TERMS OF SERVICE  
  
(updated and effective May 15, 2023)  
  
  
  
DIGITAL ASSET TRADING INVOLVES A HIGH DEGREE OF RISK. THE DIGITAL ASSET MARKET IS NEW AND UNPROVEN AND MAY EXPERIENCE FREQUENT PRICE VOLATILITY DUE TO A VARIETY OF FACTORS, INCLUDING WITHOUT LIMITATION (I) THE INSIGNIFICANT USE OF DIGITAL ASSETS IN THE RETAIL AND COMMERCIAL MARKETPLACE IN COMPARISON TO RELATIVELY SIGNIFICANT USE BY SPECULATORS AND (II) THE LACK OF ASSURANCE THAT A PERSON OR INSTITUTION WHO ACCEPTS DIGITAL ASSETS AS PAYMENT TODAY WILL CONTINUE TO DO SO IN THE FUTURE. SUCH PRICE VOLATILITY MAY ADVERSELY AFFECT AN INVESTMENT IN DIGITAL ASSETS; THEREFORE, PRIOR TO USING BitmaxPro, PLEASE EVALUATE THE MERITS AND RISKS OF THE INVESTMENT AND ENSURE ABILITY TO BEAR THE ECONOMIC RISK OF LOSING YOUR ENTIRE INVESTMENT IN A SHORT PERIOD OF TIME. NOTHING ON THE BitmaxPro WEBSITE OR PLATFORM SHOULD BE CONSTRUED AS AN OFFER BY BitmaxPro TO SELL OR SOLICITATION BY BitmaxPro OF ANY OFFER TO BUY DIGITAL ASSETS.  
  
BitmaxPro is a digital asset trading platform operated by and proprietary to BitmaxPro Technology S.R.L. (the Company), a Romania company. By accessing the Bitmaxpro websites at <https://bitmaxpro.com/> (the "Website"), accessing the BitmaxPro platform through mobile devices, API or other connectivity channels offered by the Company, signing up to BitmaxPro and/or opening an account or using BitmaxPro (including its Platform service, as defined below, or any other BitmaxPro service), you agree to be bound by these terms and conditions between you and the Company, including any revisions from time to time as may be published by BitmaxPro ("Terms"). You acknowledge and agree that it is your responsibility to review these Terms periodically and become aware of any modifications thereto (if any) that may be made by the Company from time to time. PLEASE READ THESE TERMS CAREFULLY and please do not visit, access, or use BitmaxPro, or sign up or open an account with BitmaxPro if you disagree with any of these Terms. By electronically assenting to these Terms, you (a) are indicating that you have read and understand these Terms, and agree to be legally bound by such Terms and (b) represent and warrant that you have the authority to act on behalf of yourself and any entity or individual you represent. Please also note that there may be specific terms or conditions applicable to you as a user in a given jurisdiction, as detailed herein. Use of the words "we," "us," or "our" in these Terms refers to the Company and any or all of its affiliates.  
  
1. SERVICES  
  
  
  
1.1 BitmaxPro (ASD)  
  
  
  
The Company operates a digital asset trading platform (“Platform”) that facilitates the buying and selling of Digital Assets (as defined herein) by the Platform user (“User”) and other ancillary services, including but not limited to, cash /spot trading, leveraged trading, Staking Services, and Copy Trading Service subscriptions. You may use your BitmaxPro account to place orders (each, an "Order") to buy, hold and/or sell Digital Assets. When our Platform's matching engines match Orders, a trade (each, a "Trade") occurs. Unmatched orders rest on the Platform’s order book (each, an "Order Book"). Each Trade (i) transfers ownership of Digital Assets between Users, (ii) is recorded on our internal ledger ("Exchange Ledger"), and (iii) is reflected through records held by us in each User's Digital Asset Account (which shall be final and conclusive except in the unforeseeable events such as malicious attacks and/or system-related issues where the Company needs to review all the records and ascertain the actions required). All Platform trading activity is "off-chain" and not broadcast to a given blockchain.  
  
1.2 LEGALLY BINDING AGREEMENT  
  
  
  
You acknowledge that these Terms govern your use of BitmaxPro and the other Platform services we provide and agree to be legally bound by all terms and conditions set forth in the Terms.. By clicking "I AGREE," during the account sign-up and opening process, you acknowledge and agree to be legally bound by the Terms and confirm that you have received the disclosures set forth herein. In addition, you represent and warrant that you have the authority to act on behalf of yourself and any entity or individual you represent. If you do not agree to be legally bound by these Terms, do not click "I AGREE" and please do not visit, access, or use BitmaxPro in any capacity or manner. Whether or not you click "I AGREE," if you sign up for an account and use BitmaxPro in any capacity or manner, you agree, by virtue of any such action, to be legally bound by these Terms, as amended from time to time, in their entirety.  
  
1.3 USING OUR SERVICES  
  
  
  
By signing up to BitmaxPro and opening an account, you have affirmed that you are at least 18 years old, have the legal capacity to enter into these Terms, and agree to be legally bound by these Terms in their entirety.  
  
In the event of a revision to these Terms, transactions that you have already undertaken, and benefits, such as trading fee discounts and rebates that you have earned, could be affected by the revisions to these Terms. You should, therefore, read these Terms from time to time, and understand that your continued acceptance of these Terms (as revised from time to time) is a condition of logging into BitmaxPro and/or using the Platform services. If you do not agree to be legally bound by these Terms, as amended from time to time, you should not log into your BitmaxPro account or use the services offered on the Platform. Should you disagree with these Terms (including any changes or amendments), please close your account immediately.  
  
Prior to using BitmaxPro, you must first successfully provide the required identification information pursuant to our Compliance Program, which would necessarily include anti-money laundering ("AML") and counter-terrorism financing ("CTF") reviews ("Compliance Program").  
  
Our Platform services are not offered to residents of Singapore or any entities or persons who have their registered office or place of residence in China (Mainland), the United States of America and five U.S. permanently inhabited territories - Puerto Rico, the U.S. Virgin Islands, Guam and the Northern Mariana Islands in the North Pacific Ocean, and American Samoa in the South Pacific Ocean, or any national, citizen, permanent resident of the country or region where digital asset trading is banned by the country's own regulation, or a national, citizen, permanent resident of the country or region designated by the Company as prohibited in Section 3.5 SANCTIONS PROGRAMS herein, including the following countries or regions, which may be updated from time to time: Algeria, Bangladesh, Bolivia, Belarus, Burundi, Burma, Cote D'Ivoire (Ivory Coast), Crimea and Sevastopol, Cuba, Democratic Republic of Congo, Ecuador, Iran, Iraq, Lebanon, Libya, Liberia, Mali, Morocco, North Korea, Nepal, Somalia, Sudan, Syria, Venezuela, Yemen, and Zimbabwe.  
  
Kindly print and keep a copy of these Terms. The Company reserves the right to change any of these Terms at any time, and in such event, the latest version of these Terms will be published by BitmaxPro at [https://BitmaxPro.com/](https://bitmaxpro.com/en/terms-of-service) .  
  
1.4 SERVICE MODIFICATIONS  
  
  
  
You acknowledge and agree that the Company may modify part or all of BitmaxPro or the Platform services without notice.  
  
1.5 APPLICABLE LAWS AND REGULATIONS  
  
  
  
Your conduct on BitmaxPro is subject to the laws, rules, regulations, guidelines and notices of all applicable governmental or regulatory authority (the "Applicable Laws and Regulations") including, but not limited to AML/CTF provisions as mandated by the laws of Singapore and all other applicable rules and regulations regarding AML/CTF. You unequivocally acknowledge and agree that by signing up to BitmaxPro and opening an account and using BitmaxPro in any capacity, you acknowledge and agree to act in compliance with and be legally bound by these Terms as well as the Applicable Laws and Regulations.  
  
1.6 ACCESSING BitmaxPro  
  
  
  
You acknowledge and agree that you are not permitted to enter or try to access any restricted area of any system or network of BitmaxPro or any BitmaxPro service provider under any circumstances or perform any functions that are not authorised by these Terms.  
  
2. YOUR BitmaxPro ACCOUNT  
  
  
  
2.1 ACCOUNT OPENING  
  
  
  
Only individuals or institutions that have successfully completed and submitted all requested documentation in accordance with our Compliance Program may open a BitmaxPro user account ("BitmaxPro Account"). You hereby authorise the Company, or a third-party service provider, to take all measures necessary to verify and authenticate your identity, confirm the bank account information you submit (if applicable), and to take any action we deem necessary based on the results. Subject to our Compliance Program, by opening a BitmaxPro Account on behalf of an entity or institution, you represent and warrant that you are a beneficial owner and/or designated representative of the said entity or institution and are authorized to open such account(s) on behalf of such entity or institution.  
  
2.2 ACCOUNT TYPES  
  
  
  
In order to access BitmaxPro and the Platform services, you must register and open a BitmaxPro Account. Each BitmaxPro Account may comprise one or more Digital Asset account(s) (each a "Digital Asset Account") that reflects its Digital Asset balance. Access to your BitmaxPro Account is limited solely to the individual or institution which has successfully registered and opened that BitmaxPro Account. You agree that you will not allow any other individual or institution to access or use your BitmaxPro Account.  
  
2.3 ACCOUNT ACCESS  
  
  
  
You are only permitted to access your BitmaxPro Account using your user account login credentials and other required forms of authentication. In order to ensure safety and security of your BitmaxPro Account, we may require multi-factor authentication when accessing your BitmaxPro Account and/or performing certain operations in your BitmaxPro Account. Forms of multi-factor authentication, in addition to your login credentials, may include secret messages delivered to your registered mobile number through short message service ("SMS") or a specified and supported two-factor authentication ("2FA") application. If you choose to install and use a 2FA application on a device (e.g., phone or tablet) on which the operating system has been tampered with in any way, you do so at your own risk. This includes, but is not limited to, a "rooted" (Android) or "jailbroken" (iOS) device. We reserve the right, in our sole discretion, to prohibit access from or by any device on which the operating system has been or is suspected of having been modified or tampered.  
  
