Xena Exchange
Rules of Operations

Effective since **26 June**

This document, together with the Terms of Use, Privacy Policy and other documents, comprises the Xena Exchange Client Agreement. All Clients who open a spot or margin account on Xena Exchange must agree to this document. The full list of the documents related to different products offered by Xena Exchange is located at https://xena.exchange/platform-specification/documents.

1. Terms and Definitions

1.1. **Account** — a Client's account that is opened for the Client during the registration process and that is used to track the state of the Client's funds and execute exchange and trading operations.

1.2. **API, Xena API** — an API provided by Xena Exchange to Clients for the automation of trading operations and transfers. Information about the API's capabilities is located on the Xena Exchange website.

1.3. **Asks, Offers** — sell Orders in the Order Book.

1.4. **Available Balance, Available Funds** — the amount of a certain Cryptocurrency on a Client's Account that is available for trading operations and withdrawals. Note that the definition of "Available" may vary depending on the type of the Account. Refer to the respective Rules for further details.

1.5. **Balance, Settled Balance** — the amount of a certain Cryptocurrency held on a Client's Account.

1.6. **Best Bid** — the highest Bid price.

1.7. **Best Ask** — the lowest Ask price.

1.8. **Bids** — buy Orders in the Order Book.

1.9. **Client** — any individual or legal entity that has passed the registration process on the Xena Exchange website.

1.10. **Client's wallet, External wallet** — any blockchain wallet not belonging to Xena Exchange.

1.11. **Daily Open Price** — the price of the first Trade executed on the certain day.

1.12. **Deposit Address** — the address of a wallet in a certain blockchain to which a Client must send his or her funds for them to be deposited on his or her Account on Xena Exchange.

1.13. **Fiat currency** — any currency issued by the government of any country that does not rely on blockchain technology.

1.14. **Market Data** — reference information, such as the current state of the Order Book, the latest trade prices, trading volumes, etc., provided by the Platform

1.15. **Market Price, Last Price** — the price of the last Trade executed for a certain Symbol.

1.16. **Mid Price** — (Best Bid + Best Ask) / 2.

1.17. **Order** — an electronic instruction sent by a Client to Xena that states the Client's wish to execute a transaction (for instance, to buy or sell some Cryptocurrency) or to modify or cancel a previously sent Order (including canceling previously sent cancel requests). The sequence of Orders related to the same initial Order is referred to as the **Order Chain**.

1.18. **Order Book, Liquidity** — the set of active (i.e., not cancelled or filled) Orders at any given moment in time. The Orders in the Order Book have

price-time priority (i.e., the Orders with better [lower for sell Orders and higher for buy Orders] prices are chosen for execution first. If there are several orders with the same price, those received or modified first will be processed first).

1.19. **_Platform, Xena Platform_** — the web-based user interface of Xena Exchange, available at https://xena.exchange. The Platform provides means to perform all operations, such as depositing and withdrawing Cryptocurrencies from Clients' Accounts, exchanging Cryptocurrencies, and more.

1.20. **_Trade, Fill_** — a transaction that affirms the agreement between two Clients to exchange Cryptocurrencies or other assets or liabilities under certain conditions (price and quantity) and confirms the existence of this agreement itself.

1.21. **_Transfer, Transaction_** — any blockchain transaction.

1.22. **_Two factor authentication, 2FA_** — a process that sends a verification code to the Client by means of exterior communication media (e.g., email, SMS, Google Authenticator).

1.23. **_Wash trade_** — a trade wherein both counterparties are the same Client. Wash trades are prohibited on Xena Exchange. However, certain categories of corporate Accounts may be allowed to send Orders that match each other. For instance, a Client who is a broker might forward orders of his or her clients to the exchange. In this case, even though the trade is the result of matching orders originating from the same Xena Account, the final beneficiaries are different individuals (or firms), so the trade is not a wash trade.

1.24. **_Website, Xena website, Xena Exchange website_** — the website located at https://xena.exchange that hosts the Xena Platform.

