

DSX TERMS AND CONDITIONS OF SERVICE

THESE TERMS AND CONDITIONS OF SERVICE SET OUT THE LEGAL BASIS ON WHICH YOU MAY USE OUR PLATFORM.

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS. THEY CONTAIN VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT WILL APPLY TO YOU WHEN YOU USE OUR PLATFORM. BY CLICKING ON THE BUTTON INDICATING YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO AN AGREEMENT ON THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICES. FOR THE AVOIDANCE OF DOUBT, PLACING ANY PAYMENT INSTRUCTIONS AND/OR ORDERS ON OR THROUGH THE PLATFORM CONSTITUTES ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS. YOUR ATTENTION IS DRAWN IN PARTICULAR TO CLAUSE 12 OF THE GENERAL TERMS, CLAUSES 6 AND 7 OF SCHEDULE A PAYMENT SERVICES TERMS, AND CLAUSES 9, 10 AND 11 OF SCHEDULE B TRADING SERVICES TERMS. PLEASE ALSO READ THE [RISK WARNING NOTICE](#), [PRIVACY POLICY](#) AND [COOKIES POLICY](#) ON OUR WEBSITE.

If you have any questions on DSX's service or relating to your account, you can contact us at: support@dsx.uk.

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General Terms

1 Interpretation

- 1.1 This document is a legal agreement between (i) Digital Securities Exchange Limited (**DSX**), (ii) ePayments Systems Limited (**EPS**) (together, **we**, **us**, or **our**) and (iii) the user (**you** or **your**), that applies in relation to your access to, and your use of, the Platform.
- 1.2 Digital Securities Exchange Limited is a private limited company incorporated in England and Wales under number 08927164 with its registered office at 24 Savile Row, London W1S 2ES.
- 1.3 ePayments Systems Limited is a private limited company incorporated in England and Wales under number 08134141 with its registered office at 24 Savile Row, London W1S 2ES.
- 1.4 ePayments Systems Limited is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 for the issuing of electronic money, Financial Services Register reference number: 900172. Head office: 24 Savile Row, London W1S 2ES, Telephone: +44 (0) 203 008 6864.
- 1.5 Digital Securities Exchange Limited is registered with the Financial Conduct Authority as EPS's Payment Services agent. Financial Services Register reference number: 900410. In these Terms references to EPS will also extend, where appropriate, to DSX in its role as EPS's Payment Services agent.
- 1.6 Unless a Clause of these Terms specifically states otherwise, in the event of any conflict or inconsistency, the following order of priority applies:
 - (a) these Terms;
 - (b) The Schedules to these Terms;
 - (c) the Account application form;
 - (d) any other written or online document between DSX and you which forms part of the rules of the Platform, including the Trading Manual; and
 - (e) any other notification, manual, requirement or procedure published by DSX with which you must comply.
- 1.7 Taken together, the documents and notices listed in limbs (c) to (d) of Clause 1.6 are also referred to as the **Platform Policies and Procedures** throughout these Terms, and with these Terms (including the Schedules) they constitute the entire agreement (**Agreement**) between you and us with respect to the matters covered thereby, superseding all previous written, oral or implied understandings between you and us with respect to such matters.
- 1.8 You can get a current version of these Terms in the legal documents section of the Website. Alternatively, you can contact us and ask us to send you a paper copy.
- 1.9 All information and documents we provide or make available to you in relation to the Agreement will be in English.

2 Definitions

In these Terms the capitalised terms set out below shall have the following meanings:

Access Codes means the access identification codes we provide to you and the password you create for the purpose of your accessing the Platform. This includes, without limitation, all security identification codes and passwords with respect to the Platform.

Account means your account with us, which you may use to access the Platform and to which your Funds are assigned.

Agreement has the meaning given in Clause 1.7.

Approved Currency means any currency (including Cryptocurrency) approved by us from time to time for you to transfer funds to and from the Account. The Website lists all currencies (including Cryptocurrencies) that are an Approved Currency.

Business Day means a day when the banks in London are open for business excluding Saturdays, Sundays and public holidays. For another party such as the recipient when you make a payment using the Payment Services, it will mean a day on which that other party's service provider is open for business.

Charity means a body whose annual income is less than £1 million and is:

- (A) in England and Wales, a charity as defined by Clause 1(1) of the Charities Act 2006;
- (B) in Scotland, a charity as defined by Clause 106 of the Charities and Trustee Investment (Scotland) Act 2005;
- (C) in Northern Ireland, a charity as defined by Clause 1(1) of the Charities Act (Northern Ireland) 2008.

Complaints Policy means DSX's complaints policy relating to your Account, as published on the Website from time to time.

Confidential Information means any information that you receive or learn as a result of receiving our products and services, or otherwise as a result of your access and use of the Platform, which is confidential or proprietary to us, our affiliates, and/or our third party licensors (including any third party technology provider), including any information derived from, or relating to, any of our products and services and concerning our business operations, business plans, pricing, fee schedule(s), commission, financial data, technology, regardless of whether or not such information is designated as confidential.

Consumer means you if you are acting for your own personal purposes outside your trade, business or profession.

Cookie Policy means DSX's cookie policy, as published on the Website.

Corporate user means you if you are not a Consumer, Micro-enterprise or Charity.

Cryptocurrency means a digital representation of value that is neither issued by a central bank or public authority nor necessarily attached to fiat currency but is used by natural or legal persons as a means of exchange and can be transferred, stored or traded electronically.

Currency Pair means any two currencies (including Cryptocurrencies) that are available to trade through the Platform to comprise a Spot Transaction.

DSX Party shall mean DSX, its affiliates and Representatives and each of them.

E-Money means electronically stored monetary value denominated in fiat currency.

Electronic Payment means a Payment Transaction effected in E-Money.

Fees means any or all of the fees, charges and commissions mentioned in Clause 7 of these General Terms.

Fees Schedule means the list of fees charged by us from time to time and that is available on the Website.

Funding Channels List means the list of the ways in which you can pay Funds into your Account and that is available on the Website.

Funding Currency means any fiat currency approved by DSX from time to time for use in paying E-Money, and any Cryptocurrency approved by DSX from time to time capable of being so paid, into your Account.

Funds means an amount of either one or both of E-Money and Cryptocurrencies, credited to your Account from time to time.

Identifier means a sequence of letters, numbers and symbols required to identify the other party to a Payment Transaction or their account.

Law means all applicable laws, regulations, judgments, decrees, treaties, ordinances, orders and rulings, interpretations and statements of policy of any governmental authority or regulatory or self-regulatory organization, authority, agency or body, in each case which has jurisdiction over you or us, or our respective operations.

Micro-Enterprise means an enterprise which, at the time this Agreement is entered into, is an enterprise as defined in Article 1 and Article 2(1) and (3) of the Annex to Recommendation 2003/361/EC which, in summary, is any entity engaged in economic activity, irrespective of its legal form, which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed 2 million Euro.

Order is a bid or offer entered through the Platform which expresses your firm willingness to enter into a Spot Transaction with DSX and which you intend to be matched through the

Payment Card means (if applicable as published on the Website (functionality of the Account is evolving)) the payment card or cards issued to you by the Payment Card Issuer that is/are linked to your Account. You may have more than one Payment Card linked to your Account (for example a Euro denominated Payment Card and a US Dollar denominated Payment Card) so any reference in these Terms to a Payment Card would apply to all your Payment Cards.

Payment Card Issuer means (if applicable) the third party DSX arrange to provide Payment Cards and card services to you. DSX can change who provides the Payment Cards at any time by providing you with at least two (2) months notice (or reasonable notice if you are a Corporate user. Details of the Payment Card Issuer (if applicable) will be available on the Website.

Platform with an order from DSX or a feed for execution.

Payment Instruction means an instruction by you via the Platform to make a Payment Transaction or buy (with your Funds) or sell Cryptocurrency.

Payment Services means the on-line functionality, linked to your Account, for storing and managing your Funds. The Payment Services allow you to:

- (a) transfer E-Money so DSX can credit its value to your Account;
- (b) transfer Cryptocurrency so DSX can credit it to and hold it on your Account;
- (c) access information on the value and currencies you hold in your Account;
- (d) issue Payment Instructions;
- (e) make Payment Transactions from your Account to third parties that accept them, or receive Payment Transactions from third parties; and
- (f) buy and sell currency, including Cryptocurrency.

Payment Services Regulations means the United Kingdom's Payment Services Regulations 2009 (S.I. 2009/209).

Payment Transaction means an act, initiated by the payer or recipient, of placing, transferring, or withdrawing Funds, including transfers between your Account to another payment account or e-wallet you hold or those of third parties.

Platform means the DSX system accessible using the internet and/or telecommunications networks and through such graphical user interface, application program interface or other front-end trading interface as DSX may establish or permit from time to time to enable you to use your Account to receive and transmit E-Money for use in making currency (including Cryptocurrency) exchanges. The Platform includes the Payment Services and the Trading Services.

Privacy Policy means DSX's privacy policy, as published on the Website from time to time.

Refund Policy means DSX's refund policy, as published on the Website from time to time.

Risk Warning Notice means DSX's risk warning as published on the Website.

Representatives means a person or entity's officers, directors, members, managers, employees and agents.

Spot Transaction means a transaction for the purchase or sale of one currency (including a Cryptocurrency) in exchange for another currency (including another Cryptocurrency) for settlement less than two Business Days after the time that the transaction is entered into through the Platform.

these Terms means these DSX Terms and Conditions including the Schedules.

Trading Services means the on-line functionality, linked to your Account, which allows you to:

- (a) buy and sell Approved Currency, including Cryptocurrency, using your Funds which have been credited to your Account; and
- (g) access information on the Spot Transactions associated with your Account.

The Trading Services are intended for use in connection with carrying out Spot Transactions on the Platform.

Trading Manual means DSX's trading manual as set out in this Agreement.

Transaction means a Spot Transaction and/or Payment Transaction.

Website means our website at <https://dsx.uk> our GUI and any other applications that allow access to the Platform or any of its functionality.

- 2.2 A reference to any statute, statutory provision or regulation will be construed as a reference to the same as it may be amended, modified or re-enacted from time to time.

3 Opening an Account and treatment of your money

- 3.1 To open an Account with us and be able to use the Platform, you must submit to us a completed application form and subscribe to this Agreement. By electronically completing the form online, or by submitting a form to us, you consent to us carrying out such credit and identity checks as we consider necessary.
- 3.2 We are not obliged to open an Account for you and may refuse your application for any reason without providing the reason for the decision. We may also impose restrictions as a condition of agreeing to open an Account for you.
- 3.3 When you open an Account with us and send us monetary value, the holding of such balances denominated in fiat currency and the facilitation and operation of certain functionality of the Account is provided by EPS. Balances in your Account denominated in fiat currencies (that is, other than in Cryptocurrencies) are, from a regulatory perspective, E-Money held in an E-Money payment account with EPS.
- 3.4 Where you make a payment in E-Money in respect of a trade on the Platform, the transfer will be made to DSX's own account with EPS. E-Money held by EPS will be safeguarded and separately identifiable pursuant to obligations EPS has under the Electronic Money Regulations 2011. DSX is registered with the Financial Conduct Authority as a payment services agent of EPS to enable it to effect (as necessary) Electronic Payments on your Account.
- 3.5 Cryptocurrencies will be transmitted directly by you to DSX and be held by DSX in an encrypted Cryptocurrency account. There are significant risks associated with holding and processing of Cryptocurrencies on your Account – please also see Clause 12 of these General Terms and Clauses 9 and 10 of Schedule B Trading Services Terms below.
- 3.6 You acknowledge and confirm that we may transfer any amounts transferred to us by you or credited to your Account to any clearing house or broker for the purpose of meeting any obligation to provide any initial margin and intraday margin to such clearing house or broker in relation to a Back to Back Trade by DSX, as defined in Schedule C to these Terms (the Trading Manual). You will have a proprietary claim to your share of the balance in the relevant client bank account including any monies held by the clearing house or broker that is allocable or returnable to your Account.
- 3.7 We shall not pay interest to you on any of your Funds and by entering into this Agreement you acknowledge that you are therefore waiving any entitlement you may have to interest. Should we offer to pay interest on any unencumbered balance on your Account at any time, we shall confirm the balance requirements and rate of interest at that time and from time to time thereafter.