You agree that your BitmaxPro Account login credentials and other required forms of authentication (where applicable) chosen by you shall be kept confidential and separate from each other, as well as separate from any other information or documents relating to your BitmaxPro Account. You also agree to be solely responsible for maintaining the security of your BitmaxPro Account login credentials and other required forms of authentication. The Company is not responsible for any unauthorised use of your BitmaxPro Account.  
  
You are responsible for monitoring your BitmaxPro Account. If you notice any unauthorised or suspicious activity in your account, please contact support@BitmaxPro.com immediately.  
  
2.4 ACCOUNT HISTORY  
  
  
  
A historical record of your transactions on the Platform ("Account History") is available on BitmaxPro and contains information regarding your trading activity; however, please note that your Account History should not be treated as a valuation of your account. We use commercially reasonable efforts to ensure that the information contained in your Account History and any notices the Company provides to you are accurate and reliable; however, errors may occur from time to time and such errors do not impact the actual means and results of a given transaction. It is your sole responsibility to review your Account History and any notices. Any transaction listed in your Account History, or other communication including, but not limited to, Order, Trade or other receipts sent to your email on record shall be deemed and treated as authorized, correct, approved, and confirmed by you unless we receive written notice to the contrary within three business days from the date the transaction was listed or the communication was sent (as the case may be).  
  
2.5 ACCOUNT COMMUNICATION  
  
  
  
You understand and agree that all communication with you will be via email. We will use the email address on record for your BitmaxPro Account as our primary means of communicating with you. To ensure that you receive all of our communications, you agree to keep your email address up-to-date and immediately notify us if there are any changes. Delivery of any communication to the email address on record is considered valid, and will be deemed to have been acknowledged as authorized, correct, approved, and confirmed by you unless we have received written notice to the contrary within three business days from the date the communication was sent. If any email communication is returned as undeliverable, the Company retains the right to block your access to BitmaxPro until you provide and confirm a new and valid email address.  
  
2.6 ACCOUNT SUSPENSION  
  
  
  
You acknowledge and agree that, once an account or Related Account (as herein defined) is opened, the Company has the right, at its sole discretion, to immediately suspend your account and all accounts beneficially owned by you and any members of your household or for which you are a representative or authorised signatory and, in the case of entities, any affiliates (each, a "Related Account" or “Related Party”), freeze/lock the Digital Assets in all such accounts, and/or suspend your access to BitmaxPro, until a determination has been made, if we suspect any such accounts to be in violation of (i) any Applicable Laws or Regulations, (ii) any provision of these Terms, (iii) our Marketplace Conduct Rules in Section 4.13 herein, or (iv) our Compliance Program (each, a "Breach of Terms").  
  
You further acknowledge and agree that we have the right to immediately suspend your account and any Related Account, freeze/lock the Digital Assets in all such accounts, and/or suspend your access to BitmaxPro until a determination has been made, if (a) we are required to do so by any regulatory or government authority or court order, (b) the account is, or is related to any account that is, subject to any pending litigation, investigation, or governmental proceeding, (c) the account has a negative balance for any reason, (d) the account has a balance that needs to be reconciled for any reason, (e) we believe someone is attempting to gain unauthorised access to the account, (f) we believe there is unusual activity in the account, (g) we believe you are using BitmaxPro, your login credentials, or other account information in an unauthorised or inappropriate manner, or (h) the account has not been accessed in two years or more.  
  
2.7 ACCOUNT INVESTIGATIONS  
  
  
  
You acknowledge and agree that we have the right to immediately investigate your account and any Related Account, if we suspect, in our sole discretion, that any such account may have committed a Breach of Terms. You further acknowledge and agree that we have the right to immediately investigate your account and any Related Account, if (i) we are required to do so by a regulatory or government authority or court order, (ii) the account is, or is related to any account that is, subject to any pending litigation, investigation, or governmental proceeding, or (iii) the account has not been accessed in two years or more.  
  
If we suspect that an account has committed a Breach of Terms, you acknowledge and agree that upon our request and within the time frame designated by us, you and any Related Party are obligated to respond to any interrogatories in writing and to furnish any documentary materials and other information requested in connection with any investigation initiated pursuant to these Terms. You further acknowledge and agree that neither you nor any Related Party shall impede or delay any investigation or proceeding conducted pursuant to these Terms, nor refuse to comply with any request made pursuant to these Terms.  
  
Following the conclusion of an investigation, we will make, in our sole discretion, a determination based upon the weight of the evidence. If a suspected Breach of Terms pertains to our Marketplace Conduct Rules (as defined herein), we may consider a variety of factors in assessing whether your conduct has breached our Marketplace Conduct Rules, including without limitation your intent and motives, prevailing market conditions, the effect on other market participants, your historical pattern of activity, and your activity in related markets or exchanges.  
  
You acknowledge and agree that if your account or any Related Account is determined, in our sole discretion, to have committed a Breach of Terms, we have the right to terminate any such accounts and take any and all necessary and appropriate actions pursuant to these Terms and/or Applicable Laws and Regulations.  
  
2.8 ACCOUNT CLOSURE  
  
  
  
You may close any of your accounts at any time. For the avoidance of doubt, closing an account will not affect any rights and obligations incurred prior to the date of such account closure. You may be required to either cancel or complete all open orders and, in accordance with the provisions of these Terms, provide transfer instructions of where to transfer any Digital Assets remaining in your account. You are responsible for any fees, costs, expenses, charges, or obligations (including, but not limited to, legal fees or transfer costs of the Digital Assets) associated with the closing of your account. In the event that the costs of closing of your account exceed the value in your account, you will be responsible for reimbursing us. You may not close any of your accounts to avoid paying any fees otherwise due or to avoid any examination related to our Compliance Program.  
  
2.9 CONFIDENTIALITY  
  
  
  
You agree that the information contained in your BitmaxPro Account is confidential and intended only for you and that you will not cause others to rely upon it (save as otherwise prescribed by law) without our prior written consent.  
  
In addition, and for the avoidance of doubt, you agree and understand that we share information concerning you and your accounts as follows: (i) with our third-party service providers that we use or may use to process Digital Assets in connection with the Platform services contemplated by these Terms, in accordance with our ordinary business operations; (ii) with appropriate governmental, state or federal regulatory authorities, and self-regulatory organisations, as we determine, in our sole discretion, is required or otherwise appropriate in connection with our regulatory requirements; and (iii) in response to a court or government order. We may also disclose information about you and your accounts to any BitmaxPro service provider in accordance with Applicable Laws and Regulations, these Terms, our Privacy Policy, and customary banking practices. Lastly, you agree that we may obtain and use such information as may be necessary for legitimate business needs in connection with the operation of BitmaxPro. For more information on what information we collect and how we treat it, please view our Privacy Policy at [https://BitmaxPro.com](https://bitmaxpro.com/privacy) .  
  
2.10 RIGHT OF SET OFF  
  
  
  
You acknowledge and agree that we have the right to set off: (i) negative balances in your Digital Asset Account by buying the necessary amount of Digital Assets at the prevailing market price to set off such negative balances with any of the other Digital Assets in your Digital Asset Account; and (ii) any and all debts or obligations owed to BitmaxPro against balances in your Digital Asset Account or any Related Account.  
  
2.11 ACCOUNT REMEDIES FOR BREACH  
  
  
  
You acknowledge and agree that if your account or any Related Account is determined, in our sole discretion, to have committed a Breach of Terms, we have the right to debit from your account or any Related Account (i) the value of any trading fee discounts or rebates that you or the holder of a Related Account has received in connection with these Terms at any time after one year preceding the date on which we become aware of the existence of the Breach of Terms and (ii) any other damages suffered by us as a result of the Breach of Terms. You further acknowledge and agree that if we determine, in our sole discretion, that you have colluded, coordinated, and/or collaborated with any other User to commit a Breach of Terms, you and that User will be jointly and severally liable for the whole value of any trading fee discounts, rebates, and/or damages to which we are entitled under this subsection and any such amounts may be debited, in our sole discretion, from your account, that User's account, or in each case, any Related Account. We will deduct any such amounts from the respective Digital Asset Account(s). If withdrawing from a Digital Asset Account, we will withdraw sufficient Digital Assets calculated by using the prevailing market price.  
  
2.12 ACCOUNT TERMINATION  
  
  
  
You acknowledge and agree that we have the right to terminate any account at any time and for any reason (at our sole discretion). You further acknowledge and agree that we have the right to take any and all necessary and appropriate actions pursuant to these Terms and/or Applicable Laws and Regulations. If your account is terminated, we will return your Digital Assets, less the value of any trading fee discounts, rebates, and/or damages that we are entitled to pursuant to these Terms. If your account is no longer subject to an investigation, court order, or subpoena, you authorise us to return your Digital Assets (less any trading fee discounts, rebates, and/or damages to which we are entitled) to any bank account or Digital Asset address (as the case may be) linked to your account, unless otherwise required by law. If there is a Digital Asset balance remaining in your account, you agree to provide us with a Digital Asset address within seven business days upon receiving written notice, so that we can return the remaining Digital Assets to you. If you fail to do so, you hereby agree that we are permitted to sell any remaining Digital Assets on the open market at the prevailing market price and return the proceeds (less any trading fee discounts, rebates, and/or damages to which we are entitled) to any bank account or Digital Asset address (as the case may be) linked to your account.  
  
