

Nominex Terms of Use

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Please read these Terms of Use (hereinafter – the “**Terms**”) carefully prior to using the Nominex (<https://nominex.io>) website (hereinafter – the “**Website**”), the API, our mobile applications or any other related services, provided by the Company or its affiliates, as laid down in Section 3.

If you do not agree with these Terms, you may not access or use the Website or any services provided on the Website.

1. Terms and Definitions

1.1. **Account** – a personal account, opened by you on the Website with the aim to access services on the Website.

1.2. **AML Policy** – rules of conduct aimed at the prevention of money laundering and terrorism financing, developed by the Company in accordance with the Applicable Law, which construes and integral part of the Terms and can be accessed at <https://nominex.io/docs/nominex-aml.pdf>.

1.3. **Applicable Law**. The Terms and any non-contractual obligations arising out of or in connection with them are governed by and construed in accordance with English law. The International Business Companies Act 1994 is the principal legislation that governs corporates in the Republic of Seychelles.

"Applicable Law" means all civil and common laws, statutes, subordinate legislation, treaties, regulations, directives, decisions, by-laws, ordinances, circulars, codes, orders, notices, demands, decrees, injunctions, resolutions, rules and judgments of any government, quasi-government, statutory, administrative or regulatory body, court, agency or association by which any member of the Nominex Limited or you are bound in any jurisdiction applicable to the receipt or performance of the Services.

1.4. **Cryptocurrency** – decentralized peer-to-peer digital assets, that have no central issuer and are not legal tender, which are not securities, e-money, or money under the Applicable Law.

1.5. **Deal** – a legally binding contract, which results in the alienation of rights to cryptocurrency units, fiat money or NMX and gain of rights to fiat money, another cryptocurrency units or NMX, according to available Trading Pairs based on the Exchange Rate at the moment of the Deal formation, which is between you and another User of the Platform.

1.6. **Exchange Rate** – correlation of value between cryptocurrency units and cryptocurrency units, NMX or fiat money (also referred to as the “**Funds**”) in Trading Pairs, bases on their demand, supply, value, utility, and other economic variables.

1.7. **Fee** – commission or other costs, charged by the Company for the use of Services.

- 1.8. **Fiat Money** - government-issued currency, which is legal tender in one or more jurisdictions.
- 1.9. **NMX Token** (hereinafter referred to as the “**NMX**”, “**Token**”) – an BEP-20 internal loyalty unit, deployed on the Platform, that performs the functions set forth in Section 11 of the Terms.
- 1.10. **Nominex** (also referred to as the “**Platform**”) – an online platform, operated by the Company, that offers Services of exchanging cryptocurrencies and other services, laid down in Section 3 of the Terms.
- 1.11. **Nominex Limited** (also referred to as the “**Company**”, “**We**”, “**Our**”) – a company, incorporated under the International Business Companies Act of 1994 of the Republic of Seychelles with a company number of 218505 with a registered address at Suite 1, Second Floor, Sound & Vision House, Francis Rachel Str., Victoria, Mahe, Seychelles, which provides you access to the Services on the Platform.
- 1.12. **Privacy Policy** – rules of personal data collection, storage, distribution, and use, developed by the Company in accordance with the Applicable Law, which construes and integral part of the Terms and can be accessed at <https://nominex.io/docs/nominex-privacy.pdf>.
- 1.13. **Services** – any services, provided on the Platform by the Company, laid down in Section 3 of the Terms.
- 1.14. **Trading Pair** - currency pair, where the value of one units (cryptocurrency, NMX, or fiat money) is quoted against other units, available on the Platform.
- 1.15. **User** (also referred to as “**You**”, “**Your**”) – an individual (a physical person) or a legal entity, incorporated in an appropriate legal form, that has opened an Account on the Website, who has the capacity to enter into a legally binding contract and use the Website, and is not prohibited to do so and use the Services by the Applicable Law or any other laws that may apply.
- 1.16. **Website** – an Internet website, maintained and owned by the Company at <https://nominex.io>.
- 1.17. **Withdrawal** – a transaction, which involves the transfer of the units of cryptocurrency from your Account.
- 1.18. **API** - Application Programming Interfaces;

2. Terms of Use Status and Acceptance

- 2.1. These Terms constitute a legally binding agreement between you and the Company.
- 2.2. These Terms apply to any and all Services, information, texts, and other products, offered on the Website by the Company.
- 2.3. By accessing the Website, opening an Account on the Website, or ticking the “I agree” checkbox, you agree to be bound by these Terms and confirm that you have read, understood, and accepted all the provisions of these Terms, as well as provisions of our Privacy Policy and the AML Policy.