- 3.8 A Transaction history showing details of the Payment Transactions you make and receive from your Account and the Spot Transactions will be made available to you through the Platform for you to view and/or download.

4 Know your Customer Checks

- 4.1 You will promptly give us all documents and other evidence of your identity that we reasonably ask for. You will give us this information so that we can carry out and be satisfied that we have complied with all Know your Customer or other similar checks required under the applicable Law or that we otherwise consider necessary. We may decline your application to open an Account if you do not provide this information.

- 4.2 If there is:

- (a) the introduction of or any change in (or in the interpretation, administration or application of) any Law made after we have opened your Account; or
- (b) any change in your status or, where applicable, in the composition of your shareholders,

which obliges us or to comply with new or additional Know your Customer or similar identification procedures, in circumstances where the necessary information is not already available to us, you will promptly give us all documents and other evidence that we reasonably ask for. You will give us this information so we can carry out and be satisfied we have complied with all Know your Customer or other similar checks required under all applicable Law.

5 Term

The term of this Agreement shall commence upon receipt by you of the Access Codes provided by us and shall continue for so long as you are authorised to use the Account, subject to any earlier termination in accordance with these Terms.

6 Access Codes and Security

- 6.1 You shall ensure the Access Codes that we provide and the password that you create are used only by you. You shall keep the Access Codes confidential. Without prejudice to the foregoing, you shall promptly notify us as soon as you become aware of (or ought reasonably to have become aware of) or suspect that any Access Codes have been lost, stolen, misappropriated, used without authorisation or otherwise compromised. You must contact us immediately by using the internal ticket system on the Website or by email to support@dsx.uk.

- 6.2 Upon receipt of such notice from you, or if we believe that any person or entity is:

- (a) improperly using the Account or your Access Codes;
- (b) otherwise breaching the Account's security;
- (c) using the Account or the Access Codes without due authority; or
- (d) using the Platform in a manner that is not in the best interests of the users of the Platform generally,

we shall have the right (but not the obligation), in our sole discretion, to terminate access to the Platform through your Access Codes and/or take any action as we consider necessary or desirable in our sole discretion to prevent such person or entity from accessing or using the Platform until such time as (in our sole discretion) such relevant circumstance is no longer continuing and will no longer continue. You shall take all measures which are reasonable under the circumstances to rectify such breach, use, unauthorised use, or misuse (whether or not requested by us) including immediately ceasing to access or use the Platform.

- 6.3 Where reasonably possible, we will notify you by email, telephone or SMS using the latest contact details you have supplied to us, before we stop you using your Access Codes, to tell you that we intend to do so and why. If we cannot contact you before we stop the use of the Access Codes, we will do so immediately afterwards, unless we are prevented from doing so by Law or if it would adversely affect our reasonable security measures. We will either reinstate the Access Codes as soon as practicable after the reasons for stopping its use have ceased or, at that time, issue you with replacement Access Codes to use. You can contact us using the internal ticket system on the Website or by email to support@dsx.uk to request that we allow you to use the Access Codes again.
- 6.4 You acknowledge and agree that you shall be fully liable for all Orders and Transactions entered using the Platform under your Access Codes save as otherwise set out in these Terms.

7 Fees

8 Payment Services Fees

- 8.1.1 The Fees Schedule sets out the fees you must pay to fund your Account, to make payments from it and for its other usage. The fees in the Fees Schedule include any applicable value added tax.
- 8.1.2 We deduct any conversion charges and fees for paying Funds into your Account from the amount you want to pay in. This means the amount we credit may be less than the amount you transfer to us.
- 8.1.3 In respect of any payments or transfers we carry out for you once you have paid Funds into your Account or acquired them via the Platform:
- (a) when you instruct us to make a transfer of Funds we will transfer the full amount you instruct us to transfer and deduct any fees from the balance on the Account. If there is insufficient E-Money or Cryptocurrency in the Account to make the payment/transfer and pay any fees related to it, we will not make the payment/transfer and will not deduct the fee. We will tell you that we have not made the payment/transfer and why;
 - (b) we can deduct our charges from an Electronic Payment/Cryptocurrency transfer received into your Account, if the full amount of the Electronic Payment/Cryptocurrency transfer and the charges are clear in the information we give you about the payment/transfer; and
 - (c) if you:
 - (i) do not notify us in accordance with Clause 19 of these General Terms, where to transfer your then existing balance when you close your Account (and in

the case of E-Money only if EPS continue to hold the balance more than one year after you close your Account), or

- (ii) your Account is inactive for more than 12 months,

then we shall charge a monthly fee for administering your account as set out in our list of charges in the Fees Schedule.

8.1.4 We do not have to provide any service at the wrong (lower) price shown in error on the Fees Schedule, if the pricing error is obvious and clear and could have reasonably been recognised as an error.

8.1.5 Save as required by any applicable Law, we have no obligation whatsoever to any taxation or similar authority in respect of any taxation or other similar duty or levy payable in relation to your Account. It is your obligation to pay all taxation, duties and levies that are payable by it in respect of your Account and the payments and transfers you instruct us to carry out.

9 Trading Services fees

You shall pay DSX such fees, charges and commissions as mentioned in this Clause and the Fees Schedule. You shall be solely responsible for all taxes, levies or charges imposed by any governmental authority of any kind whatsoever with respect to your trading and/or the Fees paid or owing by you with respect to the Spot Transactions executed through the Platform.

(a) You will not incur a spread charge with us.

(b) The charges DSX make are as follows:

- (i) Commission. When you enter into a Spot Transaction (or if DSX cancel an Order or a Spot Transaction in accordance with DSX's rights under this Agreement), you will pay to DSX a commission equal to a percentage of the Spot Transaction price you pay or receive (if you are the seller, the commission will be in the base currency of the Spot Transaction and if you are the buyer, the commission will be in the trade currency of the Spot Transaction). DSX's commission rates applicable from time to time are available on the Platform. We reserve the right to charge a minimum commission for any Spot Transaction.

- (A) DSX may from time to time share a proportion of the commission DSX charge you with third parties, including, without limitation, persons or firms DSX appoint to effect introductions of potential clients to us. Further details of such arrangements are available from DSX upon request.

- (B) The rates that DSX charge are subject to change. We shall notify you of any changes to the rates by making changes on the Platform as soon as reasonably practicable, or, if you benefit from a bespoke package, by notifying you directly. Any changes to the rates will be effective immediately and will apply on any open Orders, as well as to any future Orders.

- (C) DSX shall debit your Account with the commission payable by you upon you entering into a Spot Transaction.

- (ii) **Financing Charges.** Financing charges may apply to your Spot Transactions. An explanation as to the circumstances when such financing charges may arise is set out in the Trading Manual. If applicable, these charges will result in a debit or credit being made to your Account at the time the charge becomes effective. For example, you may be charged a fee for paying and withdrawing Funds to and from your Account.
- (iii) **Data feed charge.** We reserve the right to levy a reasonable charge to reflect DSX's costs in making real time prices available to you on your Account if you repeatedly access your Account over an extended period without placing any Orders or executing any Spot Transactions.

10 Your right to cancel

- 10.1 If you are a Consumer, you have a legal right to cancel the Agreement up to 14 days after we open your Account, without charge – this 14 day period is known as the **Cooling-Off Period**. Contact us by email set out in Clause 19 of these General Terms if you wish to do so. Your E-Money will be refunded within 3 to 5 Business Days to a bank account in your name designated by you after we have carried out any necessary checks (e.g. for anti-money laundering reasons).

11 Suspension

- 11.1 If we:
- (a) have not been provided with any information that we have requested under Clause 4 of these General Terms or the information or documentation provided is not satisfactory in our reasonable opinion;
 - (b) reasonably believe that you are in breach of this Agreement;
 - (c) reasonably believe that your activities can cause damage to our goodwill or reputation;
 - (d) have a reasonable belief that you are using the Platform for a different purpose than that notified to us by you;
 - (e) detect or have reasonable suspicion of security breaches or fraudulent or criminal activity concerning the use of the Platform; or
 - (f) are required to do so, or have a reasonable belief we are required to do so, by Law or in a situation of Force Majeure as described in Clause 16 of these General Terms.

we may:

- (g) decline your application to use the Platform;
- (h) suspend your use of the Platform;
- (i) withhold Funds from you or restrict your access to Funds;
- (j) refuse to make payments from your Account to a third party; and/or
- (k) do anything else we reasonably consider necessary.

- 11.2 We will inform you of any such actions we take, unless we have a reasonable belief that we are prevented from doing so by Law.
- 11.3 Additionally, DSX may at its own discretion restrict your access to, or impose limits on or suspend your use of, the Platform (including your capacity to place Orders and to enter into Spot Transactions), either generally or in respect of specific Currency Pairs or Spot Transactions, or discontinue transmitting any data or other information, or refuse to enter into, facilitate or process any or all Spot Transactions, or suspend your use of the Platform in relation to Payment Transactions, for such time as DSX shall in its reasonable discretion consider necessary or desirable. DSX's may do so for any or all of the following reasons:
- (a) full or partial Platform failure, including failure of any of the technology constituting the Platform or any of the communications links within the Platform or between the Platform and any other person, entity or counterparty, or any other circumstance where DSX considers in its reasonable discretion that it is not practicable for DSX to provide the Platform;
 - (b) a breach by you of your obligations under this Agreement; or
 - (c) if market conditions generally, or conditions with respect to a particular Currency Pair or currency, render it necessary or desirable, in DSX's sole discretion, to do so.
- 11.4 You acknowledge and agree that neither DSX nor any DSX Party shall be responsible for monitoring the Platform nor owe you any duty of care or liability in relation to the circumstances set out in Clause 11.3 of these General Terms, except in the event of the gross negligence or wilful misconduct with respect thereto.
- 11.5 You agree that:
- (a) it shall be a material breach of this Agreement to evade, or attempt to evade, any suspension, restriction or limitation imposed under this Agreement (including under this Clause);
 - (b) DSX shall not at any time be obligated to take any action permitted under this Clause; and
 - (c) in the event that any of the circumstances enumerated in Clause 11.3 of these General Terms occurs at any time, DSX may cancel a Spot Transaction previously executed by you through the Platform so long as DSX immediately notifies you of any such cancellation.

12 Termination

- 12.1 You may end this Agreement and stop your access to the Platform, for any reason or without reason, by giving us one month's written notice by email as set out in Clause 19 of these General Terms.
- 12.2 We may end this Agreement and stop your access to the Platform, for any reason or without reason, by giving you two months prior written notice (or if you are a Corporate user, reasonable prior written notice). We will give you written notice to the last postal address or email address, as the case may be, that you have given to us.