3. COMPLIANCE WITH LAW  
  
  
  
3.1 LEGAL PROCESS  
  
  
  
You acknowledge and agree that we, as well as our affiliates, third-party service providers, their respective officers, directors, agents, joint ventures, employees and representatives (collectively, the "BitmaxPro Service Providers"), may comply with any writ of attachment, execution, garnishment, tax levy, injunction, restraining order, subpoena, warrant or other legal process relating to the Digital Assets in your BitmaxPro Account, which any of us reasonably and in good faith believe to be valid. We may at our sole discretion and subject to applicable laws notify you of such process by electronic communication. We and any BitmaxPro Service Provider shall also be entitled to charge you for associated costs, in addition to any legal process fees. You agree to indemnify, defend, and hold the Company and all BitmaxPro Service Providers harmless from all actions, claims, liabilities, losses, costs, legal fees on an indemnity basis, or damages associated with compliance with any process that we or the BitmaxPro Service Providers reasonably believe in good faith to be valid. You further agree that we and any BitmaxPro Service Provider may honour any legal process, regardless of the method or location of service.  
  
3.2 COMPLIANCE PROGRAM  
  
  
  
Our Compliance Program is designed to prevent the use of the BitmaxPro Platform for money laundering or terrorist financing activities. We shall take all the necessary steps to monitor transactions, prohibit fraudulent transactions, report suspicious activities to the relevant regulators, and actively engage in the prevention of money laundering and any related acts that facilitate money laundering, terrorist financing, or any other financial crimes. At minimum, we shall (i) the appoint a Money Laundering Reporting Officer, who has responsibility for oversight of our compliance with relevant legislation, regulations, rules and industry guidance, (ii) establish and maintain a risk-based approach towards customer due diligence, identification, verification and know your customer procedures, including enhanced due diligence for those customers presenting higher risk, such as Politically Exposed Persons and Correspondent relationships; (iii) establish and maintain risk-based systems and procedures to monitor ongoing User activity; (iv) implement procedures for reporting suspicious activity internally and to the relevant law enforcement authorities as appropriate; (v) maintain appropriate records for the minimum prescribed periods; (vi) provide training and awareness for all relevant employees in our Company; and (vii) provide appropriate management information and reporting to senior management of the Company's to ensure compliance with all regulatory requirements.  
  
3.3 BACKGROUND CHECKS  
  
  
  
In furtherance of our Compliance Program, we reserve the right to require you to provide us with additional information and/or require you to undergo a background check prior to being authorised to use BitmaxPro, or at any point thereafter, in accordance with Applicable Laws and Regulations.  
  
3.4 SOURCE OF DIGITAL ASSETS  
  
  
  
You agree, represent, and warrant that all Digital Assets in your BitmaxPro Account, or Digital Assets exchanged or to be exchanged by you on BitmaxPro, are not the direct or indirect proceeds of any criminal or fraudulent activity.  
  
You are not permitted to receive Digital Assets in your account from a third-party sender. Any Digital Assets you receive from a third-party will be considered unauthorised. We reserve the right to investigate the source of any funds or Digital Assets in your account. Following our review of any Digital Assets in question and the circumstances by which you received them, in the event we will determine that you are not the owner of such Digital Assets, we reserve the right to dispose of these Digital Assets in accordance with Applicable Laws and Regulations and in our sole discretion, which may include, returning them to the destination of their origin or to a charity of our choosing.  
  
3.5 SANCTIONS PROGRAMS  
  
  
  
Pursuant to the economic sanctions programs administered or enforced by any relevant country or government or international authority (“Sanctions Program”), including but not limited to, the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority or the Monetary Authority of Singapore, we are prohibited from providing services or entering into relationships with certain individuals and institutions. In the event that we are required to block funds or Digital Assets associated with your account in accordance with a Sanctions Program, or other similar government sanctions programs, we may: (i) suspend your account; (ii) terminate your account; (iii) return funds or Digital Assets to the destination of their origin or to an account specified by authorities; or (iv) require you withdraw funds or Digital Assets from your account within a certain period of time. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our compliance with Applicable Law and Regulations, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.  
  
4. TRADING AND ORDERS  
  
  
  
4.1 ORDERS  
  
  
  
Digital Assets must be deposited into your BitmaxPro Account prior to placing an Order. You are not permitted to place an Order unless you have enough Digital Assets in your BitmaxPro Account to satisfy your Order. When you place an Order, the full amount of Digital Assets required (including any fees) are placed on hold in your BitmaxPro Account until your Order fills, expires, or is cancelled. Any unfilled portion of your Order will remain on hold until it fills, expires, or is cancelled. You agree that it is your responsibility to cancel any Order (in whole or in part) that you do not want to be filled. You understand that you may not be able to cancel an Order prior to it filling (in whole or in part) and that we are not liable to you for the completion of an Order after you have submitted a cancellation request. Any Order that exceeds the amount of available Digital Assets in your BitmaxPro Account will be rejected.  
  
Prior to the submission of an Order, you are required to review information relating to the order, including without limitation (i) the amount of Digital Assets to be bought or sold, (ii) the gross purchase price (purchase) or sale proceeds (sale) of your Order, (iii) any fees or other charges associated with your Order, (iv) the net proceeds to be transferred into your Digital Asset Account, and (v) a notification which warns you that once your Order has been placed it may not be cancellable or otherwise undone.  
  
4.2 ORDER HANDLING  
  
  
  
You acknowledge and agree that we do not guarantee that any Order you place will be filled. Orders that are active before Stoppages (as defined herein 7.2 MAINTENANCE, DOWNTIME OR STOPPAGE OF SERVICES), will be active once the Platform resumes operations.  
  
You acknowledge and agree that we reserve the right to cancel any Order, or remaining portion of any Order, if (i) any such Order was placed and/or active during Stoppages, (ii) any such Order triggers our Marketplace Controls, or (iii) any such Order is materially non-marketable.  
  
You acknowledge and agree that Orders may be subject to, and we shall have no liability for, delays and/or other conditions affecting transmission or execution of Orders over which we have no control, including, but not limited to, system failure, mechanical or electronic failure or market congestion. We are in no way responsible for ensuring the execution of orders at the price indicated in an Order, if there are any such delays or other conditions affecting transmission or execution.  
  
You further acknowledge and agree that we reserve the right to require all Orders to pass automated compliance checks. If your Order is flagged for review by any of these checks or if it meets certain defined criteria, it may require our manual review and approval. We will use commercially reasonable efforts to review such Orders on a timely basis, but we are not liable for any delays. If at any time you are in any doubt about the status of your Order, you can view your Order status on BitmaxPro. We may cancel any Order flagged for review at our sole discretion. Lastly, we may require you to confirm your Order via telephone or another form of authentication prior to execution.  
  
4.3 ORDER SETTLEMENT  
  
  
  
All Orders that are filled, executed, or matched (in whole or in part), settle immediately and are recorded on our Exchange Ledger. Subject to these Terms, we will use commercially reasonable efforts to settle trades as soon as reasonably practicable.  
  
4.4 MARKET VOLATILITY  
  
  
  
Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any Digital Assets, the actual market rate at which a market order or trade is executed may be different from the prevailing rate indicated via the Platform at the time of your order or trade. You acknowledge and agree that we are not liable for any such price fluctuations.  
  
In the event of a market disruption or Force Majeure event, the Company may, at its sole discretion and without prior notice (i) suspend access to the Platform services, (ii) prevent you from completing any actions via the Platform, including closing any open positions, or (iii) halt trading on the Platform due to market disruption or other relevant external unforeseeable events. As such, BitmaxPro shall not be liable for any claimed losses or loss of profits resulting from any action taken by the Company with respect to such market disruption or Force Majeure event.  
  
Following any such event, when trading resumes, you acknowledge and agree that prevailing market rates may differ significantly from the rates available prior to such event.  
  
4.5 FAILURES, ERRORS OR DISRUPTIONS  
  
  
  
Any system may fail at one time or another, often by reason of forces beyond human control, and this includes the services provided via the Platform. Failures, errors or disruptions, including cyber security related incidents, may occur on BitmaxPro during any stage of the provision of services on the Platform, including without limitation order entry, order matching, trading process or confirmation process. If any such failures, errors or disruptions occur, we will review any orders and trades from such period. We reserve the right to cancel any order and/or reverse any Trade, in whole or in part, in the event of an error or disruption. Absent extraordinary circumstances, any action taken by us will be taken as soon as practicable and within three business days of the detection of any system failure, erroneous order, erroneous trade, disruption, or malfunction. BitmaxPro shall not be liable for any failures, errors or disruptions, whether arising in connection with system or network failures or otherwise, and if you require the highest level of reliability, you agree to maintain secondary trading facilities with other service providers or exchanges.  
  
4.6 REVERSALS; CANCELLATIONS  
  
  
  
You cannot cancel, reverse, or change any transaction marked as "complete", "under review" or "pending" (or other words to similar effect). If your payment is not successful or if your payment method has insufficient Digital Assets, you authorise the Company, in its sole discretion, either to cancel the transaction or to debit your Digital Asset Account or Related Account, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, insufficient Digital Assets, or similar fees. We reserve the right to refuse to process, or to cancel or reverse, any exchange, purchase or sale of Digital Assets in our sole discretion, even after it has been marked as "complete" (or other words to similar effect), if we suspect the transaction involves (or has a high risk of involvement in) (a) money laundering, terrorist financing, fraud, or any other type of financial crime; (b) in response to a subpoena, court order, or other government order; (c) if we reasonably suspect that the transaction is erroneous; or (d) if we suspect the transaction relates to prohibited use (as described in these Terms). In such instances, we will reverse the transaction and we are under no obligation to allow you to reinstate an exchange, purchase or sale order at the same price or on the same terms as the cancelled transaction.  
  
4.7 INTERNET TRANSMISSION RISKS  
  
  
  
You acknowledge that there are risks associated with utilizing an internet-based trading system such as the Platform, including, but not limited to, the failure of hardware, software, and internet connections or the risk of cyber security incidents. You acknowledge and agree that the Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when trading via the Platform, howsoever caused.  
  