2.4. You cannot access or use the Website if you have not read, understood, and accepted all the provisions of these Terms.

2.5. The Company may change, remove or add the context of the Terms and reserves the right to do so in its sole discretion. All new and/or revised provisions of the Terms take effect immediately and apply to your use of the Website from that date on. Please, check these Terms regularly to be aware of all current provisions of these Terms.

2.6. Nominex reserves the right to modify or change the Terms at any time and at its sole discretion. The Company will provide notice of any changes to the Terms by updating the revised Terms on the Website and changing the “Version:” and the “Last revised:” version and date respectively on the Website. Any and all modifications or changes to these Terms will be effective immediately upon being announced on the website or released to users. As such, your continued use of Nominex services acts as acceptance of the amended agreement and rules. If you do not agree to any modification to these Terms, you must stop using the Services. Nominex encourages you to frequently review the Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Services.

2.7. You can review the most current version of the Terms using the [Terms of Use](#) link. If you continue to use the Website after the Company makes changes to the Terms, you are signifying your acceptance of the new and/or revised Terms. If you do not agree with any of the changes to the Terms, you must stop using the Website and Services.

2.8. These Terms, including our Privacy Policy and the AML Policy, any and all notices, notifications, disclaimers construe and entire agreement between you and the Company. These Terms do not intend to alter the terms of any other agreements (whether oral, written, electronic, smart-contracts) between you and the Company, if any.

2.9. The following commercial uses of Nominex data is prohibited unless written consent from Nominex is granted:

- 1) exchange services that use quotes or order book information from Nominex;
- 2) data feed or data stream services that make use of any market data from Nominex;
- 3) any other websites/apps/services that charge for, or otherwise commercially monetize (including through advertising or referral fees), market data obtained from Nominex.

3. Services

3.1. The Company provides the following services on the Website (collectively – “**Services**”, and separately – the “**Service**”):

- 1) exchanging cryptocurrency unit for units of another cryptocurrency, fiat money, or NMX token;
- 2) cryptocurrency wallet provision for exchanging, storing, and withdrawing units of cryptocurrencies on the Platform;
- 3) depositing and withdrawing units of cryptocurrencies on the Platform.

3.2. By providing a Service of enabling the exchange of cryptocurrency unit for units of another cryptocurrency, fiat money, or NMX, the Platform matches you with another User (or multiple Users, in

case your order is filled partially or by multiple matching orders), that cannot be predetermined, which results in a Deal.

3.3. By providing a wallet provisions Service, the Company provides you with a digitally secured wallets for cryptocurrencies (e.g. BTC, ETH) and NMX Tokens, aimed to exchange, store, and withdraw units of cryptocurrencies.

3.4. To access Services, laid down in Sections 3.2-3.3 of the Terms, you have to deposit units of cryptocurrency on the Platform.

3.5. Deposits and withdrawals are made in accordance with Section 9 of the Terms.

3.6. The Company may at any time disable the access to the Website and/or Service/Services and reserves the right to do so in its sole discretion.

3.7. The Company only offers Services regarding the cryptocurrencies the Platform supports. Please, check the Website regularly to be aware of what cryptocurrencies are supported. You should not attempt to use your Account to deposit units of cryptocurrency the Platform does not support.

3.8. The Company stores all keys, related to your cryptocurrency units securely. We do not interact with units of cryptocurrencies on your external wallets.

3.9. The provision of Services might be delayed due to circumstances including but not limited to technical difficulties, reasonable doubts about the nature or source of funds, deposited on the Platform, carrying out AML/KYC procedures as set forth in the AML Policy, etc.

4. User's Eligibility

4.1. To access Services, you must open an Account on the Website, by undergoing a registration procedure at <https://nominex.io/signup>.