- 12.3 You may not use your Account after you have given us notice of termination. However, we will carry out any instructions in accordance with this Agreement that you have given us in relation to the Account prior to our having received your notice.
- 12.4 When you give us termination notice you will not be entitled to a refund of any Transactions you have made or of any fees or costs that you may have incurred on the Account, which are then due and payable by you. We may deduct these fees from the balance on your Account. We will close your Account after all amounts have been paid by you or deducted by us. We will transfer any balance remaining on your Account to the most recent account details you have given us. Any of your or our rights or liabilities which have accrued prior to the termination shall continue until fully discharged by the relevant party, save for any rights or liabilities which are expressed to continue after this Agreement ends.
- 12.5 You have the right to request reimbursement of your E-Money at any time. Email us as set out in Clause 19 of these General Terms if you wish to do so. Your E-Money will be refunded within 3 to 5 Business Days to a bank account in your name designated by you after we have carried out any necessary checks (e.g. for anti-money laundering reasons). Any fee charged for reimbursement will be set out in the Fees Schedule.
- 12.6 You shall ensure that, as at the date of termination, you have no pending Transactions or open Orders.
- 12.7 You agree that:
- (a) termination of this Agreement shall not affect your obligations to DSX under the Platform Policies and Procedures and/or with respect to any Order or Transaction whether pending, closed or open at the time of termination, nor shall it affect any obligation or liability previously incurred by you;
 - (b) termination of this Agreement shall not affect any of your or our rights, liabilities or obligations incurred prior to the date of such termination and without limitation of the foregoing it shall not affect any obligation or liability with respect to any deficit balance relating to any Order or Transaction or to any Fees; and
 - (c) upon termination of this Agreement: (A) your licence to access and use the Platform shall automatically and immediately terminate and you shall (and shall procure all your Representatives shall) immediately cease accessing and/or using the Platform and destroy all Access Codes then in your (or their) possession or control; (B) you shall immediately pay any outstanding Fees, or other sums that you owe us under this Agreement or otherwise in connection with your use of the Platform or any Transactions entered into using it; (C) and you shall return or destroy (at our sole option) all Confidential Information in your possession or control.

13 Amendments

- 13.1 We may amend this Agreement from time to time for any of the following reasons:
- (a) if we reasonably consider that the change is to your advantage, or that the change makes this Agreement easier to understand or fairer to you, and there is no increased cost to you;
 - (b) to reflect:

- (i) improvements in the Platform;
- (ii) the introduction of a new service or the replacement of existing services with new one(s);
- (iii) the cost of providing the Platform to you;
- (iv) the withdrawal of a service, or part of a service; or
- (c) to enable us to make reasonable changes to the way we provide use of the Platform to you where we are required to do so by Law.

13.2 Where an amendment is more favourable to you we may make it immediately and without giving you prior notice.

13.3 Where the amendment is not favourable to you, we will provide you with notice of that amendment at least 2 months before the change is due to take effect. We may make any such proposed change and will consider that you have accepted it, unless you tell us to terminate this Agreement immediately and without charge before the date on which the proposed change takes effect, with the effects described in Clause 12 of these General Terms. These amendments will be posted on the Website and emailed or communicated to you at the last email address or other form of contact you provided to us. You should check the Website regularly.

14 Limits to our liability

14.1 Subject to Clause 14.7 of these General Terms, and without prejudice to our obligation to use reasonable skill and care in providing you with use of the Platform and performing related services, you understand and agree that the Platform, the Website, their components, interfaces, any related equipment, any documentation, the data and other materials and the existing technology comprised in them (together the **Service Infrastructure**) are provided on an "as is" and "as available" basis. SAVE AS EXPRESSLY SET OUT IN THIS AGREEMENT, WE DO NOT WARRANT OR REPRESENT (AND EXCLUDE ALL WARRANTIES AND REPRESENTATIONS):

- (a) that the Service Infrastructure is error-free;
- (b) the timeliness of the payments, and transactions performed using the Platform;
- (c) the accuracy or completeness of any of the data or other information on the Platform;
- (d) the results to be attained by you from access to or use of the Platform;
- (e) that the Service Infrastructure does not infringe third party intellectual property rights;
- (f) that a Transaction will be completed or that Funds in your Account will remain secure and available at all times.

Without prejudice to the foregoing, you hereby acknowledge that, to the extent that a DSX Party, EPS or any third party technology provider has made any warranties or representations to you, you have not relied upon them, except for those specifically set forth in this Agreement.

- 14.2 Save as expressly set out in this Agreement, none of the DSX Parties, EPS or any third-party technology provider makes (and we hereby exclude) any warranty of any kind, whether express or implied, including any warranties of fitness for a particular purpose, non-infringement or any warranty arising from a course of performance, a course of dealing or trade usage.
- 14.3 You acknowledge that certain software and equipment used by you may not be capable of supporting certain features of the Platform.
- 14.4 Neither EPS nor any of the DSX Parties shall have any liability to you in connection with the failure by any other person to perform any Transaction executed through the Platform or the failure of any other person to comply with the Platform Policies and Procedures or its agreements with EPS or DSX, including but not limited to agreements regarding access to, or use of, the Platform.
- 14.5 Subject to Clause 14.7 of these General Terms, if, in providing the Account, we fail to comply with this Agreement or if we are negligent or in breach of our statutory or other duties, the aggregate liability of EPS and the DSX Parties together to you and your affiliates in any calendar year shall not exceed:
- (a) the total amount of fees you paid us during that year for your Account or £25,000 (twenty-five thousand British Pounds), whichever is less; and
 - (b) (if you are contracting as a Consumer) and only as regards our payment services, any losses you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a reasonably foreseeable consequence of such failure.
- 14.6 Subject to Clause 14.7 of these General Terms, neither EPS nor DSX Party shall have any liability for any indirect, incidental, punitive, special or consequential damages or, whether direct, consequential or indirect, any:
- (a) loss of profits;
 - (b) loss of revenue;
 - (c) lost data;
 - (d) loss of use of the Platform;
 - (e) business interruption;
 - (f) loss of business, reputation or goodwill;
 - (g) loss of anticipated savings;
 - (h) waste of management or office time;
 - (i) costs of substitute services;
 - (j) downtime costs,

in each case, suffered by you, your affiliates and any other person as a result of, or arising in connection with, this Agreement, even if you, your affiliate or such other person had previously been advised of the possibility of such loss arising.

14.7 We do not exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation by us;
- (c) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

15 Your representations and warranties to us

15.1 As of the date you enter into this Agreement, and as of the date of each Transaction, you represent and warrant to us and agree for our benefit, our affiliates and any respective Representatives that:

- (a) You have read all the documents supplied to you in connection with the Account.
- (b) The execution (by electronic acceptance or other means via the Platform or email) of this Agreement and all Transactions contemplated hereunder and performance of all obligations contemplated under this Agreement have been duly authorized by all necessary action by you.
- (c) Each person executing this Agreement (or authorised to accept its terms electronically or otherwise) and entering into each Transaction hereunder on your behalf has been duly authorised to do so.
- (d) All information provided by you to us at any time, including but not limited to the information provided in your Account application form, is in all material respects true, accurate and not misleading.
- (e) This Agreement and each Transaction hereunder constitutes a legal, valid and binding obligation on you, enforceable against you in accordance with its terms.
- (f) Execution by you of this Agreement and entering into each Transaction contemplated hereunder, and performance of all of your obligations contemplated under this Agreement and your use of the Account including entering into each Transaction contemplated hereunder, will not violate any Law applicable to you.
- (g) You are able to make or take delivery (as applicable) of the full amount of currency required to be delivered under each Transaction in accordance with the terms of such Transaction.
- (h) You have obtained, and will comply with the terms and conditions of, all licences, consents, registrations, authorisations, recognitions, exemptions and memberships necessary for the conduct of your business and the use of the Account hereunder, including the entering into of Transactions with DSX through the Platform.
- (i) You understand how the Platform operates and the nature of the risks involved. If you are unsure of these things, you should not apply to open an Account or commence trading with us.

- (j) You possess the sophistication, expertise and knowledge necessary to make informed decisions in respect of Spot Transactions on the Platform and you will not rely on any communication or statement (written or oral) by DSX as investment advice or as a recommendation to enter into any Spot Transaction.
- (k) You will exercise your own prudence, judgement and discretion in determining whether to enter into a Spot Transaction or otherwise transact on the Platform.
- (l) You are (or the person accessing the Platform is) acting as principal and not on behalf of any third party.

16 Complaints procedure

- 16.1 If you wish to make a complaint against us, you should advise us of the complaint immediately by using the internal ticket system or contacting us by email to complaints@dsx.uk or in writing as set out in Clause 19 of these General Terms.
- 16.2 In order to allow us to investigate your complaint promptly and effectively, please provide us with full details of the circumstances giving rise to your complaint including, if applicable, details of the time and date of any relevant actual or purported Order or Transaction. We reserve the right not to commence investigations until such details are provided. We will investigate the complaint promptly and fully.
- 16.3 If your complaint relates to a working Order DSX reserve the right to cancel the Order if DSX believe, acting reasonably at all times, this is desirable in order to limit the loss that potentially could arise if the working Order is filled at a future date. We shall not be liable to you for any loss you may suffer as a result of us taking such action. Any working Orders that are cancelled by us in an attempt to mitigate future loss will not affect your rights to pursue your complaint and to claim for any loss suffered prior to cancellation or closure.
- 16.4 You will be liable for any loss that may occur in the future relating to the working Order that is the subject of your complaint unless DSX or a court determine otherwise, and to this end you are strongly recommended to give consideration to cancelling yourself any working Orders to which your complaint is directed in order to limit the loss that potentially could arise if the working Order is filled at a later date.
- 16.5 We are not covered by the Financial Services Compensation Scheme.
- 16.6 All complaints will be investigated in accordance with our Complaints Policy.
- 16.7 If you complain and we do not resolve your complaint to your satisfaction, you may also be able to refer your complaint to the Financial Ombudsman Service <http://www.financial-ombudsman.org.uk/> You can contact them by telephone on 0300 123 9 123 or 0800 023 4567 Monday to Friday – 8am to 8pm Saturday – 9am to 1pm or email: complaint.info@financial-ombudsman.org.uk.

17 Intellectual property rights

- 17.1 You acknowledge and agree that we are the sole owner (except to the extent owned by third-party licensors (including any Third party technology providers)), of all rights, title and interest in and to the IP Rights. You shall not obtain any rights in or to the IP Rights, except for those limited access rights licensed to you by us under this Agreement. You shall take all steps necessary to maintain the confidentiality of all documents and material provided by us or any

of our third-party providers (including any third party technology providers) with respect to the Platform and each component thereof.

- 17.2 You shall not: (i) alter, maintain, enhance or otherwise modify the Platform; (ii) disassemble, decompile, reverse-engineer, copy, bug fix, correct, update, transfer, distribute, make available, publish, broadcast, adapt or create derivative works based on the Platform; nor (iii) otherwise take express action to discover the equivalent of the Platform.
- 17.3 In this Clause **IP Rights** means all rights in and to: (i) the Platform (and each component thereof); (ii) any and all of the data and other information accessible from or generated by or through the Platform and/or otherwise provided to you by us; and/or (iii) all modifications, including custom modifications, whether made by or with the assistance of you or any other person or entity, to any of (i) and (ii), including in each case all patents, utility models, trade and service marks, rights in designs, get-up, trade, business or domain names, copyrights (whether registered or not and any applications to register or rights to apply for registration of any of the foregoing), rights in inventions, look and feel, software (front- and back-end), know-how, techniques, methodologies, trade secrets and other confidential information, rights in databases and all other intellectual property rights and proprietary rights of a similar or corresponding character which may now or in the future subsist in any part of the world and any rights to receive any remuneration in respect of such rights.