1.25. Other terms and definitions used in this Rules of Operations have meanings and are subject to interpretation in accordance with:

1.25.1. the provisions of the Client Agreement;

1.25.2. the meaning of the term given on the Xena Exchange Website;

1.25.3. the applicable law; and

1.25.4. the current business practices regarding using these terms, definitions, and phrases on the Internet.

2. Purpose

2.1.   The Xena Platform is an online program available at the URL https://xena.exchange. Its main aim is to provide Clients with the ability to execute various transactions related to Cryptocurrencies.

3. General Statements

3.1.   The matching of Orders with opposite directions occurs based on the "price-time" priority (i.e., an incoming Order will hit the Orders in the book that have the best price [lower for an incoming buy Order and higher for an incoming sell Order] first. For Orders with the same price, those received by the Platform first will be executed first).

3.2.   Xena Exchange operates 24/7, 365 days a year. There are no trading sessions, and all Instruments can be traded around the clock. Xena reserves the right to shut the Platform down for required technical maintenance, notifying Clients at least 24 hours before planned maintenance windows. Clients acknowledge the possibility of unplanned shutdowns executed without any prior notification.

3.3.   Xena Exchange operates in the UTC time zone. If not explicitly stated otherwise, the term "calendar day" in the Client Agreement should be understood as "00:00:00-23:59:59 in the UTC time zone." Business days and bank holidays are identified based on the UK bank holiday calendar.

Interactions

3.4.   Clients can use the following tools to interact with Xena Exchange:

    3.4.1.   Xena Platform (https://xena.exchange and its subdomains)

    3.4.2.   Xena Pro (desktop trading terminal)

    3.4.3.   Xena APIs (Trading API, Market Data API, Transfer API)

    3.4.4.   Xena Help Center (https://support.xena.exchange)

    3.4.5.   Communication channels described in the Amendments and Communication chapter

3.5.   Xena Exchange does not prohibit Clients from using any third-party data, software, or services (such as trading terminals), but Xena Exchange does not guarantee any results from the use of the third-party data, software, or services and does not bear any responsibility for failures, losses, or missed profits caused or related to the use of third-party data, software, or services. Clients expressly agree that their use of third-party data, software, or services is at their own risk.

4. Registration and Account-opening Procedures

4.1. To become a Client, an individual or a legal entity must complete the registration process at the Xena Exchange website.

    4.1.1. The Client must be a legally incorporated company or a person of at least 18 years of age and must have the legal capability to enter into legal agreements in accordance with the laws of their country of residence.

    4.1.2. The Client affirms that all the information he or she submitted is complete and correct and agrees with the right of Xena Exchange to perform any necessary investigation required by KYC/AML rules defined by the laws of the countries in which Xena Exchange operates and by internal policies.

    4.1.3. Xena Exchange reserves the right to refuse registration and account opening to any Client without disclosing the reasons.

    4.1.4. Xena Exchange does not work with Clients from jurisdictions that require licensing or accreditation. Therefore, a Client's eligibility to use Xena Platform depends on the country in which the Client resides.

4.2. By completing the registration, the Client affirms that he or she agrees with the Xena Exchange Client Agreement.

4.3. After completing the registration, a Client can open one or several Accounts. Different Accounts (account types) are required to use different products offered by Xena Exchange.

    4.3.1. The Client must agree to the respective Rules when opening an Account of any given type.

    4.3.2. Products offered by Xena Exchange may differ depending on the Client's country of residence, his or her risk profile, whether the Client is a qualified investor, and other factors.

4.4. After completing the registration, the Client's status becomes Unverified.

    4.4.1. The verification of individuals can be completed online and requires the following: a photo of the Client's ID, a photo showing proof of residence (bank account statement or utility bill), and a photo of the Client with his or her ID. To pass verification, a Client must upload these documents to the Platform.

    4.4.2. The verification of individuals is executed by a partner of Xena Exchange — Sum&Substance. Clients must agree to the Terms and Conditions of S&S to start the verification process.