4.2. The Services and the use of the Website are available to physical persons or legal entities, that you:

- 1) are at least 18 years of age (for physical persons) or of legal age to form a binding contract under applicable law;
- 2) are a legally established organization (for legal entities);
- 3) have the capacity to enter into a legally binding contract and use the Website, and are not prohibited to do so and use the Services by the Applicable Law or any other laws that may apply;
- 4) have not previously been suspended or removed from using our Services;
- 5) do not currently have an existing Nominex Account;
- 6) have full legal capacity and authority to enter into these Terms;
- 7) have all necessary rights and authority to bind a legal entity with these Terms in an event you are entering into these Terms on behalf of such legal entity, of which you are a director, officer, employee, or agent;
- 8) are **NOT** citizens, residents, incorporated in Iran, Iraq, Sudan, South Sudan, Syria, North Korea, Republic of Seychelles, Bermuda, Belarus, Cuba, Crimea, Democratic Republic of Congo, Zimbabwe, USA, USA territories: United States Minor Outlying Islands, Puerto Rico, American

Samoa, Guam, Northern Mariana Island, and the US Virgin Islands (St. Croix, St. John and St. Thomas) ("**Restricted Countries**");

- 9) are NOT on any trade or economic sanctions list, including but not limited to the UN Security Council Sanctions list, designated as a "Specially Designated National" by OFAC (Office of Foreign Assets Control of the U.S. Treasury Department) or placed on the U.S. Commerce Department's "Denied Persons List". Nominex maintains the right to select its markets and jurisdictions to operate and may restrict or deny the Services in certain countries at its discretion.

4.3. The Company reserves the right to select its jurisdictions of operations and may restrict or deny the provision of Services in certain jurisdictions at its sole discretion.

4.4. You can only have one Account on the Website. You should not create more than one Account on the Website.

4.5. You cannot create an Account on the Website if your Account has previously been suspended by the Company.

5. Personal Account

5.1. When opening an Account on the Website, you warrant that any and all information, submitted by you is accurate, valid, up-to-date, and complete.

5.2. You must update information about your Account should it change.

5.3. You shall not use your Account for illegal purposes and activities, which may include but is not limited to money laundering, terrorism financing, human, drug, weapon, and sex trafficking, or tax evasion.

5.4. You must not create an Account on behalf of another individual or entity unless you are legally authorized to do so.

5.5. You are solely responsible for keeping your Account secure. Do not share your login and password with others.

5.6. You must notify the Company immediately upon becoming aware of any breach of security or unauthorized use of your Account.

5.7. You must not resell or give access of your account to any third party. Otherwise your account will be immediately blocked.

5.8. The Company reserves its right to suspend your Account without providing notice or reason in case of any violation of these Terms.

6. Registration Requirements

6.1. In order to receive access to the Services, provided on the Website, you will have to provide certain information and documents and undergo a verification procedure. For more information, please, read the AML Policy, that is available at <https://nominex.io/docs/nominex-aml.pdf>.

6.2. The Company may at any time request you to provide additional documents and information and/or updated documents and/or information and documents submitted before and reserves the right to do so at its sole discretion. Failure to abide by these requirements may result in temporary or permanent cessation of Services provision and/or Account suspension.

6.3. You are solely responsible for the accuracy, validity, and correctness of all information and documentation you submit to the Company. Should there be any error, mistake, update, or change in information or documents you have submitted prior, you are obliged to notify the Company immediately.

6.4. Information and documents, submitted by you to the Company are processed according to provisions of our Privacy Policy, that is available at <https://nominex.io/docs/nominex-privacy.pdf>.