18 Force majeure

Any delay in or failure of performance of our obligations under this Agreement, will not be considered a breach of this Agreement and will be excused to the extent that such delay or failure is caused by, or occurs in connection with, any event beyond our reasonable control including government restrictions, exchange or market rulings, suspension of trading, war (whether declared or undeclared), terrorist acts, insurrection, riots or civil unrest, fires, flooding, strikes or other labour disputes, failure of utility services, accidents, adverse weather or other events of nature, acts of God, market conditions or any failure, delay or interruption to any communications network, data processing system, or computer system and we shall not be liable to you for any loss, liability, claim, damage or expense resulting, either directly or indirectly, from any such event.

19 Notices

- 19.1 Notices and other communications required to be given or made under or in connection with this Agreement or the matters contemplated by this Agreement shall be in writing and shall be personally delivered or sent by email or prepaid first class post (air mail if posted to or from a place outside the United Kingdom) as follows:

- (a) in the case of notices to DSX, to 24 Savile Row, London, United Kingdom, W1S 2ES;
- (b) in the case of notices to EPS, to 24 Savile Row, London, United Kingdom, W1S 2ES;
- (c) in the case of notices to you, to your current address as reflected in our records (you shall notify DSX immediately of any change in your address by e-mail to support@dsx.uk),

and shall be deemed to have been duly given or made as follows:

- (d) if personally delivered, upon delivery at the address of the relevant party;

- (e) if sent by first class post, two Business Days after the date of posting;
- (f) if sent by air mail, five Business Days after the date of posting; or
- (g) if sent by email, on the day the email was sent,

provided that if, in accordance with the above provision, any such notice, demand or other communication would otherwise be deemed to be given or made after 5.00 p.m. local time at the place of receipt, such notice, demand or other communication shall be deemed to be given or made at 9.00 a.m. on the next Business Day.

- 19.2 We may provide to you through the Platform information, notifications and confirmations with respect to Orders, Transactions, functionality and its or their use. Such information, notifications and confirmations will be deemed to have been received by you as soon as they are available for you to access through the Platform.

20 Your personal information

- 20.1 We collect and retain information about you so that we can operate the Account. We may use third parties to process your personal information on our behalf.
- 20.2 We and our affiliates are committed to maintaining your personal data in accordance with legal requirements relating to the collection, storage and use of personal data. Except as required by law, or in accordance with this Agreement and/or our Privacy Policy available [here](#), your personal information will not be passed to anyone without your permission. By accepting this Agreement you so agree to the terms of our Privacy Policy. You should print and keep a copy of our Privacy Policy together with this Agreement. You can email us at our contact details below to request a hard copy of the Privacy Policy to be sent to you by post.
- 20.3 If we suspect that we have been given false or inaccurate information, we may record and retain such suspicion together with any other relevant information.
- 20.4 If we receive false or inaccurate information, and we identify or reasonably suspect any fraud or other illegal activities, then we will pass details to fraud prevention agencies and/or other relevant agencies to prevent fraud, money laundering and other illegal activities.
- 20.5 We may check all personal information you give us with fraud prevention agencies and other organisations, and we may obtain information about you from credit reference agencies to verify your identity. A record of such enquiries may be left on your files with such third party organisations and agencies and also held by us.
- 20.6 We will not share or sell information about you except to our Representatives as required in the ordinary course of our business, including, but not limited to, our banking or credit relationships. We may also disclose to any governmental authority or otherwise as required by Law information regarding you, your Account and your Orders and Transactions.
- 20.7 You acknowledge and agree that DSX is the owner of the aggregate data regarding your trading activity and/or other information about your trading provided by you to the Platform or to DSX, and that DSX shall be permitted to manipulate, use, license and sublicense that data and information, in its sole discretion, provided that DSX in good faith considers that any such disclosure not likely identify you to a third-party viewer as the source of any specific trading data.

- 20.8 You acknowledge and agree that any and all telephone conversations and other communications between you and our Representatives, including our technical support desk may, at our sole discretion be recorded electronically with or without the use of an automatic tone warning device. You further agree to the use of such recordings and any transcripts thereof as evidence in connection with any dispute or proceeding that may arise in relation to any matter arising under or in relation to this Agreement or any Order or Transaction.

21 Confidentiality

You agree that you will hold all Confidential Information in strict confidence and not disclose, either in written or verbal form, to any person or entity unless required by Law. The duties in this Clause do not apply to Confidential Information that is: (i) lawfully within your possession prior to entering into this Agreement; (ii) voluntarily disclosed to you by a third party so long as that party does not breach any obligation not to reveal such information; (iii) voluntarily disclosed to the public by us or (iv) already generally known to the public.

22 Assignment

- 22.1 Your obligations under this Agreement are personal to you. You shall not assign this Agreement in any manner without our prior written consent, and any purported assignment in contravention of this Clause shall be null and void.
- 22.2 This Agreement, including all authorisations, shall inure to our benefit and that of our successors and assigns, whether by merger, consolidation, or otherwise. We may assign or transfer our rights or obligations under this Agreement, either in whole or in part, to anyone if they:
- (a) hold all regulatory approvals necessary to perform the services under this Agreement; and
 - (b) agree not to reduce your rights and the level of services set out in these Terms.

23 Severability

- 23.1 If and to the extent that an applicable law is inconsistent with these Terms in a way that would otherwise have the effect of making a provision in these Terms:
- (a) illegal, void or unenforceable; or
 - (b) contravene a requirement of that law or impose an obligation or liability which is prohibited by that law,

then the law overrides these Terms to the extent of the inconsistency, and these Terms is to be read as if that provision were varied to the extent necessary to comply with that law and avoid that effect (or, if necessary, that provision be omitted) and the remainder of these Terms will stand and be read as if that part were not included.

- 23.2 If any term of these Terms is invalid, unenforceable or illegal in a jurisdiction, that term is read as varied or severed (as the case requires) only for that jurisdiction and the remainder of these Terms will stand and be read as if that part were not included.

24 Third party rights

The parties acknowledge and agree that each of our affiliates and third party technology providers is given rights or benefits under these Terms and that each of them shall be entitled to enforce those rights or benefits against the parties in accordance with the Contracts (Rights of Third Parties) Act 1999. Save as provided in the foregoing sentence of this Clause, the operation of the Contracts (Rights of Third Parties) Act 1999 is hereby excluded. The parties may, unless expressly stated otherwise, amend, vary or terminate these Terms in such a way as may affect any rights or benefits of any third party technology provider which are directly enforceable against the parties under the Contracts (Rights of Third Parties) Act 1999 without the consent of such affiliate or third party technology provider.

25 No waiver

A waiver of any term, provision or condition of, or consent granted under, these Terms shall be effective only if given in writing and signed by the waiving or consenting party and then only in the instance and for the purpose for which it is given. No failure or delay on our part in exercising any right, power or privilege under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by Law.

26 Governing law and jurisdiction

These Terms (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to these Terms or its formation, termination or performance including any non-contractual obligations arising out of or in relation to these Terms) shall be governed by and construed in accordance with English law. Each party to these Terms irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in any way relate to these Terms or its formation, termination or performance and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

Schedule A. Payment Services Terms

1 Funding your Account

- 26.1 Your Account can be funded from multiple sources (as specified on the Website) and multiple currencies (as specified on the Website), and from which Funds can be used to buy and sell Cryptocurrencies and make related fee and commission payments and transfers to bank accounts in your name and (subject to availability as published on the Website) to fund Payment Cards, or be transferred to other DSX customer accounts and accounts of third parties. When you send us monetary value for payment into your Account in a currency other than € or US\$ or such other currencies as we specify on the Website, we will convert that amount into € or US\$ or such other currencies upon receiving them at the conversion rates provided by our bank and over which we have no control. Therefore you should only send us € or US\$ or such other currencies as we specify on the Website arranging your own currency conversion as necessary if you wish to know conversion and commission rates in advance. Transfers out of the Account to other accounts in your name and (if applicable) accounts of third parties or to fund Payment Cards can be made only in € or US\$ or such other currencies as we specify on the Website.
- 26.2 You can fund your Account with Funds in the ways set out in the Funding Channels List. To set up your Account with us you must place in your Account E-Money in an Approved Currency designated by you. Thereafter, subject to your trading activity, the Account is capable of holding multiple currencies (fiat and Cryptocurrency).
- 26.3 You can:
- (a) make Payment Transactions in Approved Currencies that are different to those you hold at that time in your Account; and
 - (b) receive payments in any Funding Currencies.
- To make a Payment Transaction in a currency that is different to the currency you hold in your Account you must agree to convert Funds into that different Approved Currency before you make the Payment Transaction. Please see the terms on converting to an Approved Currency at Clause **below** of this Schedule A Payment Services Terms.
- 26.4 Our records show the amount of each of our customers' Funds in their Account. We will tell you the account number for your Account. You will need to use your Access Codes in order to check the balance on your Account via the Website.
- 26.5 We may refuse to accept Funds you want to transfer to your Account:
- (a) until we have completed our Know your Customer requirements; or
 - (b) if we have any other legal or regulatory obligation to decline to accept the Funds; or
 - (c) if such a receipt of Funds would breach this Agreement.
- 26.6 Funds you want to transfer to your Account must be in a Funding Currency and be in a form, and come from a source specified on the Funding Channels List.
- 26.7 E-Money can only be held in your Account in an Approved Currency. If we receive E-Money from you which you want to pay into your Account in a Funding Currency that is not an Approved Currency, our bank will immediately following receipt of that payment convert it

from the Funding Currency into the Approved Currency indicated by you or to Euros € as the default before we pay it into your Account. The conversion rate will be the rate used by our bank over which we have no control. Therefore you should only send us an Approved Currency arranging your own currency conversion as necessary if you wish to know conversion rates in advance. When you wish to make a Payment Transaction from your Account this must be in an Approved Currency. If you make a Payment Transaction in an Approved Currency other than that of your Account, the Platform will show you the live conversion rate for the Approved Currency you have chosen and it will ask you to consent to this before the conversion is carried out. When you receive Funds, we deduct and keep any fees you have agreed to pay and credit the balance (net of any bank conversion rate referred to above) onto your Account. You are then able to make a payment from your Account in the usual way.

- 26.8 We will keep reasonable records of the Funds you hold in your Account and of your Transactions using your Account.
- 26.9 Once we have credited Funds to your Account, they will be refunded to you only as set out in Clause 12 of these General Terms and the Refund Policy.

2 Payment card services

- 26.10 If available, as published on the Website, you can ask DSX to transfer E-Money from your Account onto your Payment Card using the Platform. You can use your Payment Card to buy goods and services in accordance with the Payment Card's terms and conditions.
- 26.11 Where DSX do make this service available, you must use your Payment Card in accordance with the current terms and conditions of the Payment Card Issuer.
- 26.12 If you have a Payment Card, the fees charged by the Payment Card Issuer to use the Payment Card are separate from and in addition to our charges for the use of the Account.

