expi.trade may provide these Communications to you by posting them via the Services, by emailing them to you at the email address you provide. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may also contact us through support to request additional electronic copies of Communications or, for a fee, paper copies of Communications (as described below).

11.2. Hardware and Software Requirements. In order to access and retain electronic Communications, you will need a computer with an Internet connection that has a current web browser with cookies enabled and 128-bit encryption. You will also need to have a valid email address on file with Expi.trade and have sufficient storage space to save past Communications or an installed printer to print them.

11.3. Withdrawal of Consent. You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support. If you decline or withdraw consent to receive electronic Communications, Expi.trade may suspend or terminate your use of the Services.

11.4. Requesting Paper Copies. If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 30 days after the date we provided the Communication to you by contacting support. In order for us to send paper copies to you, you must have a current street address on file with Expi.trade. Please note that Expi.trade operates exclusively online and it is very burdensome for us to produce paper copies of Communications. Therefore, if you request paper copies, you understand and agree that Expi.trade may charge you a processing fee, in the amount described in the Fees and Limits, for each page of Communication requested.

11.5. Updating Contact Information. It is your responsibility to keep your email address on file with Expi.trade up to date so that Expi.trade can communicate with you electronically. You understand and agree that if Expi.trade sends you an electronic Communication but you do not receive it because your email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Expi.trade will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add Expi.trade to your email address book so that you will be able to receive the Communications we send to you. You can update your email address at any time by logging into your Expi.trade Account or by sending such information to support. If your email address becomes invalid such that electronic Communications sent to you by Expi.trade are returned, Expi.trade may deem your account to be inactive, and you may not be able to complete any transaction via our Services until we receive a valid, working email address from you. If you fail to disclose the change of an email, the written notifications intended for you are considered to be legally delivered, if they are sent to the last designated email address.

## 12. Unclaimed Property

If for any reason Expi.trade is holding Funds/Fiat in your Expi.trade Account on your behalf and Expi.trade is unable to return your Funds/Fiat to your designated External/Financial Account after a period of inactivity, then Expi.trade may report and remit such Funds/Fiat in accordance with applicable state unclaimed property laws.

## 13. Acceptable Use

13.1. When accessing or using the Services, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not:

Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;

Use our Services to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or other illegal activities;

Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;

Use or attempt to use another user's account without authorization;

Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;

Develop any third-party applications that interact with our Services without our prior written consent;

Provide false, inaccurate, or misleading information;

Encourage or induce any third party to engage in any of the activities prohibited under this Section.

## 14. Feedback

We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, and ideas or other information or materials regarding Expi.trade or our Services that you provide, whether by email, posting through our Services or otherwise ("Feedback"). Any Feedback you submit is non-confidential and shall become the sole property of Expi.trade. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights). Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but we may have already had the same or a similar idea and we do not want disputes. We also have the right to disclose your identity to any third party who is claiming that any content posted by you

constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in this section.

## 15. Copyrights and Other Intellectual Property Rights

15.1. Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on our website or provided in connection with the Services, including, without limitation, the Expi.trade or Expi.trade logo and all designs, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, “Expi.trade Materials”) are the proprietary property of Expi.trade or our licensors or suppliers and are protected by international copyright laws and other intellectual property rights laws.

15.2. We hereby grant you a limited, nonexclusive and non-sublicensable license to access and use the Expi.trade Materials for your personal or internal business use. Such license is subject to these Terms and does not permit (a) any resale of the Expi.trade Materials; (b) the distribution, public performance or public display of any Expi.trade Materials; (c) modifying or otherwise making any derivative uses of the Expi.trade Materials, or any portion thereof; or (d) any use of the Expi.trade Materials other than for their intended purposes. The license granted under this Section will automatically terminate if we suspend or terminate your access to the Services.

## 16. Third-Party Content

In using our Services, you may view content provided by third parties, including links to web pages of such parties, including but not limited to Facebook and Twitter links (“Third-Party Content”). We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

## 17. Suspension; Termination

In the event of any Force Majeure Event (as defined in Section 22.5), breach of this agreement, or any other event that would make provision of the Services commercially unreasonable for Expi.trade, we may, in our discretion and without liability to you, with or without prior notice, suspend your access to all or a portion of our Services. We may terminate your access to the Services in our sole discretion, immediately and without prior notice, and delete or deactivate your Expi.trade Account and all related information and files in such account without liability to you, including, for instance, in the event that you breach any term of these Terms. In the event of termination, Expi.trade will return any Funds stored in your Expi.trade Account not otherwise owed to Expi.trade, unless Expi.trade believes you have committed fraud, negligence or other misconduct.