7. User Conduct

7.1. While visiting, accessing, using the Website and Services, you agree:

- 1) not violate or assist any third party in violating these Terms and/or any Applicable Law, which may include but is not limited to international laws, national laws, statutes, regulations, etc.;
- 2) not provide false, inaccurate, incomplete and misleading information to the Company;
- 3) not violate intellectual property rights (trademark, copyright, patent, and other intellectual property rights) of the Company;
- 4) not use the Website in any way that can damage, disable or overburden the Website, which may include but is not limited to uploading or in any other way, while using the Website, sending viruses, Trojan horses, spyware, adware or any other malicious code; performing DDoS attacks, interfering with or disrupting any network, equipment, or server connected to or used to provide services on the Website;
- 5) not attempt to gain unauthorized access to the Website, other User`s Accounts, computer systems or networks connected to the Website or to extract data from the Website;
- 6) not share your Account and/or password with third parties or use any other person's Account and/or password;
- 7) not impersonate or misrepresent your affiliation with another User, person or entity, nor make other fraudulent, false, deceptive, or misleading representations;
- 8) not violate any laws that apply in your jurisdiction concerning the use of cryptocurrency;
- 9) not violate these Terms and the Applicable Law in any other way;
- 10) not engage in any market manipulation, including but not limited to pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering regardless of whether prohibited by law;
- 11) to notify the Company immediately if you become aware of any unauthorized use of your Account and password by any person or any other violations to the security rules;
- 12) to notify the Company immediately if you become aware of any violations to the security rules;
- 13) to strictly observe the security, authentication, deposit, order, withdrawal mechanisms and procedures on the Website;

- 14) to log out from the Website by taking proper steps at the end of every visit;
- 15) you are aware of the risks in using the Services provided by the HDR Group and have the necessary experience and knowledge to understand the risks involved in relation to each Service provided by the Nominex. These risks include the high volatility risk of cryptocurrencies, and that you may lose all of the funds in your trading account if the market moves against you;
- 16) you acknowledge and agree that the Services should only be used by you if you:
 - a) have knowledge and experience in highly volatile markets;
 - b) are trading with Bitcoin you can afford to lose; and
 - c) have a high risk tolerance;
- 17) any currency withdrawal address you provide is your own and that you have full control over this address;
- 18) you are not allowed to access or use the Services if you are located in, incorporated or otherwise established in, or a citizen or resident of any Restricted Jurisdiction, and that Nominex reserves the right to close any of your accounts immediately and liquidate any open positions if you are accessing the Services from any Restricted Jurisdiction or have given false representations as to your location, place of incorporation or establishment, citizenship or place of residence;
- 19) you have not; (i) violated; (ii) been fined, debarred, sanctioned, the subject of economic sanctions-related restrictions, or otherwise penalised under; (iii) received any oral or written notice from any government concerning actual or possible violation by you under; or (iv) received any other report that you are the subject or target of sanctions, restrictions, penalties, or enforcement action or investigation under, any Applicable Law (including but not limited to anti-money laundering laws, counterterrorism financing laws, anti-corruption laws or economic sanctions laws); and
- 20) neither you nor any of your affiliates is: (i) itself, or owned or controlled by, a sanctioned person; (ii) involved in any transaction, transfer, or conduct, whether or not by using or receiving the Services or the Trading Platform, that is likely to result in you or your affiliates becoming a sanctioned person; or (iii) located in, incorporated or otherwise established in, or a citizen or resident of, a Restricted Jurisdiction.

7.2. By accessing, using the Website and Services, you acknowledge the fact that the Company shall have the right to investigate any violation of these Terms and at its sole discretion determine whether you have violated these Terms, and take respective actions, laid down in Section 8, to apply relevant rules without receiving your consent or giving prior notice to you. Examples of such actions include, but are not limited to:

- block and close order requests;
- freezing your account;
- reporting the incident to authorities;
- publishing the alleged violations and actions that have been taken;
- deleting any information you published that is in violation.

7.3. You agree that any trading or other instructions received or undertaken through your account are deemed to be final and conclusive, and that Nominex may act upon such instructions without any liability or responsibility attached to it. In connection with any APIs offered on or through the Trading Platform, you acknowledge and agree that:

- Nominex is permitted to share your data with any third parties that possess your unique API key, and
- Nominex may rely and act upon the instructions (including, but not limited to, instructions relating to order placement or the closing of positions) of any third parties that possess your unique API key, and the Nominex accepts no responsibility or liability for any loss arising from the foregoing.

7.4. We may freeze any account in the event that we suspect or have reason to believe you are engaged in suspicious trading or other activity or have breached any of the above warranties or other provisions of these Terms. This may result in the unwinding of any trades you have entered into. We expressly exclude any losses or profits you would have made as a result of us closing your trade positions early or you not being able to trade on the Trading Platform and you agree to indemnify us completely against any third party action resulting from your conduct or us having to close your positions early. Whilst your account is frozen we will conduct an investigation and may require you to cooperate with our enquiries. During the investigation stage you will not be able to make deposits or withdrawals to your account nor will you be able to trade. At the end of the investigation we may, at our own discretion, decide to close your account for which we are not required to provide you with any reasons for the same.