4.8 TRANSACTION LIMITS  
  
  
  
The use of all services on BitmaxPro is subject to a limit on the amount of trading volume, calculated in fiat currency and/or Digital Assets, you may transact or transfer in a given period (e.g. daily). Your transaction limits may vary depending on the verification steps you have completed, and other factors as may be prescribed by us. We reserve the right to change applicable limits as we deem necessary in our sole discretion. If you wish to raise your limits beyond the posted amounts, you must submit a request at support@BitmaxPro.com . We may require you to submit additional information about yourself or your business, provide records, and arrange for meetings with our staff (such process, "Enhanced Due Diligence"). We reserve the right to charge you fees and expenses associated with conducting the Enhanced Due Diligence. In our sole discretion, we may refuse to raise your limits, or we may lower your limits at a subsequent time even if you have completed Enhanced Due Diligence.  
  
4.9 TRADING/ TRANSACTION FEE SCHEDULE  
  
  
  
BitmaxPro's trading fee schedule ("Trading Fee Schedule") will be made available on the BitmaxPro Platform with update from time to time. Your acceptance of these Terms is considered to be your acceptance of our Trading Fee Schedule. We reserve the right to change, modify, and/or increase our fees with respect to the Trading Fee Schedule at any time. Any change to our Trading Fee Schedule will take effect immediately upon our notification of such change. You acknowledge and agree that by logging into your account and/or using BitmaxPro following any change to our Trading Fee Schedule, you are agreeing to our revised Trading Fee Schedule. You agree to pay all fees (including trading fees) associated with or incurred by your use of BitmaxPro. Users who have a dormant account, that is, an account that has not engaged in any trading activity for a period of twelve (12) consecutive months, will incur an inactivity fee of $10. If at any time a User’s account is subject to an inactivity fee but the account balance is less than the inactivity fee, BitmaxPro will reduce its fee to the amount of the remaining account balance bringing the balance to $0. No account balance will become negative as a result of the inactivity fee. A User who engages in trading activity after a 12 month dormancy will not be charged an inactivity fee until the account again becomes dormant.  
  
4.10 TRANSFER FEE SCHEDULE  
  
  
  
BitmaxPro's transfer fee schedule ("Transfer Fee Schedule") will be made available on the BitmaxPro Platform from time to time. Your acceptance of these Terms is considered to be your acceptance of our Transfer Fee Schedule. We reserve the right to change, modify, and/or increase our fees with respect to the Transfer Fee Schedule at any time. Any change to our Transfer Fee Schedule will take effect immediately upon our notification of such change. You acknowledge and agree that by logging into your account and/or using BitmaxPro following any change to our Transfer Fee Schedule, you are agreeing to our revised Transfer Fee Schedule. You agree to pay all fees (including transfer fees) associated with or incurred by your use of BitmaxPro.  
  
4.11 MANIFESTLY INCORRECT TRANSACTION POLICY  
  
  
  
We consider a transaction to be manifestly incorrect or clearly erroneous when its price is substantially inconsistent with the prevailing market price (based on information from [https://coinmarketcap.com](https://coinmarketcap.com/) or such other similar website) at the time of execution ("Manifestly Incorrect Transaction"). In making determination, we take into account the circumstances at the time of the transaction, the preservation of the integrity of the market, and the maintenance of a fair and orderly marketplace. You are responsible for ensuring that the appropriate price and Order type is entered into BitmaxPro. A simple assertion by you that a mistake was made in entering an Order, or that you failed to pay attention to or update an Order, will not be sufficient to establish it as a Manifestly Incorrect Transaction.  
  
You acknowledge and agree that if we determine a transaction to be a Manifestly Incorrect Transaction, we may declare it null and void, in whole or in part, even if you and/or the other party do not agree to cancel or modify it. In determining whether a transaction is a Manifestly Incorrect Transaction, we may consider (without limitation) (i) suspicious trading activity (as determined by the Company), (ii) violations of our Marketplace Conduct Rules, (iii) any obvious error in any term, including, but not limited to, price, amount of Digital Assets, or other unit of trading, (iv) occurrence of any disruption or malfunction in the operation of any trading system or component of the Platform, BitmaxPro, a BitmaxPro Service Provider, or a Digital Asset network ("Digital Asset Network"), or (v) if there was extraordinary market conditions or other circumstances in which the nullification or modification of transactions may be necessary for the maintenance of a fair and orderly market.  
  
Absent extraordinary circumstances, the Company will decide and take any action pursuant to this Manifestly Incorrect Transaction Policy within one business day of a transaction. In the event an extraordinary circumstance exists, the Company will decide and take any action pursuant to this Manifestly Incorrect Transaction Policy within seven business days of a transaction.  
  
4.12 MARKETPLACE CONTROLS  
  
  
  
In an effort to foster a fair and orderly market, we have put in place marketplace controls as we may prescribe from time to time in accordance with our internal policies ("Marketplace Controls"), including without limitation automatic cancellation of any order, or the remaining portion of any order, on a continuous order book that would move the market price substantially (i.e. more than 10%) in either direction as compared to the prior prevailing market price, or prohibitions from crossing with yourself on a continuous order book. Your acceptance of these Terms is considered to be your acceptance of our Marketplace Controls. We reserve the right to change or modify our Marketplace Controls at any time, and any changes will take effect immediately upon our notification of such change. You acknowledge and agree that by logging into your account and/or using BitmaxPro following any change to our Marketplace Controls, you are agreeing to our revised Marketplace Controls.  
  
4.13 MARKETPLACE CONDUCT RULES  
  
  
  
You acknowledge and agree to abide by the marketplace standards of conduct rules ("Marketplace Conduct Rules") enforced by the Company, which are designed to prevent the use of BitmaxPro for disruptive or manipulative conduct or deceptive practices, including, but not limited to, disruptive trading and price manipulation. We take our Marketplace Conduct Rules very seriously and it is our policy to take all the necessary steps to prohibit manipulative conduct or deceptive practices. The following are strictly prohibited on BitmaxPro:  
  
4.13.1 MARKET MANIPULATION  
  
Any disruptive trading in or manipulation of the BitmaxPro marketplace whatsoever is strictly prohibited by the Company. Orders placed on BitmaxPro for the purpose of generating unnecessary volatility or creating a condition in which prices do not or will not reflect fair market values are prohibited. If you or any Related Party make or assist in placing any such Order or in any way assist, directly or indirectly, in carrying out any plan or scheme for the placing of any such Order for the purposes of generating unnecessary volatility or effecting market prices, you and any Related Party will be deemed to have engaged in an act detrimental to BitmaxPro. Based upon the severity of the market manipulation, there will be fine of up to two (2) million USDT.  
  
4.13.2 FRAUDULENT ACTS  
  
Neither you nor any Related Party shall engage or attempt to engage in any fraudulent act or engage or attempt to engage in any scheme to defraud, deceive or mislead, in connection with or related to any Order or Trade or any other activity related to BitmaxPro or the Platform services.  
  
4.13.3 VIOLATION OF APPLICABLE LAWS AND REGULATIONS  
  
Neither you nor any Related Party shall engage in conduct that is in violation of any Applicable Laws and Regulations.  
  
4.13.4 MISSTATEMENTS  
  
It is a violation of these Terms to make any misstatement of a material fact to BitmaxPro, its board of managers, any committee thereof, or any director, officer, manager, or employee of BitmaxPro, including, but not limited to a misstatement of material fact during the account opening or Enhanced Due Diligence processes.  
  
4.13.5 PRE-ARRANGED TRADES  
  
Neither you nor any Related Party shall place any Order on BitmaxPro which has been pre- arranged (or discussed with another market participant prior to being placed on BitmaxPro) for the purpose of creating an artificial price, fictitious Trade, or other disruptive, fraudulent, non- competitive, or unfair impact on the BitmaxPro marketplace.  
  
4.13.6 SIMULTANEOUS BUY AND SELL ORDERS  
  
Neither you nor any Related Party shall place simultaneous buy and sell Orders that could potentially execute against each other. In addition, it is a violation of these Terms to take advantage of the BitmaxPro self-match prevention mechanism in a way that has the effect of misleading the market.  
  
4.13.7 WASH TRADES  
  
Neither you nor any Related Party, through one or more accounts, shall place or accept buy and sell Orders at the same price, where you or any Related Party knows or reasonably should know that the purpose of the Orders is to avoid taking a bona fide market position exposed to market risk (transactions commonly known or referred to as wash trades). Buy and sell Orders from different accounts with common beneficial ownership and/or affiliation that are placed with the intent to (i) pass money or Digital Assets between accounts (ii) negate market risk or price competition, or (iii) achieve a favourable Trading Fee Schedule and the resulting benefits, shall also be deemed to violate our prohibition on wash trades. Additionally, neither you nor any Related Party shall knowingly execute or accommodate the execution of such Orders by direct or indirect means.  
  
4.13.8 ACCOMMODATION TRADING  
  
Neither you nor any Related Party shall enter into non-competitive transactions on BitmaxPro for the purpose of assisting another person to engage in transactions that are in violation of our Marketplace Conduct Rules or any Applicable Laws and Regulations.  
  
4.13.9 FRONT-RUNNING  
  
Neither you nor any Related Party shall take a position based upon non-public information regarding an impending transaction by another User.  
  
4.13.10 DISRUPTIVE PRACTICES  
  
Neither you nor any Related Party shall engage in any trading, practice, or conduct on BitmaxPro that is commonly known as "spoofing" (bidding or offering with the intent to cancel the bid or offer before execution). All Orders must be placed for the purpose of executing bona fide transactions. Additionally, all non-actionable messages must be placed in good faith for legitimate purposes, and you shall (without limitation) not place or cause to be placed (i) an Order with the intent, at the time of entry, to cancel the Order before execution or to modify the Order to avoid execution, (ii) an Order or actionable or non-actionable message or messages with the intent to mislead other market participants, (iii) an Order or actionable or non-actionable message or messages with the intent to overload, delay, or disrupt the systems of BitmaxPro or other market participants, or (iv) an Order or actionable or non-actionable message with the intent to disrupt, or with reckless disregard for the adverse impact on the orderly conduct of trading or the fair execution of transactions.  
  