## 18. Discontinuance of Services

We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

## 19. Disclaimer of Warranties

19.1. Except as expressly provided to the contrary in a writing by us, our services are provided on an “As is” and “As available” basis. We expressly disclaim, and you waive, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to our services, including the information, content and materials contained therein.

19.2. You acknowledge that information you store or transfer through our services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, protocol changes by third party providers, internet outages, force majeure event or other disasters including third party DDOS attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through our services.

## 20. Limitation of Liability

20.1. Except as otherwise required by law, in no event shall Expi.trade, our directors, members, employees or agents be liable for any special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use our services or the Expi.trade materials, including without limitation any damages caused by or resulting from reliance by any user on any information obtained from Expi.trade, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, communications failure, theft, destruction or unauthorized access to Expi.trade’s records, programs or services.

20.2. To the maximum extent permitted by applicable law, in no event shall the aggregate liability of Expi.trade (including our directors, members, employees and agents), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of, or inability to use, Expi.trade or to these terms exceed the fees paid by you to Expi.trade during the 12 months immediately preceding the date of any claim giving rise to such liability.

## 21. Indemnity

You agree to defend, indemnify and hold harmless Expi.trade (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys’ fees, arising out of or relating to (a) your use of, or conduct in connection with, our Services; (b) any Feedback you provide; (c) your violation of these Terms; or (d) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

## 22. Applicable Law; Arbitration

These Terms shall be governed and interpreted in accordance with the laws of Republic of Estonia. The Parties agree that any dispute arising out of or in connection with these Terms or your use of the Services shall be submitted for resolution to the courts of Republic of Estonia and resolved based upon the territorial jurisdiction.

## 23. Miscellaneous

### 23.1. Entire Agreement; Order of Precedence.

The following Terms and Conditions apply to any person that registers for and/or opens a Expi.trade Account through <http://expi.trade/and/or https://pro.expi.trade/> or any associated mobile applications, website, or APIs. The Terms constitute a legally binding agreement between you and Bertes Invest OÜ, registry code 12449024, which is a company incorporated under the laws of Republic of Estonia. For further information on Bertes Invest OÜ and its subsidiaries please see the Company Information page on the Website. By registering for and opening an Expi.trade Account, you unconditionally accept these Terms and agree to be bound by and act in accordance with them. You also accept and agree that you are solely responsible for understanding and complying with all laws, rules, regulations and requirements of the jurisdiction in which you live that may be applicable to your use of the Website and/or your Expi.trade Account, including but not limited to, those related to export or import activity, taxes or foreign currency transactions. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with Bertes Invest OÜ for the Services or for any other Bertes Invest OÜ product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with Bertes Invest OÜ, the terms of that other agreement will control only if these Terms are specifically identified and declared to be overridden by such other agreement.

### 23.2. Amendment.

We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion. You should visit the Website regularly to check when the Terms were last updated and to review the current Terms. If we make changes to these Terms, we will provide you with notice of such changes, such as by sending an email and/or providing notice on the homepage of the Site and/or by posting the amended Terms via the applicable Expi.trade websites and mobile applications and updating the “Last Updated” date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting for any users of the Services. The continued use of your Expi.trade Account, after any amendment to these Terms, constitutes your acceptance of the Terms, as modified by such amendment. If you do not accept the Terms, or any amendment to them, you must immediately stop using the Website and your Expi.trade Account.

### 23.3. Waiver.

Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

### 23.4. Severability.

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

### 23.5. Force Majeure Events.

Expi.trade shall not be liable for (1) any inaccuracy, error, delay in, or omission of any information, or the transmission or delivery of information; (2) any loss or damage arising from any event beyond Expi.trade's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond Expi.trade's reasonable control (each, a "Force Majeure Event").

### 23.6. Assignment.

You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from Expi.trade, including by operation of law or in connection with any change of control. Expi.trade may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

### 23.7. Headings.

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