7.5. We reserve the right at our own discretion to close your account at any time.

7.6. By using the Services, you accept that Nominex reserves the right to liquidate any trades at any time regardless of the profit or loss position.

7.7. It is your responsibility entirely to provide us with correct details including your withdrawal address. We accept no liability resulting in you not receiving the Bitcoin (or any other currencies) withdrawn due to you providing incorrect or out-of-date details. It is also your responsibility to ensure that instructions, orders or transactions sent to Nominex are well-formatted, clear and denominated in the correct currency. Nominex excludes all liability for any incorrect transactions, including, but not limited to, Litecoin sent to Bitcoin addresses.

7.8. It is our responsibility to maintain an orderly market and as such we may at our own discretion halt trading on the Trading Platform due to market disruption or other relevant external events. We exclude all liability for any claimed losses or profits lost as a result of us halting trading.

8. Account Closing & Suspension

8.1. You can close your Account at any time at your sole discretion.

8.2. Before closing your Account, all your cryptocurrency units and fiat money have to be withdrawn to other wallets outside Nominex. Before closing your Account, all your orders for exchanging cryptocurrency units or NMX for other cryptocurrency units, NMX, or fiat money have to be closed; otherwise, they will be automatically cancelled by the Company.

8.3. If you are not an eligible User, as defined in Section 4.2, which may be identified, among others, when undergoing a verification procedure, your Account will be closed after 1 (one) month after receiving such information. Should you not perform actions, laid down in Section

8.2. all the remaining funds on your Account will be automatically transferred to the Company with no refunds possible.

8.4. The Company reserves the right to immediately suspend your Account in an event:

- 1) we reasonably believe your Account has been compromised, as well as for any other security reasons;
- 2) we reasonably believe your Account is being used by a person with no right and/or authorization to do so;
- 3) you fail to comply with these Terms, as well as with any other document that construes a part of these Terms;
- 4) you have provided us with any false, incomplete, misleading, inaccurate information;
- 5) you, your Account, your behavior poses regulatory risks to the Company;
- 6) we reasonably suspect you of fraud, violating the Applicable Law;
- 7) we detect unusual activities on your Account;
- 8) other reasons that construe a blatant violation of these Terms and the Applicable Law;
- 9) we are required to do so under a court order and/or command or any other document that is a result of a civil, criminal and administrative procedure of court, regulatory, government or local government authority.

8.5. The Company may, but has no obligation to, notify you about the reasons for your Account suspension.

8.6. In an event of Account closing or suspension, you will still be liable for all pending transactions.

8.7. The User shall have 5 (five) days to withdraw funds from a suspended Account. The Company shall have full custody of all funds on any Account (including suspended Accounts) which should be turned over to court, regulatory, government or local government authorities arising from any investigations or any other legal or administrative proceedings regarding the violations of the Applicable Law, local laws that may apply or these Terms.

8.8. Should we have reasonable grounds to suspect that any funds on your Account have been stolen or have otherwise been unlawfully acquired or possessed by you, the Company reserves the right to place an administrative hold on the affected funds on your Account until you provide evidence that prove otherwise in a form acceptable by the Company. The Company will notify you about the reasons for an imposed hold. Funds held by the Company cannot be withdrawn or be used in any Deal. Nominex will not involve itself in any such dispute or the resolution of the dispute.

8.9. Your Account will be automatically deleted if the Account has been inactive for the last 3 (three) years and there are no funds remaining on the Account.

8.10. You agree that Company is not liable or responsible for any losses suffered due to your Account closure or suspension or a hold imposed on your funds as well as for your inability to withdraw funds or execute trades during the period of any such hold.

9. Deposits and Withdrawals

9.1. Before using the Services, you have to deposit cryptocurrency units or fiat money to your Account by following deposit instructions on your Account page.

9.2. You can withdraw cryptocurrency units / fiat money at any time at your sole discretion. To withdraw cryptocurrency units / fiat money, you have to provide us with information, required by our [AML Policy](#).