3 Payment Services

- 26.13 You may:
- (a) receive electronic monetary value into your Account by making transfers to it in accordance with this Agreement from your other payment accounts or by transferring E-Money from your E-Money accounts or e-wallets to your Account. You can do this from your bank account(s) or from e-wallets. However, we may increase the Account functionality in this regard, so please check the Website and the Funding Channels List for details;
 - (b) tell DSX to make Electronic Payments from your Account to other recipients that accept E-Money. This includes other payment and E-Money accounts of yours (i.e. your bank account(s) and e-wallets). If applicable, as published on the Website, you may also be able to make such payments to such accounts of third parties, as and when the Account functionality is available as published on the Website);
 - (c) receive Cryptocurrencies (as specified on the Website) into your Account from your other Cryptocurrency accounts and other third party accounts;
 - (d) tell us to make payments of Cryptocurrencies (as specified on the Website) from your Account to other recipients that accept Cryptocurrencies. This means other Cryptocurrency accounts of yours. If applicable, as published on the Website, you

may also be able to make such payments to such accounts of third parties, as and when the Account functionality is available as published on the Website).

- 26.14 You may only tell us to transfer E-Money or Cryptocurrencies from the balance available in your Account. There is no overdraft facility available on the Account. So you must check the Account balance to make sure you have enough E-Money or Cryptocurrency in your Account to make the Payment Transaction and to pay the costs we charge you for doing so before you tell us to make a payment. You may access details of the available E-Money and Cryptocurrency you hold in your Account via the Platform.
- 26.15 When you make an Electronic Payment from your Account, we will provide you with the following information:
- (a) how long it will take us to make the payment. For Euro Electronic Payments within the EEA this will be by close of business on the Business Day following the day when your instructions were received. For other Electronic Payments we will tell you the longest time we expect it to take us to do this which may be up to 7 Business Days unless it involves a currency of an EEA member state and is to be executed wholly within the EEA when it may take us no longer than the end of the fourth Business Day following the time of receipt of your payment instructions;
 - (b) any charges you pay to make the payment; and
 - (c) where applicable, a breakdown of the amounts that make up this charge.
- 26.16 As soon as reasonably practicable after we have made a Payment Transaction from your Account we will supply you with:
- (a) a reference to identify the payment and payee;
 - (b) the amount in the currency in which we made the payment from your Account; and
 - (c) the charges you pay to make the payment with a breakdown of the amounts we charged, if applicable.
- 26.17 As soon as reasonably practicable after we receive a payment into your Account we will supply you with:
- (a) a reference so you can identify the payment and payer and any information that was transferred with the payment;
 - (b) the amount of the payment which we credit into your Account; and
 - (c) the charges you pay to receive the payment with a breakdown of the amount charged, if applicable.
- 26.18 We will always make payments in an Approved Currency from, or receive payments in a Funding Currency into, your Account. Where a payment is not in an Approved Currency we will convert the amount into that other currency before the payment leaves your Account or our bank will convert the payment to be received by you into an Approved Currency before we pay it to your Account in accordance with Clause 26.7 of this Schedule A Payment Services Terms. We will always tell you the exchange rate and any conversion charges we will use, and obtain your consent, before we convert the currency.

- 26.19 If an Electronic Payment you make or receive into your Account does not involve any currency conversion then:
- (a) where you make a Payment Transaction, you will pay our charges (if any) and the recipient pays any charges imposed on it by its service provider; and
 - (b) where you are the recipient, you will pay our charges (if any) and the person paying you will pay its service provider's charges.
- 26.20 We will consider any instruction for a payment to be authorised by you once you have given us consent to carry it out. You consent to making a payment by following the on-screen prompts when using the Platform. Once we have received confirmation of your payment instruction ordinarily you cannot withdraw it unless we agree or unless the payment instruction is to make a payment on a specified future date. If we make this function available on the Platform, and you instruct us to carry out a payment on a specific day, then we treat the time of receipt of the instruction as being on that specified day. For payments on a specified future date, unless you are a Corporate user, you can revoke the payment instruction up until the end of the Business Day preceding the day that you instructed us to make the payment on unless we agree to revoke it later. For Corporate users, to revoke a payment on a specified future date, we have to specifically agree to this. Our charges for revocation of a payment instruction are set out in the Fees Schedule.
- 26.21 We may limit the value and/or the number of transfers of Funds you instruct us to make into or out of your Account. We may change such limits from time to time, on written notice posted to the Website.
- 26.22 You acknowledge that funds received into your Account may be reversed. You agree that we may reverse a Payment Transaction if the payer or the payer's bank or payment service provider has charged back or otherwise reversed (or is reasonably likely to chargeback or otherwise reverse) a payment which was used to fund the payment to you. We may also reverse a payment made into your Account if it was erroneously made due to an error. Before reversing the payment, we may restrict your access to your Account whilst the reverse is effected.

27 Your obligations

- 27.1 When using the Platform, you must:
- (a) comply with the instructions for use on the Platform and in any operational or user documentation that we may make available to you;
 - (b) check that the instructions you give us to make a payment are accurate and correct;
 - (c) only use the Platform for the purposes listed in your application to use the Platform;
 - (d) only use the Platform for your own purposes, and not for the purposes of any third party;
 - (e) not use the Platform in connection with any industry or activity set out in our prohibited activity list, which we may notify to you from time to time;
 - (f) not use the Platform in any unlawful way or for money laundering, tax evasion or for any other unlawful purpose;

- (g) answer any question we reasonably ask in connection with your use of the Platform, including without limitation any question we may ask in order to validate a Payment Transaction, the identity of the payer or recipient or the reason for the Payment Transaction;
- (h) comply with any obligations you may have under applicable law or regulation to pay and report all taxes payable by you on any Funds paid into your Account to the applicable authorities;
- (i) not attempt to access any information held in the Platform without our authorisation; and
- (j) not introduce any viruses or harmful code to the Platform.

27.2 You must pay for any costs or losses we suffer as a result of claims anyone else brings against us (which include but are not restricted to (if applicable) the Payment Card Issuer) arising from any:

- (a) failure by you to comply with Clause 27.1 of this Schedule A Payment Services Terms; and/or
- (b) inaccuracy in:
 - (i) any information you give us (including Know your Customer information);
 - (ii) use of the Platform; or
 - (iii) connection with your application for a Payment Card.

28 Unauthorised use of the Payment Services

28.1 You must:

- (a) treat the Funds held in your Account as carefully as you would treat cash in your wallet; and
- (b) from the time you receive them, take all reasonable steps to keep all your Access Codes safe and secure. To avoid your Access Codes being used by someone else you must treat them as confidential, so you must not disclose them to anyone else and you must not keep a written record of them which identifies them and how to use them. You must use your Access Codes in accordance with the instructions we give to you when we issue them to you and after that in relation to how we expect you to keep them and use them.

28.2 Use of the Payment Services by someone other than you may mean you lose some or all of the E-Money or Cryptocurrencies credited to your Account.

29 Liability for unauthorised Electronic Payments

29.1 If you believe that:

- (a) any Electronic Payment your Account was used for was:
 - (i) not authorised by you; or

- (ii) incorrectly posted to or from your Account; or
 - (iii) not carried out correctly by us; or
- (b)** we are liable for any charges as a result of not carrying out your instruction or carrying it out incorrectly,

then you must notify us without delay as soon as you become aware of it, but not later than 13 months (or if you are a Corporate user, not later than 5 Business Days) after the date of the unauthorised or incorrectly carried out Electronic Payment.

Unless you are a Corporate user, if we failed to provide you with information about an Electronic Payment as we are required to do (see Clauses 26.15 and above of this Schedule A Payment Services Terms) then you are entitled to redress as set out in Clauses 29.3, 30.4 and below of this Schedule A Payment Services Terms even if you failed to notify us as set out above.

- 29.2 If you deny that you authorised an Electronic Payment we carried out or if you claim we carried out an Electronic Payment incorrectly, unless you are a Corporate user, it is for us to prove that it was authorised or carried out correctly. Where you deny authorising an Electronic Payment we carried out, unless you are a Corporate user, the use of your Access Codes is not sufficient to prove either that you did authorise it or that you acted fraudulently or failed to comply with the requirements in Clause above of this Schedule A Payment Services Terms with respect to safekeeping of your Access Codes.
- 29.3 Provided that: (a) you have notified us of an unauthorised or incorrect Electronic Payment as required by Clause above of this Schedule A Payment Services Terms; and (b) if you are a Consumer, Micro-enterprise or Charity we cannot show that an Electronic Payment was authorised by you, or correctly carried out by us, as required by Clause above of this Schedule A Payment Services Terms; and (c) if you are a Corporate user, you can reasonably satisfy us that an Electronic Payment was not authorised by you or not correctly carried out by us; then we will refund the amount of the unauthorised Electronic Payment to your Account. We will, where applicable, restore the Account to the state it would have been in, if the unauthorised Electronic Payment had not taken place.
- 29.4 Unless we are satisfied that an Electronic Payment out of the Account was not authorised by you, you are responsible for all transactions that take place prior to when you tell us you suspect any Access Codes have been lost, stolen, misappropriated, used without authorisation or otherwise compromised.
- 29.5 Unless you are a Corporate user (in which case your liability is not limited) you must pay up to a maximum amount of £35 for any losses we suffer from an unauthorised Electronic Payment due to the use of lost or stolen Access Codes.
- 29.6 You must pay for all losses resulting from an unauthorised Electronic Payment where you acted fraudulently or intended or negligently failed to safeguard the Access Codes or did not notify us without delay in the way required in Clause 29.1 of this Schedule A Payment Services Terms, when you became aware they were lost, stolen or used without your authorisation.
- 29.7 Unless you acted fraudulently, you are not liable for any losses resulting from an unauthorised Electronic Payment:

- (a) after you notify us as required in Clause 29.1 of this Schedule A, Payment Services Terms;
- (b) if you could not notify us because we failed to provide you with the means at all times to tell us about Access Codes that have been lost, stolen, misappropriated, used without authorisation, or otherwise compromised; or
- (c) (unless you are a Corporate user) where you used the Account to buy goods or services at a distance, unless the law says you are liable for the loss.

30 Liability for incorrect payments

- 30.1 If we provide you with an Identifier and we and all the other service providers involved in making the payment carry out your instructions in accordance with the Identifier, then we are entitled to consider it was carried out correctly.
- 30.2 If you give us an incorrect Identifier, then we are not responsible for failing to carry the payment out or for carrying it out. We will make reasonable efforts to recover the E-Money. We may charge you a fee as set out in the Fees Schedule for doing this.
- 30.3 Please note that even if you give us information additional to the Identifier or to the information we asked for to make the payment, we are only responsible for carrying out the payment in accordance with the Identifier.
- 30.4 This Clause 30.4 does not apply if you are a Corporate user unless we agree to apply it. If you ask us to make an Electronic Payment, we are responsible for carrying it out and for doing so correctly unless we can demonstrate to you and, if relevant, the recipient's service provider, that the recipient received the payment. If you request it, we will try to trace the Electronic Payment. We will tell you the outcome of this. If the Electronic Payment was not carried out or it was carried out incorrectly, and we are responsible for this, we will refund the amount paid out and, where necessary, make any adjustments to the Account to restore it to how it would have been if the defective Electronic Payment had not taken place. We are not so responsible, however, if we refuse to make the Electronic Payment in the way set out in Clause **below** of this Schedule A Payment Services Terms.
- 30.5 This Clause 30.5 does not apply if you are a Corporate user unless we agree to apply it. We are responsible for any charges or interest you are required to pay as a result of us not carrying out your instructions to make Electronic Payment or doing so incorrectly.