4.14 Leveraged Trading  
  
  
  
You acknowledge and understand the increased risks associated with leveraged trading services, including margin trading and futures trading, offered on the BitmaxPro Platform, including but not limited to, the risk of major fluctuations of Digital Assets and the risk of exacerbated adverse outcome when leverage is used. The use of leverage can lead to greater losses as well as increased gains.  
  
You acknowledge and agree that you have sufficient investment knowledge and experience and the capacity to take the increased risks arising from leveraged trading. You further agree to independently assume all the risks arising from conducting leveraged trading in your own account.  BitmaxPro does not take responsibility for any losses or damage incurred as a result of your use of any leveraged trading services offered on the Platform or your failure to understand the risks associated with leveraged trading.  
  
You agree and hereby authorize BitmaxPro to take reasonable measures in its sole discretion, including but not limited to, forced position reduction and liquidation under extreme market volatility and other circumstances, for the purposes of protecting the legitimate interests of all Users and the Company.  
  
You agree to maintain in your BitmaxPro margin and/or futures account a sufficient amount of Digital Assets to meet any margin requirements imposed by BitmaxPro with respect to leveraged trading activities. Failure to maintain a sufficient amount of Digital Assets can result in the forced-liquidation of digital assets in your margin/futures account.  
  
Under extreme market circumstances and volatility, the forced liquidation of digital assets in your margin and/or futures account can occur without any notification. If the net asset value of your account falls below maintenance margin requirements, the digital assets in your account will be subject to forced liquidation to cover the margin deficiency. You also will be responsible for any shortfall in the account after such a sale.  
  
In the event where the market continues moving against the open leveraged positions, the distress positions in your User account can be taken over by transferring to either Backstop Liquidity Providers (“BLPs”) or Users with the top10 largest opposing positions through an auto-deleveraging process.  
  
BitmaxPro reserves the right to amend, suspend or terminate any part of leveraged trading services at any time and without advance notice.  
  
5. BitmaxPro SUPPLEMENTAL TERMS FOR CREDIT OR DEBIT CARD PURCHASES  
  
  
  
These Supplemental Terms for Credit or Debit Card Purchases, in addition to our Terms of Service, govern your use of certain credit card and/or debit card purchases of Digital Assets on the BitmaxPro Platform. Capitalized terms not defined herein shall have the meaning given to them in the Terms of Service. In the event of a conflict between the Terms of Service and these Supplemental Terms with respect to credit card or debit card purchases, these Supplemental Terms will control.  
  
If you do not agree to be bound by these Supplemental Terms, please do not use or access this service.  
  
5.1 Use of credit cards and debit cards to purchase Digital Assets.  
  
  
  
The BitmaxPro Platform allows unrestricted users in good standing who reside in eligible jurisdictions to utilize accepted credit cards and debit cards to purchase Digital Assets. We accept certain credit cards and debit cards for use in the purchase of Digital Assets. We have the right to determine which credit card and/or debit card providers to support, and we reserve the right to change which credit card and/or debit card providers we support at any time without notice.  
  
In choosing to purchase Digital Assets with your credit card or debit card, you are buying such Digital Asset from BitmaxPro directly. In this capacity, BitmaxPro will be dealing as a principal on its own account and will not be acting as an intermediary or marketplace between other buyers and sellers of Digital Assets.  
  
5.2 Requirements.  
  
  
  
In order to utilize a credit card or debit card to purchase Digital Assets, your BitmaxPro account must be verified and you must reside in one of the supported countries. In addition, your debit card or credit card needs to support 3D Secure.  
  
5.3 No Third-Party Payments.  
  
  
  
You agree that only debit cards and/or credit cards which are issued to and/or registered in your name will be used to effect payments to BitmaxPro.  
  
5.4 Purchase of Digital Assets with a credit card or debit card.  
  
  
  
A purchase of Digital Assets using a credit card or debit card generally will initiate on the business day we receive your instructions. BitmaxPro will make reasonable efforts to ensure that requests for credit card and debit card purchases are processed in a timely manner. However, BitmaxPro makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.  
  
Purchased Digital Assets will be deposited in your Wallet upon the completion of the transaction processing. The purchased Digital Assets can be immediately exchanged for other Digital Assets, as well as utilized in BitmaxPro’s Earn products.  
  
5.5 Withdrawal hold / Security Precautions.  
  
  
  
As a security precaution, withdrawals in any currency, or transfers of Digital Assets to external wallets, of up to 125% of your debit card or credit card purchase will be locked for seven (7) days following your purchase of the Digital Assets.  
  
You agree and understand that we reserve the right to implement additional security precautions in our sole discretion and without notice. This may include, but is not limited to, increasing and/or decreasing credit card and debit card purchase limits, as well as limiting the number of transactions allowed per day.  
  
5.6 No Chargebacks.  
  
  
  
If you use a credit card or a debit card to purchase Digital Assets, you agree that you will not exercise the right to claim funds back (a “Chargeback”) other than for unauthorized use of the credit card and/or debit card which would result in you having a right to a refund of the purchase amount. Otherwise, you may not Chargeback any purchase or allow Chargeback of any purchase for reasons for which we are not responsible including (but not limited to) insufficient balance on the debit card account.  
  
5.7 Fees and Third-Party Fees.  
  
  
  
Depending on your card issuer’s policy, they may charge additional fees for credit card and/or debit card purchases. Bank charges for credit card and debit card payments or international transaction fees are independent from any fee BitmaxPro may charge are outside of our control. You shall be responsible for any fees charged by your bank or credit card issuer(s) (including but not limited to any international transaction fees, cash advance fees and transfer to overseas service charges) relating to the purchase of Digital Assets with your credit or debit card. Some banks or credit card issuers may treat the purchasing of Digital Assets with credit card as cash advance which may incur a high fee or interest rate. If you are in doubt, please check with your bank or card issuer prior purchasing any Digital Assets.  
  
  
  
You acknowledge and agree that BitmaxPro shall not be liable for any of your losses (including but not limited to direct or indirect losses, incidental, consequential, special, punitive, or liquidated damages).  
  
6. Other Products and Services  
  
  
  
6.1 Copy Trading Service  
  
  
  
The Copy Trading Service allows the User to subscribe to a selected trader’s activities, follow and copy the selected trader’s trading strategies, and view selected trader’s history, rankings, risk profile and other information relating to the trader’s performance.  
  
You acknowledge and agree that should you subscribe to the Copy Trading Service, you are solely responsible for your own investment research and financial decisions, and determining whether any trades or trading strategies are appropriate or suitable for you based on your own objectives and personal and financial situation. Use of the Copy Trading Service should not be construed as receiving financial or investment advice.  
  
By subscribing to the Copy Trading Service, you acknowledge that you understand all aspects of the risks associated with the copied account and the copied trader’s trading objectives. You are solely responsible for reliance on any advice or information from third-party providers. You acknowledge and agree that your use of the Copy Trading Service is highly risky and that you could sustain significant losses. Additionally, you agree to use the Copy Trading Services at your own risk and that the Platform will not be liable to you for any losses that you may sustain as a result of your use of the Copy Trading Service.  
  
By subscribing to the Copy Trading service, you authorize the Platform to execute any and all trades and/or positions undertaken by the trader, account, portfolio and/or strategy that you choose to follow and copy using the Copy Trading Service. All trades are done automatically once initiated by you. You understand and agree that the automated trading execution pursuant to Copy Trading Service means trades are opened and closed in your account without your manual intervention  
  
You acknowledge and agree that you are at all times, solely responsible for assessing, selecting, and monitoring: (i) the suitability of the copied traders / their trading strategies; and (ii) the overall performance of the copied trader, account, portfolio and/or strategy.  
  
You further acknowledge and agree that if you place additional trades in your account or you modify or cancel an order generated by the Copy Trading Service, you may achieve a materially different result than the result achieved by the trader that you have chosen to copy. Should a copied trader cash-out and withdraw, you may also generate a materially different result than the trader, account, portfolio and/or strategy that you have chosen to copy as it may affect the Copy Trading Service proportions.  
  
You acknowledge and agree that the Platform reserves the right to amend, pause and to stop any Copy Trading Service, including but not limited to any trader, account, portfolio and/or trading strategy, at its sole and absolute discretion.  
  
You agree to pay the required subscription fee that is set by the Trader for the use of Copy Trading Service. The fee subscription fee will be deducted from your account on a monthly basis.  
  
Please refer to COPY TRADING TRADER SERVICE AGREEMENT for complete information.  
  
6.2 Staking Service  
  
  
  
BitmaxPro provides Staking Service to Users for purposes of delegating (also referred to as “stake” or “staking”) the User’s tokens (“Tokens”) in exchange fora share of Net Staking Rewards. The Platform will then stake those Tokens through third-party validators on the applicable network for the Digital Asset being staked.  
  
You can provide instructions, such as delegate, undelegate and instant unbonding etc. through the Platform. Once the instructions are received, the system will record the instructions and you will not be able to cancel or edit those instructions.  
  
You acknowledge and agree that BitmaxPro holds the right to reject your participation in Staking, in the event that you are unable to fulfill your identity verification requirements or for any other suspicious activity detected while participating in the services provided by BitmaxPro. The Tokens being staked should come from legitimate sources and should not be used to conduct illegal activities.  
  
When the Tokens are successfully delegated, you hereby authorize BitmaxPro to perform the Staking Service and collect Staking Rewards on your behalf. BitmaxPro maintains sole discrepancy in choosing Validators of Supported Blockchains.  
  
You acknowledge and agree that the estimated reward yield displayed on BitmaxPro is an estimation and not a guaranteed or promised actual yield. The actual yield you receive may not meet or may be lower than the estimated yield. BitmaxPro does not promise or guarantee the actual yield or Staking rewards you will receive.  
  
You acknowledge and agree that when you undelegate your Tokens, the delivery of such Tokens into your account may vary and the delivery time displayed on the Platform is final. BitmaxPro shall not be liable for any losses caused by timing differences associated with the actual delivery of the Tokens.  
  