9.3. You can withdraw your cryptocurrency units / fiat money in any amount, provided there are enough cryptocurrency units / fiat money on your Account to support your current and pending Deals, including Fees.

9.4. The Company shall not be liable for the transfer of your cryptocurrency units / fiat money to other wallets. You are solely liable for the accuracy of blockchain information / banking information, required for carrying out a Withdrawal. The Company advises to always check the accuracy of information provided for Withdrawal purposes.

9.5. You should not attempt to deposit any assets on the Platform if your Account has been closed, suspended, or deleted.

10. Fees

10.1. The Platform operated on an automatically Fee-charging basis for the Services and does not issue any invoices.

10.2. You agree to pay Nominex the fees set forth at <https://nominex.io/fees> which is an integral part of these Terms and may be updated from time to time in Nominex sole discretion. Any such updated fees will apply prospectively to any trades or other transactions that take place following the effective date of such updated fees. You authorize Nominex to remove any amounts from your Account for any applicable fees owed by you under these Terms.

10.3. Fees are paid in cryptocurrency that corresponds to the respective Deal or other Service, as well as in NMX Tokens and fiat money.

10.4. Fees shall be paid at the time of the completion of each trade, withdrawal and any other types of transaction.

10.5. For Service, specified in Section 3.2. of the Terms, Fees are paid both by the buyer and seller in a Deal.

11. NMX Tokens

11.1. NMX Token is a blockchain-based digital unit, issued by the Company and distributed via smart contract.

11.2. Tokens represent a right of a Token-holder to access features and services, not mentioned in Section 3 of these Terms.

11.3. NMX can be exchanged for other cryptocurrency units or fiat money on the Platform according to available Trading Pairs based on the Exchange Rate at the moment of the Deal formation.

11.4. NMX Token's functions and distribution rules are an integral part of these Terms and are available at <https://nominex.io/docs/nominex-whitepaper.pdf>.

11.5. Citizens, residents, and entities incorporated countries, listed in Section 4.2. are not permitted to take part in the NMX Tokens distribution and purchase NMX Tokens on the Platform while these activities are related to having Nominex account and being logged in Nominex account.

12. Settlements, Cancellations, and Refunds

12.1. Settlements for Services are made in cryptocurrency, fiat money or NMX that are the subject of respective Services.

12.2. After placing an order on the Platform, your Account information will be updated to reflect the unmatched order; this order will be included in the Company's order list for the purposes of matching it with orders of other Users.

12.3. If your order is matched with another user partially or in full, it will result in a Deal. To reflect an executed Deal, your Account information will be updated to reflect that the order has been filled partially or in full.

12.4. Orders remain open until they are matched in full or cancelled in accordance with the provisions of this Section of the Terms.

12.5. You can cancel your order for exchanging cryptocurrency units or NMX for other cryptocurrency units, NMX, or fiat money before it has been matched with the other User.

12.6. Once your order has been matched with the other User, it cannot be canceled. Such Deals are final and there are no refunds for such orders.

12.7. If your order has been filled partially, you can only cancel the unmatched part of your order.

12.8. An order can be canceled in an event of a technical fault of the Platform.

12.9. The Company may decline any cancellation request and reserves the right to do so in its sole discretion.

12.10. The Company may reserves the right to cancel any unmatched orders in an event:

- 1) they remain unmatched for more than 30 (thirty) calendar days;
- 2) user created multiple small orders. For the purposes of this clause, a "small order" shall be an estimated term that is assessed on a case-by-case basis; or
- 3) order poses threats to the Company's or the Platform's cyber and/or technical security.

12.11. In an event you do not have enough funds on your Account, the Company may cancel your order or fulfill a partial order that can be covered by funds on your Account.

12.12. There will be no refunds for situations described in Section 9.5.

12.13. For purposes of effectuating a Deal, you authorize Nominex to take temporary control of the cryptocurrency units or fiat money that you are disposing of in the Deal.

13. Content

13.1. The Company may produce and display content (the “**Content**”) on the Website, which includes but is not limited to information, texts, images, video, and audio files.