31 When do we receive your instructions to make payments?

- 31.1 Unless there is a problem with the Platform, we will ordinarily receive your payment instruction at the time you confirm it. The on-screen prompts in the Platform will tell you how to confirm the Payment Transaction. If the payment instruction is to pay another account operated through our Platform (such as DSX's own account), we action it at the time we receive your instruction. If it is an instruction for a payment to a payment account operated by another service provider, then we will accept your instruction at the time you confirm it, but the time at which we will make the payment depends on the timeframe for doing so and the business hours of the other service provider – see Clause 26.15.1(a) of this Schedule A Payment Services Terms for further details.

32 What happens if we refuse to carry out an instruction you give?

- 32.1 If we refuse to carry out an instruction we will tell you (unless it would be unlawful for us to do so) by displaying a message on the Platform at the time we refuse to make the payment, and, if possible, we will tell you why. Where it is possible to rectify the reason for our refusal we will tell you how to remedy the issue.
- 32.2 We will treat a payment instruction which we refuse as not having been received by us, and this Agreement will therefore not apply to them.
- 32.3 We may not refuse to carry out your instruction if the Agreement has been satisfied, unless it is unlawful to carry out your instructions.

33 When are payments into your Account available for you to use?

- 33.1 Electronic Payment into your Account will be available for you to use on the same Business Day as we receive it.

34 Communicating with each other and changes to your contact details and account information

- 34.1 You must notify us by email or through the Platform as soon as possible of any changes to your name, postal address, telephone and email address so that our records are accurate, complete and up to date.
- 34.2 If applicable, you must separately tell the Payment Card Issuer about changes to your personal details of which the Payment Card Issuer requires notice.
- 34.3 We will not be liable for any losses arising out of your failure to update us of any changes to your details.
- 34.4 We may ask you at any time to confirm the accuracy of your information or to provide documents or other evidence to do so.
- 34.5 We will communicate with you primarily by email or by posting information to the Website or the Platform. It is your responsibility to ensure that you are able to receive and send emails, and have the required access to the Website. We may also communicate with you by post and telephone.
- 34.6 You can communicate with us using any of the ways for contacting us in the Notices clause in the General Terms and by using the Platform and the Website.

35 General

- 35.1 Except if you are a Consumer, a Micro-Enterprise or a Charity, you agree with EPS that Part 5 and Regulations 54(1), 55(3) and (4), 60, 62 to 64, 67 and 75 to 77 of the Payment Services Regulations are dis-applied.
- 35.2 Except if you are a Consumer, a Micro-Enterprise or a Charity, you agree with EPS that for the purposes of Regulation 59(1) of the Payment Services Regulations different time periods as set out in this Agreement shall apply.

35.3 Any delay or failure by us to exercise any right or remedy under this Agreement is not to be considered a waiver of that right or remedy and it will not stop us from exercising it at any subsequent time.

You are responsible for safeguarding your Account and all your current Access Codes relating to its use, until your Account has been closed, and all money due to us under this Agreement.

Schedule B. Trading Services Terms

1 Use of the Platform

35.4 Your access to, and your use of, the Platform is expressly subject to your compliance with:

- (a) these Terms; and
- (b) the Platform Policies and Procedures. The Platform Policies and Procedures are available to you, at any time through the Platform. DSX shall have the right, at any time, to amend the provisions of the Platform Policies and Procedures upon five (5) days prior notice to you; provided, however, that any amendment to the Platform Policies and Procedures may be made effective immediately, where appropriate in DSX's absolute discretion:
 - (i) to permit the Platform and/or DSX to comply with Law; or
 - (ii) to facilitate the continued and proper operation of the Platform without performance interruption or degradation.

35.5 You agree that you will not submit any Order or enter into any Spot Transaction through the Platform unless you have in place arrangements pursuant to which such Order or Spot Transaction can be performed, including but not limited to having sufficient Funds in your Account.

35.6 Subject to your compliance with this Agreement, you are granted a limited, revocable, non-exclusive, non-transferable licence to access and use the Platform during the term of this Agreement for purposes set out in, and in a manner consistent with, this Agreement.

35.7 You shall not alter, modify or manipulate the in any way the Data or any part of the Data. You shall not use any of the Data for any purpose other than in connection with trading through the Platform. You also shall not publish or redistribute any of the Data, or otherwise directly or indirectly provide any third party with access to any of the Data (or any data or information derived from the Data). In this Clause **Data** means all data and other information accessible from or generated by or through the Platform and/or otherwise provided to you by DSX hereunder, including, without limitation, information regarding bids, offers, pricing, spread, trading volume, block trades and liquidity.

35.8 You acknowledge and agree that the Spot Transactions you enter into through the Platform will be with DSX where DSX will engage in transactions in currency before, after or simultaneously with your entry of an Order or a Spot Transaction at different prices from those provided through the Platform.

35.9 You acknowledge and agree that the Spot Transactions you execute through the Platform will be subject to the Fee.

35.10 Dealings with you will be carried out by DSX on an execution-only basis. DSX will not give you investment advice on any aspect of your trading with us. DSX are not under any obligation to ensure your trading with DSX is suitable or to monitor or inform you as to the performance of any Order. You trade entirely at your own risk.

35.11 You will place Orders and enter into Spot Transactions on the Platform and transact with DSX as principal and not as agent for any person and you will be directly and personally responsible for performing your obligations under this Agreement, whether you are dealing

with DSX directly or through an agent. Notwithstanding any assertion that you act in connection with or on behalf of any other person, DSX will not accept that person as a client of Ours and DSX will accept no obligation or liability to them.

- 35.12 DSX will not provide you with any tax advice. You will be responsible at all times for the payment of all taxes due as a result of your trading with DSX and for providing any relevant tax authority with any information that is requested from you.
- 35.13 DSX reserve the right to require you to pay to us, or to reimburse DSX for, stamp duty or any other amounts which become payable as a result of any changes in the law which directly affect your trading with DSX and you hereby irrevocably authorise DSX to debit your Account for such amounts due and payable to DSX from time to time.
- 35.14 It is brought to your attention that you may be subject to taxes and costs that are not imposed by DSX or paid via us. It is your responsibility to ensure the payment of all taxes as they fall due.

36 Trading

- 36.1 You may submit an Order online via the Platform. DSX shall not accept and shall not be under any obligation to execute any Order submitted other than by these means. The Platform will be open for trading 24 hours a day other than in cases of emergency, suspension or for planned maintenance work (the **Trading Hours**). Outside the Trading Hours, the Platform may not be accessed by you, no Orders may be placed and no Spot Transaction will take place.
- 36.2 Where you have placed a buy Order and you subsequently place a sell Order in respect of the same Currency Pair (where the base currency on one Order is the same as the trading currency in the other):
- (a) where the buy Order is a limit order and the sell Order is a market order DSX will cancel the amount of any unfilled sell Order when the market price reaches the limit of the buy Order;
 - (b) where the buy Order is a market order and the sell Order is a limit order DSX will cancel the amount of any unfilled buy Order when the market price reaches the limit of the sell Order.
- 36.3 Where you have placed a sell Order and you subsequently place a buy Order in respect of the same Currency Pair (where the base currency on one Order is the same as the trading currency in the other):
- (a) where the sell Order is a limit order and the buy Order is a market order DSX will cancel the amount of any unfilled buy Order when the market price reaches the limit of the sell Order;
 - (b) where the sell Order is a market order and the buy Order is a limit order DSX will cancel the amount of any unfilled sell Order when the market price reaches the limit of the buy Order.
- 36.4 DSX shall not accept or execute an Order submitted by you unless your Account contains sufficient Funds to cover the Order that you wish to place and you are not otherwise in breach of this Agreement.

- 36.5 Subject to Clause 36.6 of this Schedule B Trading Services Terms, upon receipt and acceptance of your Order, DSX shall place in DSX's name an identical order on the Platform (**Our Back to Back Order**).
- 36.6 The prices on which you can trade with DSX will be the prices DSX obtain on the Platform for the Currency Pair that you wish to trade. In some circumstances, DSX may in its sole discretion obtain prices from brokers or other crossing networks and multilateral trading facilities that provide prices for relevant Currency Pairs (**Third Party Sources**).
- 36.7 Our Back to Back Order submitted to the Platform will mirror the Order that DSX have received from you. DSX cannot guarantee that DSX's Back to Back Order will be matched or filled in full on the Platform. DSX's ability to complete a Spot Transaction on your Account is dependent on DSX's ability to execute DSX's Back to Back Order on the Platform or obtain a price and match from a Third Party Source. It is only when DSX's Back to Back Order is matched or fully filled on the Platform or from a Third Party Source that your Order will be executed. Factors such as the quantity of your Order and liquidity available in the Currency Pair you wish to trade will impact whether our Back to Back Order can be executed. DSX shall confirm the details of each Order DSX receive and accept from you on the Platform. You may cancel any part of your Order so long as the corresponding part of our Back to Back Order that relates to the part of the Order you wish to cancel has not been matched or filled on the Platform or from a Third Party Source. Once DSX's Back to Back Order has been filled in full then you cannot cancel your Order.
- 36.8 Upon DSX's Back to Back Order being matched or filled in whole or in part on the Platform, this will give rise to a Back to Back Transaction in DSX's name on the Platform (**Our Back to Back Transaction**). Upon DSX's Back to Back Transaction being confirmed on the Platform, DSX shall enter this transaction in your Account at the same price and in the same size as DSX's Back to Back Transaction.
- 36.9 However, if DSX obtain a price from a Third Party Source, DSX shall enter into a trade with a third party offering that price (which shall also be a **Back to Back Transaction** for the purposes of this Agreement), and once DSX have done so, your Order will be executed and entered in your Account at the same price and in the same size as DSX's Back to Back Transaction.
- 36.10 The price of your Order will be the price at which DSX's Back to Back Transaction has been opened in whole or part on the Platform or with the Third Party Source (the **Opening Price**). DSX's Back to Back Orders may result in a number of Back to Back Transactions being executed to fill your Order in whole or in part. Where multiple Back to Back Transactions are executed to fill DSX's Back to Back Order, DSX will open multiple Orders with you to fill your Order and the Opening Price for each such trade may be different.
- 36.11 The price at which your Order transacts will be the price at which the Back to Back Transaction has been closed in whole or part on the Platform, or using a Third Party Source (the **Closing Price**). If DSX's Back to Back Transaction is closed in tranches you will receive the price that DSX receive from the Platform or from a Third Party Source for that part of DSX's Back to Back Transaction that is closed. It may therefore be the case that you receive multiple prices to complete a Spot Transaction.
- 36.12 Each Spot Transaction on your Account will be binding on you notwithstanding that by submitting an Order you may have exceeded any limit applicable to your trading with us.

- 36.13 Your attention is drawn to DSX's rights to suspend the Platform, correct errors or cancel any of your working Orders if your breach any of your obligations under this Agreement or the Platform Policies and Procedures.