If you choose to undelegate the Tokens and use the Instant Unbonding function, a fee is applicable. The Instant Unbonding fees: (i) are posted on the Platform (ii) vary by Supported Blockchain; (iii) change periodically and (iv) are governed by the information posted on the Website on the date when you undelegate the Tokens.  
  
You acknowledge and agree that BitmaxPro reserves the right to amend any terms related to any specific Staking program at any time in its sole discretion. BitmaxPro shall not be liable for any losses due to your misunderstanding of the Staking program terms and changes to such term’s rules  
  
Please refer to BitmaxPro Staking Agreement [Link to https://BitmaxPro.com] for complete information.  
  
7. DIGITAL ASSETS  
  
  
  
7.1 DIGITAL ASSETS  
  
  
  
As used herein, "Digital Asset" means a digital asset (also called a "cryptocurrency", "virtual currency", "digital currency", or "digital commodity"), such as bitcoin or ether, which is based on the cryptographic protocol of a computer network that may be (i) centralised or decentralised, (ii) closed or open-source, and (iii) used as a medium of exchange and/or store of value.  
  
7.2 DIGITAL ASSET DEPOSITS  
  
  
  
Digital Asset deposits will typically be credited to your BitmaxPro Account after the requisite number of network confirmations (as may be determined by the Company in its sole discretion) have occurred on the blockchain for the deposited Digital Asset. In certain situations, Digital Asset deposits may be delayed in connection with Stoppages or congestion of or disruption to a Digital Asset Network.  
  
7.3 DIGITAL ASSET WITHDRAWALS  
  
  
  
Digital Assets withdrawals will typically be processed at the speed of a Digital Asset Network. In certain situations, Digital Asset withdrawals may be delayed in connection with Stoppages or the congestion or disruption of a Digital Asset Network.  
  
7.4 DIGITAL ASSET NETWORKS  
  
  
  
The Company doesnot own or control the underlying software protocols or cryptographic protocols of Digital Asset Networks which govern the operation of Digital Assets. These underlying protocols are generally open source and anyone can use, copy, modify, distribute them. You acknowledge and agree that: (i) the Company is not responsible for the operation of the underlying protocols, and (ii) the Company makes no guarantees regarding their security, functionality, or availability of such Digital Asset Networks  
  
7.5 SUPPORTED NETWORKS  
  
  
  
You acknowledge and agree that we support certain Digital Asset Networks on BitmaxPro (each, a "Supported Network"). The list of Supported Networks (including, without limitation Bitcoin and Ether) will be made available on the BitmaxPro platform from time to time. We reserve the right to amend the list of Supported Networks at our sole discretion, which will take effect immediately upon such time as we may prescribe.  
  
7.6 SUPPORTED DIGITAL ASSETS  
  
  
  
You acknowledge and agree that we support certain Digital Assets of Supported Networks on BitmaxPro (each, a "Supported Digital Asset"). Please regularly check the BitmaxPro website for the latest information with respect to Supported Digital Assets.  
  
Digital Assets of an unsupported Digital Asset Network or Digital Assets that operate "on top of", or are derived from, or based or developed on a Supported Network, unless explicitly named herein, are not considered Supported Digital Assets (each, an "Unsupported Digital Asset").  
  
7.7 FORKS  
  
  
  
You acknowledge and agree that the underlying protocols of Supported Networks are subject to changes in operating rules (each a "Fork") that may result in more than one version of such Supported Network (each, a "Forked Network") and us holding an identical amount of Digital Assets associated with each Forked Network. You further acknowledge and agree that that Forks may materially affect the value, function, and/or name of the Digital Assets you hold on BitmaxPro.  
  
In the event of a Fork, you agree and understand that we may temporarily suspend the operations of BitmaxPro (with or without advance notice to you) while we choose, in our sole discretion, except as otherwise described herein, which Forked Networks to support. You acknowledge and agree that BitmaxPro does not support Forked Networks and that the Digital Assets of Forked Networks relating to Digital Asset addresses, which we control, will not be made available to you.  
  
DIGITAL ASSET VALUES CAN FLUCTUATE SUBSTANTIALLY WHICH MAY RESULT IN A TOTAL LOSS OF THE VALUE OF DIGITAL ASSETS HELD BY US ON YOUR BEHALF. THE SUPPLY OF DIGITAL ASSETS AVAILABLE TO US TO PROVIDE TO YOU AS A RESULT OF A FORKED NETWORK AND OUR ABILITY TO DELIVER DIGITAL ASSETS RESULTING FROM A FORKED NETWORK MAY DEPEND ON THIRD PARTY PROVIDERS THAT ARE OUTSIDE OF OUR CONTROL. WE DO NOT OWN OR CONTROL ANY OF THE PROTOCOLS THAT ARE USED IN CONNECTION WITH DIGITAL ASSETS AND THEIR RELATED DIGITAL ASSET NETWORKS, INCLUDING THOSE RESULTING FROM A FORKED NETWORK. ACCORDINGLY, WE DISCLAIM ALL LIABILITY RELATING TO SUCH PROTOCOLS AND ANY CHANGE IN THE VALUE OF ANY DIGITAL ASSETS (WHETHER OF A FORKED NETWORK OR OTHERWISE), AND WE MAKE NO GUARANTEES REGARDING THE SECURITY, FUNCTIONALITY, OR AVAILABILITY OF SUCH PROTOCOLS OR DIGITAL ASSET NETWORKS. YOU ACCEPT ALL RISKS ASSOCIATED WITH THE USE OF BitmaxPro TO CONDUCT TRANSACTIONS, INCLUDING, BUT NOT LIMITED TO, FAILURES OF HARDWARE, SOFTWARE, AND INTERNET CONNECTIONS.  
  
7.8 BITCOIN FORKS  
  
  
  
In the event of a Fork of the Bitcoin Network, we will support the Forked Network that requires the greatest total threshold number of hash attempts to mine all existing blocks measured during the 48-hour period following a Fork (the "Greatest Cumulative Computational Difficulty") and will call its Digital Asset "bitcoin" and use the ticker "BTC." You agree and understand that we may, in our sole discretion, suspend operations, in whole or in part (with or without advance notice), for however long we deem necessary, while we make this determination; however, we will not suspend bitcoin trading. If we are unable to make a conclusive determination as to which Forked Network has the Greatest Cumulative Computational Difficulty, or if we, in consultation with our consultants or advisors ("Consultants"), determine in good faith that Greatest Cumulative Computational Difficulty is not a reasonable criterion upon which to make a determination, we will support the Forked Network that we, in consultation with our Consultants, deem in good faith is most likely to be supported by the greatest number of users and miners and will call its Digital Asset "bitcoin" and use the ticker "BTC." We may also support the other Forked Network, in which case we will call its Digital Asset by a different name and use a different ticker.  
  
7.9 ETHEREUM FORKS  
  
  
  
In the event of a Fork of the Ethereum Network, we will support the Forked Network that has the Greatest Cumulative Computational Difficulty and will call its Digital Asset "ether" and use the ticker "ETH." You agree and understand that we may, in our sole discretion, suspend operations, in whole or in part (with or without advance notice), for however long we deem necessary, while we make this determination; however, we will not suspend ether trading. If we are unable to make a conclusive determination as to which Forked Network has the Greatest Cumulative Computational Difficulty, or if we, in consultation with our Consultants, determine in good faith that Greatest Cumulative Computational Difficulty is not a reasonable criterion upon which to make a determination, we will support the Forked Network that we, in consultation with our Consultants, deem in good faith is most likely to be supported by the greatest number of users and miners and will call its Digital Asset "ether" and use the ticker "ETH." We may also support the other Forked Network, in which case we will call its Digital Asset by a different name and use a different ticker.  
  
7.10 FORKS OF NETWORKS OF OTHER SUPPORTED DIGITAL ASSETS  
  
  
  
Section 7.9 shall apply, mutatis mutandis, to forks of networks of other Supported Digital Assets - we will generally support the Forked Network that has the Greatest Cumulative Computational Difficulty.  
  
7.11 UNSUPPORTED FORKED NETWORKS  
  
  
  
You agree and understand that we may choose, in our sole discretion, except as described herein, not to support a Forked Network (each, an "Unsupported Forked Network") and that you have no right, claim, or other privilege to any Digital Assets of an Unsupported Forked Network. With respect to an Unsupported Forked Network, we will treat its Digital Assets as Unsupported Digital Assets and we may, in our sole discretion, elect to: (i) abandon or otherwise not pursue obtaining its Digital Assets, (ii) pursue and retain its Digital Assets as property belonging solely to the Company, or (iii) determine your balance at the time of the Fork, account for it as your property, and make it available to you via a one-time withdrawal mechanism (subject to the withholding and retention by the Company of any amount reasonably necessary, as determined in our sole discretion, to fairly compensate us for the efforts expended to make such Digital Assets available). A withdrawal pursuant to this section does not make an Unsupported Forked Network a Supported Network or its Digital Assets Supported Digital Assets.  
  
If we decide to support an Unsupported Forked Network and its Digital Assets in the future, we will determine your balance at the time of the Fork (minus any applicable withdrawals in accordance with this Section) and account for it as your property, which will be reflected in your Digital Asset Account.  
  
7.12 UNSOLICITED TRANSFERS  
  
  
  
You acknowledge and agree that in the event that a third-party deposits Supported Digital Assets into a Digital Asset address that we control, we have the right to and will account for any such Supported Digital Assets as (i) your property if sent to your Digital Asset Account, or (ii) our property, belonging solely to us, if sent to any other Digital Asset address that we control. You agree and understand that in the event that you or a third-party deposits Unsupported Digital Assets into a Digital Asset address that we control, we have the right to and will account for any such Unsupported Digital Assets as our property.  
  
You further acknowledge and agree that the types of transfers described in this Section (each an "Unsolicited Transfer") do not create a relationship between us and the sender and do not subject us to any obligations with respect to the sender.  
  