13.2. The Content does not constitute any form of investment advice, financial advice, trading advice, or any other sort of advice unless specifically mentioned otherwise and should not be construed as such. The Company shall not hold liability for any actions that arise from its Content.

14. Intellectual Property

14.1. All components, Content of the Website, and the Website as a whole belong to the Company and are protected with, including, but not limited to copyright, trademarks, trade secrets. All rights reserved.

14.2. You must not reproduce, reprint, publish, modify, distribute, display, transmit, license, transfer or otherwise exploit Content or technology from the Website without Company’s prior written consent.

14.3. Violation of any of the intellectual property rights of the Company is strictly prohibited.

15. Links to Third-Party Websites

15.1. The Website may contain links to third-party websites or services that are not owned or controlled by the Company.

15.2. The Company has no control over and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. The Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

15.3. For more information, please read these companies internal Terms of Use and Privacy Policies.

16. Confidentiality and Privacy Policy

16.1. Personal information that you provide to the Company, including information provided in accordance with our [AML Policy](#) and any information about your use of the Website that the Company obtains will be subject to our [Privacy Policy](#).

16.2. Company's use of cookies is subject to our [Cookie Policy](#).

16.3. The Company may be obliged to disclose your personal information to law enforcement authorities, data protection authorities, financial regulators, governmental authorities and officials, and other authorized persons, as set forth in the Privacy Policy.

16.4. In an event the Company suspects you of violation the AML Policy, we shall report such behavior and disclose relevant personal information to relevant authorities in accordance with the Applicable Law.

17. Disclaimers and Limitations of Liability

17.1. For non-performance or improper performance of their obligations under these Terms, the Company and you shall be liable in accordance with these Terms and the Applicable Law, unless otherwise provided hereby.

17.2. The Website, Content, and Services are provided without any guarantees, conditions or warranties as to its accuracy, quality, and fit for a particular purpose or need. The Company does not guarantee that the Website and Services are error-free, reliable or will operate without interruption.

17.3. The Website and services are provided to you on the “AS-IS” basis.

17.4. The Company does not guarantee that any order will be accepted, executed, matched, recorded, remain open, or result in a Deal.

17.5. The Company shall not be liable for the use or inability to use the Website and Services.

17.6. IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THIRD-PARTY SERVICE PROVIDERS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF COMPANY’S SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, BLOCKCHAIN INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (X) LOSING ACCESS AND/OR UNAUTHORIZED ACCESS TO YOUR ACCOUNT, (XI) ANY ERRORS OR MALFUNCTIONS CAUSED BY OR OTHERWISE RELATED TO ANY WALLETS USED TO DEPOSIT AND WITHDRAW CRYPTOCURRENCY UNITS AND FIAT MONEY, (XII) MALFUNCTIONS, BREAKDOWNS AND ABANDONMENT OF BLOCKCHAIN PROTOCOLS, (XIII) CHANGES IN REGULATORY APPROACHES OR LEGAL ACTIONS TAKEN REGARDING THE BLOCKCHAIN TECHNOLOGY AND CRYPTOCURRENCY,

(XIV) TAXATION AND/OR CHANGES IN TAX SYSTEM REGARDING BLOCKCHAIN-BASED ASSETS, (XV) ADVANCEMENTS IN CRYPTOGRAPHY, ANY TECHNICAL ADVANCEMENTS THAT MAY PRESENT RISKS TO BLOCKCHAIN PROTOCOLS, (XVI) UNFAVOURABLE FLUCTUATIONS OF CRYPTOCURRENCIES AND FIAT MONEY, (XVII) ERRORS IN DEAL ORDERS (INCLUDING BUT NOT LIMITED TO PRICE AND QUANTITY); (XVIII) OTHER RISKS ASSOCIATED WITH PURCHASING, HOLDING, AND USING CRYPTOCURRENCY UNITS, NMX TOKENS, FIAT MONEY, ACCESSING AND USING THE WEBSITE AND SERVICES.

17.7. The Company shall not be liable for any events that may include but are not limited to civil, criminal and administrative actions that may arise from you using blockchain and cryptocurrency if such use is forbidden or otherwise limited in your country.