37 Funding required

- 37.1 In order for DSX to accept an opening Order from you, your Available to Trade Balance will be required to contain sufficient resources to cover the settlement required for the Order that you wish to place (the **Funding Required**).
- (a) The Funding Required to place an buy Market Order (in base currency) is calculated by multiplying
 - (i) the amount of trade currency requested by
 - (ii) the maximum required (to collect specified volume) price on the order book shown in base currency.
 - (b) The Funding Required to place an buy Limit Order (in base currency) is calculated by multiplying
 - (i) the amount of trade currency requested by
 - (ii) the specified price in base currency.
 - (c) The Funding Required to place an sell Market Order (in trade currency) is calculated by multiplying:
 - (i) the amount of trade currency offered by
 - (ii) the maximum required (to collect specified volume) price on the order book shown in base currency.
 - (d) The Funding Required to place an sell Limit Order (in trade currency) is calculated by multiplying:
 - (i) the amount of trade currency offered by
 - (ii) the specified price in base currency.
- 37.2 Whilst an Order is open, the Funding Required will be calculated by multiplying
- (a) the amount of one currency requested by
 - (b) the prevailing bid price shown (**buy trades**) or ask price shown (**sell trades**) to complete that Spot Transaction. The Funding Required is not a fixed figure and will move in step with the prevailing bid and ask prices shown to complete the Spot Transaction.
- 37.3 Please note that all open Orders will impact your Available to Trade Balance based not on the total open Orders but the remainder of the open Orders.
- 37.4 In this Clause **Available to Trade Balance** means the sum of:
- (a) your Account balance in the relevant base currency including Cryptocurrencies;

- (b) minus the aggregate Funds required for your open or working buy Orders in the same currency as the relevant base currency;
- (c) minus the aggregate Funds required for your open and working sell Orders in the same currency as the relevant trading currency; and
- (d) minus any fees or other amounts due and payable by you to us.

38 Market abuse

38.1 You represent and warrant to DSX that:

- (a) you will not submit an Order in connection with:
 - (i) a placing, issue, distribution or other analogous event; or
 - (ii) offer, take-over, merger or other analogous event,
 in which you are involved or otherwise interested;
- (b) you will not submit and have not submitted an Order that contravenes any applicable primary or secondary legislation or other Law against insider dealing, market manipulation, market conduct or any behaviour deemed to be market abuse under, inter alia, Market Abuse Directive (2003/6/EC);
- (c) you will not enter any Order or into any Spot Transaction to deliberately transfer money from one account to another by attempting to match Orders or trades with another customer through collusion;
- (d) you will not submit any Order that is artificial or fictitious or place an Order that is designed to give other users of the Platform a false or misleading impression as to the supply or demand, value or price of a currency;
- (e) you will not act or engage in any conduct which is likely to damage the fairness, integrity, proper functioning or orderliness of the Platform;
- (f) you will abide by and comply with the rules of the Platform as amended from time to time (the **Rules**) which shall, for the avoidance of doubt include this Agreement.

38.2 You agree that each of the representations and warranties set out in Clause 15 of the General Terms shall be deemed repeated each time you submit an Order and enter into a Spot Transaction. You must advise DSX immediately if you cannot give such representations and warranties at any time.

38.3 If:

- (a) you submit an Order or enter into a Spot Transaction in breach of the representations and warranties given in Clause 15 of the General Terms, or
- (b) DSX have reasonable grounds for suspecting that you have done so,

DSX may in their absolute discretion and without being under any obligation to inform you of their reason for doing so, cancel that Order or Spot Transaction and any other Orders you may have open at that time and prevent you from submitting further Orders on your Account.

- 38.4 DSX may, and in some cases DSX are obliged to, report to the FCA or other relevant Government Authority details of any Order submitted by you or Spot Transaction entered into by you.
- 38.5 The exercise of any of DSX's rights under this Clause shall not affect any of DSX's other rights under this Agreement.

39 Control of the Platform

You acknowledge and accept that DSX shall have sole discretion and absolute control over, and the right to modify at any time, the Platform's functionality, configuration, appearance and content, including: (i) the parameters and protocols by which Orders and Spot Transactions are placed, routed, matched or otherwise processed by the Platform; and (ii) the availability of the Platform to you or any Counterparty or with respect to particular Currency Pairs or Spot Transactions at any particular places, times or locations.

40 Transmission of information

In connection with your use of the Platform, the operation of the Platform (including the matching of Orders submitted to the Platform by you and the formation of Spot Transactions with respect thereto) shall be based on

- (a) all Orders, commands and other information submitted using your Access Codes, in the form in which such information is received by the Platform; and
- (b) Spot Transaction confirmations sent to you through the Platform reflecting Spot Transactions based on information submitted using your Access Codes, in the form in which such confirmations are sent out through the Platform; in each case regardless of whether or not
 - (i) such Orders, commands or other input information were authorised by you;
 - (ii) such information was altered or corrupted (electronically or otherwise) prior to being matched through the Platform; or
 - (iii) such Spot Transaction confirmations were altered or corrupted (electronically or otherwise) after being transmitted. Other than information made generally available to all users of the Platform, you shall have access through the Platform only to information about the Spot Transactions that you execute using the Platform and your pending Orders. You acknowledge that DSX shall not have any duty to verify whether any information submitted to the Platform using your Access Codes was authorized by you. You agree that DSX shall not be responsible for (nor have any liability in respect of) any loss, corruption or modification of information submitted to or sent by or through the Platform, except in the event of gross negligence or wilful misconduct of DSX or any DSX Party with respect thereto.

41 Spot Transaction confirmations

Spot Transactions entered into through the Platform will be confirmed through the Platform as soon as practicable after the Spot Transaction is entered into. Such Spot Transaction confirmations will be conclusive for all purposes absent Manifest Error.

42 Errors and cancellations

- 42.1 DSX shall correct any error that may occur in their trading relationship with you that is obvious or easily demonstrable without extensive investigation (a **Manifest Error**). Upon DSX's being advised by the Platform that a Manifest Error has occurred in relation to DSX's Back to Back Order or DSX's Back to Back Transaction that affects an Order or a Spot Transaction belonging to you, DSX shall take steps to correct that Order or Spot Transaction by adjusting it to the level that DSX reasonably determine is the level at which the Order or Spot Transaction would have been submitted or completed had the Manifest Error not occurred. In all other respects DSX shall upon identifying a Manifest Error make the correction that DSX reasonably determine to be fair and reasonable.
- 42.2 In the absence of our fraud or negligence by a DSX Party, DSX will not be liable to you for any loss, cost, claim, demand or expense following a Manifest Error.
- 42.3 DSX may cancel any Spot Transaction with you if:
- (a) our Back to Back Trade is cancelled by the Platform,
 - (b) if the Back to Back Trade DSX entered into with a Third Party Source is terminated, cancelled, or voided for any reason. If this occurs, DSX may reverse the relevant Spot Transaction and no payments shall be due to or from DSX in relation to it. As such, any payments made by way of commission, interest, borrowing charges, Funding Required or otherwise in relation to that Spot Transaction shall be refunded to you promptly and any amounts credited to your Account or paid to you in relation to that Spot Transaction shall be debited by DSX or repaid to DSX by you immediately as the case may be.

43 Risk of transactions

You acknowledge that you have been informed and that you understand and agree that:

- (a) none of DSX, the DSX Parties nor any of their respective third party technology providers shall, directly or indirectly, be a party to any Spot Transaction or be responsible for, have any liability or obligation in respect of, or otherwise guarantee, the performance or settlement of any Spot Transaction entered into by you through the Platform, and no DSX Party or third party technology provider shall have any liability to you or any other person or entity for any Spot Transaction executed through the Platform;
- (b) DSX may receive fees from one or more third parties in respect of Spot Transactions executed through the Platform; and (iii) the submitting or posting of any information to, on or through the Platform by any DSX Party or any other person or entity shall not be deemed to be a recommendation by any such person or entity that you should enter into any particular transaction or that any particular transaction is suitable or appropriate for you.

44 No advice

NO ADVICE. NONE OF THE DSX PARTIES NOR ANY THIRD PARTY PROVIDERS RECOMMENDS, ENDORSES, ADVOCATES OR SPONSORS ANY OF THE CURRENCIES, CURRENCY PAIRS OR SPOT TRANSACTIONS APPEARING ON, OR MADE THROUGH, THE PLATFORM. YOU ACKNOWLEDGE THE SUBSTANTIAL RISKS ASSOCIATED WITH FOREIGN EXCHANGE AND CRYPTOCURRENCY MARKETS AND TRADING

TRANSACTIONS. DSX IS NOT AUTHORISED OR REGULATED BY THE FINANCIAL CONDUCT AUTHORITY AND DOES NOT GIVE FINANCIAL, TAX, EMPLOYMENT, LEGAL OR INVESTMENT ADVICE. ANY PRICE INFORMATION, QUOTES, FORECASTS, RETURN ESTIMATES OR INDICATIONS OF PAST PERFORMANCE ARE FOR INFORMATION PURPOSES ONLY AND DO NOT GUARANTEE FUTURE PERFORMANCE AND DO NOT CONSTITUTE AN OFFER TO BUY OR SELL OR ANY SOLICITATION OF AN OFFER TO BUY OR SELL ANY CURRENCIES, CURRENCY PAIRS OR OTHER PROPERTY, NOR TO ENTER INTO ANY CURRENCY TRANSACTION. YOU AGREE THAT THE PLATFORM SHALL NOT SERVE AS THE PRIMARY BASIS FOR ANY DECISION TO ENTER INTO ANY TRANSACTION AND NONE OF THE DSX PARTIES SHALL BE, OR BE DEEMED TO BE, YOUR FINANCIAL ADVISOR OR FIDUCIARY. YOU HEREBY ACKNOWLEDGE THAT ANY RELIANCE UPON ANY DATA OR OTHER CONTENT OF THE PLATFORM SHALL BE AT YOUR SOLE AND EXCLUSIVE RISK.

45 Indemnification

- 45.1 You agree to defend, hold harmless and hereby indemnify DSX and each DSX Party from and against any loss, damage, cost, claim, proceeding, penalty, fine or expense, including legal fees, incurred by or suffered by any DSX Party which arises out of, or relates to, directly or indirectly:
- (a) your use of the Platform,
 - (b) your failure to fully and timely perform any of your obligations hereunder, including your non-performance with respect to any Spot Transaction or Order;
 - (c) any of your representations or warranties made hereunder being, at any time, untrue or incorrect and
 - (d) any use (whether or not authorised by you) of the Platform by any person or entity pursuant to an Access Code provided to you.
- 45.2 DSX agrees to defend, hold harmless and hereby indemnifies you from and against all damages finally awarded against you and all costs (including reasonable attorneys fees and disbursements) in respect of any claim, suit or proceeding (a **Claim**) brought by a person or entity, other than an affiliate of you to the extent that it is based on a claim that your use of the Platform, when used properly for the purposes set out in, and in accordance with this Agreement, infringes any copyright, patent or trade mark of such person or entity, provided always that:
- (a) you are not in breach of this Agreement or the Platform Policies and Procedures
 - (b) you give DSX full control of any Claim and the authority to settle or otherwise dispose of any such Claim, and to appeal any adverse judgment which may be entered; and
 - (c) you make no admission regarding, or seek to agree to settle, the Claim without the prior written consent of DSX. The indemnity in this Clause shall not apply to any Claim which arises or results from:
 - (i) any misuse of the Platform by, or on behalf of, you;
 - (ii) any alteration of the Platform by, or on behalf of, you, provided that no infringement would have occurred absent such alteration;

- (iii) use of the Platform by, or on behalf of, you in combination with apparatus, hardware, software or services not provided, authorised or furnished by DSX, provided that no infringement would have occurred absent such combination;
- (iv) use of the Platform by, or on behalf of you, you in a manner that violates this Agreement, the Platform Policies and Procedures or in a manner for which the Platform was neither designed or contemplated. You shall promptly notify DSX in writing of any Claim in which DSX may have obligations under this Clause, provided, however, that your failure to provide prompt written notice hereunder shall excuse DSX only to the extent that it is prejudiced thereby. You shall act in accordance with the reasonable instructions of the DSX and give DSX and the DSX Parties such assistance as they shall reasonably request (at the cost and expense of DSX) in respect of the conduct of the defence and/or settlement of such Claim including, without prejudice to the generality of the foregoing, the filing of all court documentation and other court process and the provision of all relevant documents and information. Following receipt of notice of a Claim, DSX may, but is not obliged to (A) modify or replace the Platform (or any part of it) to make it non-infringing; or (B) procure any rights from any person or entity necessary for you to continue to access and use the Platform without it infringing and, in either case, the foregoing shall be in full satisfaction of its obligations pursuant to this Clause. If DSX is (in its reasonable judgement) unable to exercise any of the options at (A) or (B) above, either party hereto shall be entitled to terminate this Agreement with immediate effect on written notice to the other.