7.13 RETURN OF UNSOLICITED TRANSFERS  
  
  
  
You acknowledge and agree that we have absolutely no obligation or duty to return the Digital Assets of an Unsolicited Transfer. Exceptions to this Section will be considered and made on a case-by-case basis, in our sole discretion.  
  
7.14 AIRDROPS  
  
  
  
You acknowledge and agree that in the event that a Digital Asset Network attempts to or does distribute (sometimes called "airdropping" or "bootstrapping") its Digital Assets to Digital Asset addresses of a Supported Network, we will treat this Digital Asset Network as an Unsupported Forked Network.  
  
You further acknowledge and agree that airdropped Digital Assets do not create a relationship between us and the sender and/or the related Digital Asset Network and do not subject us to any obligations with respect to the sender and/or the related Digital Asset Network.  
  
7.15 UNCLAIMED PROPERTY  
  
  
  
In the event, there are Digital Assets in your BitmaxPro Account, and we are unable to contact you and has no record of your use of the services on the Platform for a period of time, applicable law may require us to report these Digital Assets as unclaimed property to the applicable jurisdiction. If this occurs, we will attempt to locate you at the last known address in our records, but if we are unable to locate you, we may be required to deliver any such Digital Assets to the applicable jurisdiction as unclaimed property. We reserve the right to deduct a dormancy fee or other administrative charges from such unclaimed Digital Assets, as permitted by applicable law.  
  
7.16 INSURANCE  
  
  
  
Deposits in your Digital Asset Account are not insured.  
  
7.17 FIAT CURRENCY  
  
  
  
BitmaxPro does not directly accept fiat currency deposits or withdrawals,wire transfers, or Automated Clearing House deposits. However, BitmaxPro does offer credit card payment and other payment options through partnerships with independent third-party payment vendors for payment processing on the vendors’ website.  
  
8. GENERAL  
  
  
  
8.1 PROPRIETARY RIGHTS AND LIMITATIONS ON USE  
  
  
  
BitmaxPro is the Company’s proprietary platform. BitmaxPro, and all material on the BitmaxPro website are protected by copyright and other intellectual property laws. You acknowledge and agree not to modify, copy, reproduce, retransmit, distribute, sell, publish, broadcast, create derivative works from, or store BitmaxPro source code or similar proprietary or confidential data or other similar information provided via BitmaxPro, without the Company’s prior written consent. You may not use BitmaxPro for any unlawful purpose.  
  
By agreeing to these Terms, the Company hereby grants you a non-assignable and non-exclusive personal, royalty-free license to use BitmaxPro in accordance with these Terms. All other uses are prohibited. All rights in and to BitmaxPro, and not granted herein, are reserved.  
  
BitmaxPro and the BitmaxPro logo (whether registered or unregistered) (the "BitmaxPro Marks") are proprietary marks licensed to BitmaxPro and protected by applicable trademark laws. Nothing contained in these Terms should be construed as granting any license to or right to use any of the BitmaxPro Marks displayed here without our express written consent. Any unauthorised use of the BitmaxPro Marks is strictly prohibited. You may not use any of the BitmaxPro Marks in connection with the creation, issuance, sale, offer for sale, trading, distribution, solicitation, marketing, or promotion of any investment products (e.g., Digital Assets, fiat currency, securities, commodities, investment or trading products,  
  
derivatives, structured products, investment funds, investment portfolios, commodity pools, swaps, securitisations or synthetic products, etc.), including where the price, return, and/or performance of the investment product is based on, derived from, or related to BitmaxPro or any portion thereof, without a separate written agreement with us.  
  
8.2 MAINTENANCE, DOWNTIME OR STOPPAGE OF SERVICES  
  
  
  
You acknowledge and agree that part of or all of BitmaxPro may be periodically unavailable during scheduled maintenance, unscheduled downtime, or other stoppage of services (collectively, "Stoppages"). You acknowledge and agree that BitmaxPro shall not be liable for any inconvenience or damage to you as a result of Stoppages. Following Stoppages, when services resume, you acknowledge that the prevailing market prices may differ significantly from the prices prior to such Stoppages.  
  
8.3 COOKIES  
  
  
  
When you access BitmaxPro, we may make use of the standard practice of placing tiny data files called cookies, flash cookies, pixel tags, or other tracking tools (herein, "Cookies") on your computer or other devices used to visit BitmaxPro. Cookies are small bits of information that are automatically stored on the web browser of your device that can be retrieved by us. The type of information we collect includes, but is not limited to, uniquely identifying visitor information and information related to your usage preferences. We use these technologies to help us recognise you as a user, collect information about your use of BitmaxPro to better customise our services and content for you, and collect information about your computer or other access devices to (i) ensure compliance with our Compliance Program and (ii) ensure that your account security has not been compromised by detecting irregular or suspicious account activities. By using BitmaxPro, you acknowledge and agree that we may collect and/or transmit any data collected from you via the Cookies to any BitmaxPro Service Provider, such as analytics providers, which may also make use of such ormation collected. If you block or delete Cookies, we may not be able to provide you with all of the Platform services. If you do not consent to the placing of Cookies on your device, please do not visit, access, or use BitmaxPro.  
  
8.4 RECORDING AND RECORDKEEPING  
  
  
  
We may electronically record and retain any electronic, email or telephone conversation we have with you, as well as all information, activity, and communications relating to your BitmaxPro Account and/or use of BitmaxPro. Records would be retained for such period as may be necessary by law, as we may require for our business, or internal record retention compliance policies.  
  
8.5 THIRD-PARTY SERVICE PROVIDERS  
  
  
  
You acknowledge and agree that we may use third-party providers to gather, review, and transmit your data and activity from one or more of your financial institutions to us or from us to regulatory authorities on our behalf. By using BitmaxPro, you agree to grant such third-party providers the right, power, and authority to access and transmit your data, activity, and personal and financial information in accordance with and pursuant to such financial institution or regulatory authority’s terms and conditions, privacy policy, and/or other policies.  
  
8.6 THIRD-PARTY WEBSITES  
  
  
  
BitmaxPro may link to other websites operated by or with content provided by third parties, and such other websites may link to our website. You acknowledge and agree that BitmaxPro has no control over any such other websites or content and will have no liability arising out of or related to such other websites or content. The existence of any such links does not constitute an endorsement of such websites or ontent. BitmaxPro is providing these links to you only as a convenience.  
  
8.7 THIRD-PARTY INFORMATION ACCURACY AND USAGE  
  
  
  
An information provider is any company or person who directly or indirectly provides us with information ("Information Provider"). Such information could include, but is not limited to, overall market data, quotations from other exchanges, markets, dealers, and/or miners of Digital Assets. The third-party information we may provide through BitmaxPro has been obtained from Information Providers and sources we believe are reliable; however, we cannot guarantee that this information is accurate, complete, timely, or in the correct order. The information belongs to the Information Providers. You may use this information only for your own benefit. You may not reproduce, sell, distribute, circulate, create derivative works from, store, commercially exploit in any way, or provide to any other person or entity without our written consent or the consent of the Information Provider, if required.  
  
You acknowledge and agree that the information and services provided by BitmaxPro are not provided to, and may not be used by, any individual or institution in any jurisdiction where the provision or use thereof would be contrary to (a) any Applicable Laws and Regulations, (b) the rules or regulations of any governmental authority or regulatory organisation, or (c) where BitmaxPro is not authorised to provide such information or services, as BitmaxPro may not be available in all jurisdictions.  
  
8.8 TAXES  
  
  
  
It is your sole responsibility to determine whether, and to what extent, taxes apply to any transactions you conduct through the Platform, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your Account History is available through your BitmaxPro Account; however, such Account History may be incomplete and it is your sole responsibility to separately download and record your Account History from time to time when available.  
  
8.9 FORCE MAJEURE  
  
  
  
You acknowledge and agree that in no event shall we or any BitmaxPro Service Provider be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our or any BitmaxPro Service Providers' reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control including cyber security attacks, pandemics, or other events or incidents.  
  
8.10 LEGAL COSTS  
  
  
  
You agree to indemnify us and any BitmaxPro Service Provider for actual, reasonable legal costs and expenses directly related to your account or any Related Account that are a result of any regulatory inquiry, legal action, litigation, dispute, or investigation whether such situations occur or are anticipated, that arise or relate to you or your use of BitmaxPro. We will be entitled to charge your BitmaxPro Account for such costs without notice, including legal and enforcement related costs that we incur. Any withholding will last for a period of time that is reasonably necessary to resolve any regulatory or legal issue at hand. We may place any amounts garnered from you in a separate account, and will return the remaining balance to you after any noted issue has been resolved. Furthermore, you agree that where such anticipated or actual actions relate to a specific asset in your account, that asset may not be transferred out of the said account until the matter is resolved. We will provide copies of all invoices upon written request.  
  
8.11 ENTIRE AGREEMENT  
  
  
  
These Terms and our Privacy Policy, incorporated herein by reference, comprise the entire understanding and agreement entered into by and between you and us as to the subject matter hereof, and supersede any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of these Terms).  
  
8.12 ASSIGNMENT  
  
  
  
These Terms, or your rights and obligations hereunder, may not be transferred by you, but may be assigned by us without restriction (without having to seek your prior consent). Any attempted transfer or assignment by you in violation hereof shall be null and void. These Terms shall be binding and inure to the benefit of the parties hereto, our successors, and permitted assigns.  
  
8.13 RELATIONSHIP OF THE PARTIES  
  
  
  
You acknowledge and agree that nothing in these Terms shall be deemed to constitute, create, imply, give effect to, or otherwise recognise a partnership, employment, joint venture, or formal business entity of any kind， rights and obligations of the parties shall be limited to those expressly set forth herein. Except for the indemnity and exculpation provisions herein, nothing expressed in, mentioned in, or implied from these Terms is intended or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to these Terms. These Terms and all representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the exclusive benefit of you and us.  
  