17.8. The Company, its officers, directors, employees, and agents do not provide investment advice, financial advice, trading advice, legal advice, or any other sort of advice. You should consult your legal, tax, and financial professionals for advice on every specific matter. The Company, its officers, directors, employees, and agents are not your brokers, intermediaries, agents, or advisors of any kind and have no obligations to you in connection with any Deals or activities relating to the Services. No communication or information provided to you by Nominex is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice. All trades are executed automatically, based on the parameters of your order instructions and in accordance with posted trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance.

17.9. The Company does not recommend that any specific cryptocurrency or NMX should be bought, earned or otherwise acquired, held, or sold by you. You should conduct your own research and consult your legal, tax, and financial professional before making any decision to enter into Deals or use Services on the Platform. The Company will not in any event be liable for your decisions to buy, earn or otherwise acquired, hold or sell any specific cryptocurrency or NMX or enter into any Deal or use any Services on the Platform.

17.10. When engaging in a margin trading, you should fully acknowledge all the risks associated with margin trading. In no event shall the Company be liable for any losses, whether direct or indirect that may result from a margin trading.

17.11. To the extent permitted by Applicable Law, you agree to defend, indemnify, and hold harmless the Company from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses arising from: (i) your use of and access to the Website and Services; (ii) your violation of any term of these Terms; or, (iii) your violation of the Applicable Law, including any law, rule, or regulation, or the rights of any third party.

17.12. In case of any circumstances of insuperable force (i.e. events of extraordinary or insuperable nature) that have occurred and remain in effect beyond the Parties' control and that a Party could neither foresee nor prevent for objective reasons, if these circumstances prevent a Party from proper fulfilment of its obligations hereunder, the term for fulfilment of such obligations hereunder shall be extended for the period of the effect of such circumstances of insuperable force. The circumstances of insuperable force shall include wars and other military operations, earthquakes, floods, and other natural disasters, adoption of laws and regulations by state and local authorities, failure of power

supply or communication system or other similar circumstances that prevent the Parties from the proper fulfilment of their obligations hereunder.

18. Announcements

18.1. The Company may from time to time post official announcements, news, notices, etc. (the “**Announcements**”) on the Website. In no event shall the Company be liable for any losses arising from you neglecting or ignoring the Announcements.

19. Applicable Law and Dispute Resolution

19.1. The Terms and any non-contractual obligations arising out of or in connection with them are governed by and construed in accordance with English law. The International Business Companies Act 1994 is the principal legislation that governs corporates in the Republic of Seychelles.

Subject to the Applicable Law of your jurisdiction, the courts of England have non-exclusive jurisdiction to settle any dispute arising from or connected with these Terms (including a dispute relating to the existence, validity or termination of these Terms or the consequences of their nullity or any non-contractual obligation arising out of or in connection with these Terms).

19.2. You and the Company shall endeavor to resolve through negotiations all disagreements that may arise between you and the Company during the validity term hereof.

19.3. If the parties fail to reach an agreement on the dispute within 30 (thirty) calendar days, the dispute shall be submitted to the competent court under the Applicable Law.

19.4. The User is solely responsible for abiding by any local laws and regulation that may apply to the User arising from the use of the Platform and cryptocurrency. The User shall take into consideration his obligation to local tax authorities. Users must also factor, to the extent of their local law all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities. All Nominex Users and any of its services acknowledge and declare that the source of their funds come from a legitimate manner and are not derived from illegal activities. Nominex maintains a stance of cooperation with law enforcement authorities globally and will not hesitate to seize, freeze, terminate the account and funds of Users which are flagged out or investigated by legal mandate.

19.5. Should any provision of these Terms be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected. If any provision is determined to be unenforceable, you agree to an amendment by Nominex of such provision to provide for enforcement of the provisions intent, to the extent permitted by applicable law.

20. Final Provisions

20.1. These Terms shall remain in force until terminated by the Company. The Company may terminate these Terms at any time at its own discretion without explaining the reasons for this decision.

20.2. If any questions have not been regulated by these Terms, they shall be regulated under the Applicable Law.

20.3. These Terms are a legally binding agreement and together with its other integral parts constitutes an entire agreement between you and the Company.

20.4. In an event the Website shall be available in multiple languages, English version of the Terms shall prevail.

20.5. Should you have any comments, questions, or complaints, please contact us at contact@nominex.io or through live chat on our website.