45.3

Schedule C. Trading Manual

This part contains the Trading Manual (**Manual**).

The Manual is intended to be read alongside the Terms and the other Platform Policies and Procedures. Unless separately defined in this part, words and expressions have the meanings given to them in parts A and B of the Terms. This Manual cannot and does not attempt to explain all of the information that is relevant to DSX's Trading Service.

1 What DSX offer

- 45.4 DSX provide direct access to prices on Currency Pairs being offered on the Platform. You transact with DSX as principal (not as agent) on your behalf on the prices DSX obtain on the Platform.
- 45.5 DSX process each order you place with DSX by placing an identical order (Back to Back Order) on the Platform (or, in some circumstances, on other FX and/or Cryptocurrency trading platforms). Upon a Back to Back Order being matched on the Platform or filled on another FX and/or Cryptocurrency trading platform, DSX shall close a transaction on the Platform (Back to Back Trade). A transaction will take place on your Account at the same price and in the same size as the Back to Back Trade. This is in essence how DSX's Trading Service operates.
- 45.6 The prices on the Platform are constantly changing and DSX do not guarantee that the price you see when placing an order will be the price at which your trade is executed.
- 45.7 In exceptional circumstances, including where no trusted price is available on the Platform, DSX may obtain prices from third party sources in order to facilitate fair and orderly trading. In such circumstances, relevant references in this Manual to prices on or obtained from the Platform should be read as referring to the prices obtained from third party sources. If DSX obtain a price from a third party source, DSX shall enter into a trade with a third party offering that price (which shall also be known as a Back to Back Trade for the purposes of this Manual), and once DSX have done so, your Order will be executed and a Spot Transaction will take place on your account at the same price and in the same size as the Back to Back Trade.

46 Ways to trade with DSX

- 46.1 DSX offer an online Trading Service. To access your online Account you must first sign in to the Platform using your Access Codes. If you need a reminder of either of these then please get in touch with DSX Support during DSX's business hours and a member of the team will be able to help.
- 46.2 It is important to note that DSX carry out routine maintenance on the Platform each day and from time to time. DSX's service may be unavailable during these times.

47 Placing Orders & Trades

- 47.1 To enter into a Spot Transaction on the Platform, you must first have an Order accepted by DSX. You may submit an Order online via the Platform.
- 47.2 DSX are under no obligation to accept an Order from you. However, DSX shall normally do so if you have sufficient resources in your Account to support the order you wish DSX to accept at the time it is submitted.

Some factors that may impact your Orders and Trades

- 47.3 Order execution is not certain and will depend on liquidity available.
- 47.3.1 The Back to Back Order submitted to the Platform will mirror the Order that DSX have accepted from you. DSX cannot guarantee that the Back to Back Order will be matched or filled on the Platform. DSX's ability to enter into a Spot Transaction on your account using DSX prices is dependent on DSX's ability to execute the Back to Back Order on the Platform or obtain a price from a third party source. It is only when the Back to Back Order is matched or filled on the Platform or DSX are able to obtain a reasonable price from a third party source that a transaction will take place on your Account. Factors such as the quantity of your Order and liquidity available in the Currency Pair you wish to trade will impact whether the Back to Back Order can be executed. It may therefore not be possible for a Spot Transaction to take place on your Account immediately.
- 47.3.2 If DSX are unable to execute all or part of the Back to Back Order as there is insufficient liquidity on the Platform, DSX will endeavour to execute one or more Back to Back Orders using a third party price source, and if that is also not possible, the following will apply:
- (a) In the case of Limit Orders DSX have accepted from you, the remaining quantity will stay on the order book until it is filled.
 - (b) In the case of Market Orders DSX have accepted from you, the part of the Order that did not execute would be cancelled.
- 47.4 All Orders are dealt with on the basis of price and time priority.
- 47.4.1 The Platform will take liquidity from the top of the order book for any Market Orders that you place in order to get the best price available for the size of the Order at the time it is placed. This can result in the price you receive being better or worse than the quoted price on the Platform at the time your Market Order is placed with DSX.
- 47.4.2 For Limit Orders this means that a Limit Order is placed on the Platform order book by the price specified with the oldest Orders taking a higher priority at each price. This can result in the Back to Back Order not being matched or filled immediately, or at all, even though the instrument may have traded at your specified price as the older and higher priority Orders were executed first.
- 47.4.3 The Platform will match or fill the Back to Back Orders on the basis of price and time priority.
- 47.5 One Order can result in a number of trades being executed on your Account.
- 47.5.1 An Order placed with DSX can result in a number of Spot Transactions on your Account to fill all or part of your Order. Each trade can be filled at different prices.
- 47.5.2 Where your opening Order is matched or filled by multiple trades you will be able to view the volume weighted average price for your transactions.
- 47.6 Times that Orders can be set on your Account are restricted. Orders can only be placed or cancelled during the trading hours of the Platform.

47.7 “Untrusted” and suspended markets

47.7.1 A market becomes “untrusted” in the event that the bid and ask prices of a Currency Pair quoted on the Platform widen beyond a ‘trusted’ range. Where this is the case, DSX will disable trading. The Platform may also from time to time suspend trading of a currency including Cryptocurrency or Currency Pair. These measures are in place with the aim of maintaining an orderly trading market. So, in circumstances where the market is “untrusted” or suspended:

- (a) DSX reserve the right not to accept any new Orders;
- (b) Limit Orders already on the order book will remain on the order book and cannot be cancelled or amended.

47.7.2 A Market Order placed before the price widens beyond a trusted range could be partially filled with the remaining quantity being cancelled if the price widens whilst the Platform attempts to execute the full quantity of the Order.

47.8 Inverted Markets

47.8.1 An inverted market is where the Platform ask price is lower than the Platform bid price. On the Platform, this is not possible and trades will take place at the bid price or higher.

47.9 Sufficient resources to cover the funding required for your Order

47.9.1 You must normally have sufficient resources in your account to cover the Funding Required to support an Order you wish to place. To find out how DSX calculates your available resources see the Trading Services Terms.

47.10 Cancellation and Amendment

47.10.1 Subject to Clauses 47.6 and 47.7 of this Schedule C DSX Trading Manual, you may cancel or amend any part of your Order so long as the corresponding part of the Back to Back Order that relates to the part of the Order you wish to cancel or amend has not been matched or filled on the Platform or using a third party price source. You may not cancel or amend your Order after that time.

47.10.2 You will be bound by any Spot Transaction that is closed on your Account following the Back to Back Order being matched or filled, save for in the case of a Manifest Error.

Types of Order

47.11 Market Orders

47.11.1 A market order executes all or part of your Order at the price available on the Platform order book at the time which the Back to Back Order is placed for the quantity you wish to buy or sell (**Market Order**). Your execution price may be better or worse than the price quoted on the Platform at the time the Market Order was placed depending on the liquidity available on the Platform and the size of your Order.

47.11.2 Market Orders are Immediate or Cancel (**IOC**). IOC means that if there is insufficient size on the order book to transact your Order in full, the remaining balance will be cancelled once all available liquidity has been taken.

47.11.3 Market Orders are typically used when certainty of execution is a priority over price, although their success is dependent on available liquidity.

47.12 Limit Orders

47.12.1 This is an Order to execute a trade at a specific price that is equal to or better than the current quote on the Platform (**Limit Order**).

47.12.2 Limit Orders show on the Platform order book. They appear on the order book for the price you specified and will be matched or filled when your price is reached and sufficient liquidity available.

47.12.3 Limit Orders can only be placed, amended or cancelled during the Platform's trading hours. In addition, where a market is "untrusted" or suspended, DSX will not accept any new Limit Orders and any Limit Orders already on the order book will remain on the order book and cannot be cancelled or amended.

47.12.4 It may be the case that your Limit Order could be partially executed if there is insufficient liquidity to cover all of your Order.

47.12.5 The price at which Limit Orders can be placed is restricted but DSX might not necessarily make these limits generally known to users of the Platform in order to protect the integrity of the market and keep confidential the scope of DSX's monitoring systems. This is to prevent, amongst other things, erroneous trades from being placed on the Platform. The Platform will reject any orders that lie outside of a defined range. The range will consist of an upper and lower price limits and are through necessity constantly changing due to the volatile nature of financial markets.

47.13 Contract Note

47.13.1 Normally, the confirmations received and Spot Transaction reports available to users on the Platform shall act as a contract note. DSX may send a contract note to you confirming the details of the trades open and closed on your Account by email in addition. You will receive one contract note containing all of your trades executed on a Business Day and it will usually be made available to you on the Platform or sent to you by email on the following Business Day. If you believe that any of the details of your contract note are inaccurate you should contact DSX immediately.

47.13.2 Other than on your specific request, contract notes will be made available to you on the Platform or sent to the email address DSX hold for you, which will be the email address specified in your Account application form, unless you have notified DSX of an alternative email address, in which case it is that email address DSX shall use. DSX reserve the right to make a reasonable charge for contract notes requested to be sent to you in paper form.

47.13.3 DSX strongly recommended that you print your contract notes and retain them as part of your records. Please note that the absence of a contract note does not affect the validity of any trade.

48 Fund transfers

49 Paying Funds into your Account

49.1.1 You will be able to pay Funds into your Account.

- 49.1.2 DSX may ask for documentation to verify the source of where Funds are being transferred to and from. Where DSX do this, DSX will hold transfer requests until appropriate documentation has been provided and deemed acceptable.

50 Withdrawing Funds from your Account

- 50.1.1 You will only be able to withdraw any unencumbered Funds from your Account.
- 50.1.2 Funds can only be sent back to the account that the Funds originated from using the same method of transfer or (in relation to Cryptocurrency) to the wallet notified by you to DSX from time to time.

51 Trading conduct and market abuse

Since you will be effectively participating directly in the market by trading with DSX, you agree that you will not:

- (a) submit and have not submitted an Order to open or close a trade that contravenes any primary or secondary legislation or other law against insider dealing, market manipulation or market conduct;
- (b) trade with DSX to deliberately transfer money from one account to another by attempting to match Orders or trades with another customer through collusion;
- (c) submit any Order that is artificial or fictitious or place an Order that is designed to give the market a false or misleading impression as to the supply or demand, value or price of a currency;
- (d) act or engage in any conduct which is likely to damage the fairness, integrity, proper functioning or orderliness of the Platform.