8.14 SEVERABILITY  
  
  
  
You acknowledge and agree that if any provision of these Terms, or application thereof, shall be determined to be invalid or unenforceable under any rule, law, or regulation or by any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law. You further agree and understand that the validity of or enforceability of any other provision (or of such provision, to the extent its application is not invalid or unenforceable) of these Terms shall not be affected.  
  
8.15 SURVIVAL  
  
  
  
All provisions of these Terms which by their nature extend beyond the expiration or termination of these Terms, including, without limitation, sections pertaining to suspension or termination, debts owed, general use of BitmaxPro, intellectual property and proprietary rights, disputes with us, and general provisions, shall survive the termination or expiration of these Terms.  
  
8.16 HEADINGS  
  
  
  
Section headings in these Terms are for convenience only, and do not govern the meaning or interpretation of any provision of these Terms.  
  
8.17 ENGLISH LANGUAGE PREVAILS  
  
  
  
Notwithstanding any other provision of these Terms, any translation of these Terms is provided for your convenience. The meanings of terms, conditions, and representations herein are subject to their definitions and interpretations in the English language. In the event of conflict or ambiguity between the English language version and translated versions of these terms, the English language version shall prevail. You acknowledge and agree that you have read and understood the English language version of these Terms.  
  
8.18 WRITTEN NOTICE  
  
  
  
If we send an email to the email address on record for your BitmaxPro Account, you agree and understand that this constitutes 'written notice' from us to you. If you email support@BitmaxPro.com , this constitutes 'written notice' from you to us. For all notices made by email, the date of receipt is considered to be the date of transmission.  
  
8.19 NON-WAIVER OF RIGHTS  
  
  
  
These Terms shall not be construed to waive rights that cannot be waived under Applicable Laws and Regulations, including applicable state money transmission laws in the state where you are located. In addition, our failure to insist upon your strict compliance with any term or provision of these Terms shall not be construed as a waiver for you to not comply with such term or provision.  
  
8.20 COMPLAINTS  
  
  
  
If you would like to lodge a complaint, please contact our Customer Support Team by email at support@BitmaxPro.com using the email address on record for your BitmaxPro Account.  
  
8.21 SUBMISSIONS TO BitmaxPro  
  
  
  
We cannot agree to obligations of confidentiality or nondisclosure with regard to any unsolicited information you submit to us, regardless of the method or medium chosen. By submitting information or materials to us or any BitmaxPro Service Provider, you or anyone acting on your behalf, agree that any such information or materials will not be considered confidential or proprietary.  
  
We do not provide any facility for sending or receiving private or confidential electronic communications. You should not use BitmaxPro to transmit any communication for which you intend only you and the intended recipient(s) to read. Notice is hereby given that all messages and other content entered using BitmaxPro can and may be read by us, regardless of whether we are the intended recipients of such messages. Nevertheless, access to messages and other content will be accessible only by employees and advisors and BitmaxPro Service Providers that reasonably need such access.  
  
9. PROHIBITIONS  
  
  
  
9.1 SANCTIONS  
  
  
  
The Platform services we provide are subject to international export controls and economic sanctions requirements. By purchasing Digital Assets on BitmaxPro, you represent and warrant that your acquisition and use of any such Digital Assets comports with those requirements. Without limiting the foregoing, you may not purchase Digital Assets on BitmaxPro or use any of our services that we provide if: (i) you (or any of your subsidiaries, director,, officer, employee, agent, or affiliate as the case may be) or any person having a direct or indirect beneficial interest in you or any Digital Assets being acquired by you, or any person for whom you are acting as agent or nominee in connection with any Digital Assets being acquired by you, is the subject of any sanctions administered or enforced by any country or government or international authority, including the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority or the Monetary Authority of Singapore (collectively, "Sanctions") or is located, organised, citizen or resident in a country or territory that is, or whose government is, the subject of Sanctions, or (ii) if you intend to sell any Digital Assets purchased on BitmaxPro or offer any services that we provide on BitmaxPro to any country, national, or resident of a country or territory which is subject to Sanctions or to any person who is the subject of any Sanctions.  
  
9.2 GAMBLING POLICY  
  
  
  
It is generally illegal in Singapore and all relevant jurisdictions (save where the proper licenses are obtained) to require a person to pay money, give something of value, or expend significant effort (in legal terms, "consideration") to enter or participate in an activity or promotion in which he or she may win a prize if there is a significant degree of chance involved) ("Illegal Gambling").  
  
You acknowledge and agree that we have the right to immediately (i) suspend your account and any Related Account, (ii) freeze/lock the funds and Digital Assets in all such accounts, and (iii) suspend your access to BitmaxPro, if we suspect, in our sole discretion, any such accounts to be considered as Illegal Gambling, which is a direct violation of these Terms. We have the right to terminate any such accounts and take any and all necessary and appropriate actions pursuant to these Terms and/or Applicable Laws and Regulations.  
  
10. DISCLAIMER AND INDEMNITIES  
  
  
  
10.1 BitmaxPro NOT LIABLE  
  
  
  
You acknowledge and agree that the Company cannot be held responsible for any failure or delay to act by any BitmaxPro Service Provider, including our banks, or any other participant that is within the time limits permitted by these Terms or prescribed by law, or that is caused by your negligence.  
  
You further acknowledge and agree that neither we nor any BitmaxPro Service Provider can be held responsible for any erroneous Order or Trade (as defined in the 'Erroneous Orders' and 'Erroneous Trades' sections) or "System Failure" (defined as a failure of any computer hardware or software used by BitmaxPro, a BitmaxPro Service Provider, or any telecommunications lines or devices used by BitmaxPro or a BitmaxPro Service Provider), or Stoppages, which prevents us from fulfilling our obligations under these Terms, provided that we or the relevant BitmaxPro Service Provider (as applicable) used commercially reasonable efforts to prevent or limit such erroneous Orders, erroneous Trades, System Failures, or Stoppages. You also acknowledge and agree that neither we nor any BitmaxPro Service Provider shall not be held responsible for any other circumstances beyond our or such BitmaxPro Service Providers' (as the case may be) reasonable control.  
  
We endeavour to provide you with reliable service. From time to time, interruptions, errors or other deficiencies in service may occur due to a variety of factors, some of which are outside of our control. These factors can contribute to delays, errors in service, or system outages. You may experience difficulties in accessing your BitmaxPro Account, withdrawing your Digital Assets, depositing your Digital Assets, and/or placing and/or cancelling Orders.  
  
10.2 INDEMNITIES  
  
  
  
In no event shall we or any BitmaxPro Service Provider be liable for any act, omission, error of judgment, or loss suffered by you in connection with these Terms or your use or attempted use of BitmaxPro. You agree to indemnify and hold us and all BitmaxPro Service Providers harmless from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including reasonable legal fees), claims, disbursements or actions of any kind and injury (including death) arising out of or relating to (i) your use of BitmaxPro,(ii) our and any BitmaxPro Service Providers' performance or non-performance of duties to you, or (iii) your failure to secure and keep confidential your login credentials for your BitmaxPro Account. You agree to waive any statute or doctrine applicable to you which has the effect of excluding from the scope of a general release claims, which a creditor does not know or suspect to exist in his or her favour at the time of agreeing to such general release.  
  
11. GOVERNING LAW AND DISPUTE RESOLUTION  
  
  
  
11.1 GOVERNING LAW  
  
  
  
These Terms, your use of BitmaxPro, your rights and obligations, and all actions contemplated by, arising out of or related to these Terms shall be governed by the laws of Singapore, as if these Terms is a contract wholly entered into and wholly performed within Singapore. YOU AGREE THAT ALL ORDERS, TRADES, DEPOSITS, WITHDRAWALS, OR SALES ON BitmaxPro AND CONTEMPLATED IN ACCORDANCE WITH THESE TERMS SHALL BE DEEMED TO HAVE OCCURRED IN SINGAPORE AND BE SUBJECT TO THE INTERNAL LAWS OF SINGAPORE WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS.  
  
11.2 DISPUTE RESOLUTION  
  
  
  
PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION SECTION AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE SELLER AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.  
  
Each party (i) waives all its respective right(s) to have any and all disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") arising from or related to these Terms resolved in a court, and (ii) waive all its respective right(s) to have any Disputes heard before a jury. Instead, each party shall arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).  
  
Any Dispute arising out of or related to these Terms is personal to you and will be resolved solely through individual arbitration, and in no circumstances shall be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an entity attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.  
  
Any Dispute arising out of or in connection with these Terms (including without limitation the enforceability of this section or any question regarding its existence, validity or termination) shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this section. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English.  
  
Each party will notify the other party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at support@BitmaxPro.com . Notice to you shall be either posted on the Website or, if available, will be sent by email to your email on record. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a full and sufficient description of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date the notice is received by the applicable party, then either you or the Company may, as appropriate and in accordance with this section, commence an arbitration proceeding or, to the extent specifically provided for in this section, file a claim in court.  
  
The arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.  
  
If any term, clause or provision of this section is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this Section will remain valid and enforceable. Further, the waivers set forth in this Section are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.  
  
You agree that this Section of these Terms has been included to rapidly and inexpensively resolve any disputes with respect to the matters described herein, and that this Section shall be grounds for dismissal of any court action commenced by you with respect to a dispute arising out of such matters.  
  
A printed version of these Terms shall be admissible in judicial or administrative proceedings.  
  
ACCEPTANCE  
  
  
  
BY CLICKING "I ACCEPT" DURING ACCOUNT SIGNUP PROCESS AND ACCESSING THE PLATFORM THROUGH WEBSITE AND APP, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND THAT YOU WILL BE BOUND BY AND COMPLY WITH ALL OF ITS TERMS AND CONDITIONS. DO NOT CLICK THE "I ACCEPT" BUTTON OR STOP ACCESSING THE PLATFORM OR STOP USING THE SERVICES, IF YOU DO NOT AGREE TO BE BOUND BY THESES TERMS.