    4.4.3. The verification of individuals is automated and is normally executed within one hour. Xena reserves the right to intervene in the verification process and ask the Client for additional documents. In such cases, verification may take up to 15 business days after the Client provides the requested documents.

4.4.4. The verification of legal entities is executed by Xena Exchange's staff. To pass verification, a representative of the organization must contact the Xena Exchange's support team and submit the following documents: Certification of the incorporation of the company, Articles and Memorandum of Association (or equivalent), a Certificate of the Registered Address of the company (or equivalent), a Certification of Shareholders (or equivalent), a Tax Registry Certificate (where applicable), and a Certificate of Incumbency or a current excerpt from the register of companies. Xena Exchange may require additional documents at its discretion.

4.4.5. The verification of legal entities may take up to 15 business days.

4.4.6. Xena reserves the right to refuse the verification of an individual or an entity at its discretion and without disclosing the reasons to the Client.

5. Account Operations, Deposits, and Withdrawals

5.1.　Clients can get access to their Accounts by logging into the Platform using their login and password, which they set up during the registration.

    5.1.1.　If a Client has enabled two-factor authentication for login, he or she will be additionally asked for a 2FA code, generated by the Google Authenticator mobile application and linked to the Client's Account during the 2FA set up.

5.2.　After logging into the Platform, the Client can check state of his or her account, deposit or withdraw funds from his or her Account to his or her External wallets, and execute exchange operations.

5.3.　**Clients are to not disclose the passwords of their Accounts, 2FA codes, or API keys to any third parties, including anyone claiming to be a member of the Xena Exchange's staff, under any circumstances. Any operation made on the Platform after a successful login with a valid username and password or signed by a valid API key, and any action confirmed by a valid 2FA code, is deemed to have been executed by the Client.**

5.4.　Xena reserves the right to impose the following restrictions on a Client:

    5.4.1.　prohibit login to the platform;

    5.4.2.　prohibit deposits;

    5.4.3.　prohibit withdrawals; and

    5.4.4.　prohibit trading operations.

    The reasons for such restrictions can include but are not limited to:

    5.4.5.　requests from governmental and regulating agencies;

    5.4.6.　a breach of terms of the Client Agreement;

    5.4.7.　suspicion of a breach of AML (anti–money laundering) policies;

    5.4.8.　suspicion of account theft; and

    5.4.9.　suspicion of unfair trading operations, such as quote stuffing, pump and dump, churning, spoofing, front running, insider trading, and other market manipulation techniques.

    A Client who faces certain restrictions should immediately contact Xena Exchange support to resolve the situation.

Deposits

5.5.　To deposit some Cryptocurrency to his or her Xena account, a Client must obtain a personal Deposit Address through the Platform user interface or API. Then, the Client sends a Transfer with any amount of Cryptocurrency larger than the Minimum Amount to the Deposit Address over the respective blockchain.

5.5.1. Clients do not have access to and do not control the blockchain wallets linked to their Deposit Addresses.

5.5.2. Deposit Addresses are Asset-specific. Though different Assets using one blockchain may have the same Deposit Addresses, as a rule of thumb, Clients should try to obtain a new Deposit Address for each Cryptocurrency they want to deposit to their Xena Accounts. The Platform provides all necessary means to obtain a valid Address for each supported Cryptocurrency.

5.5.3. Due to the security recommendations of certain blockchains (particularly Bitcoin), Deposit Addresses may be marked as used after any transfer made to them. It is still possible to make a transfer to a used Address, but depositing funds to the Client's Account may require opening a support ticket and receiving a manual intervention from the Xena Exchange's staff. The Client agrees that in such cases, the processing of the deposit may take up to 15 calendar days after the submission of the support ticket.

5.5.4. Clients acknowledge that if they send certain Cryptocurrencies to another Asset's Deposit Address, Xena might not have the technical ability to accept such transfers. Under no circumstances will Xena reimburse such transfers or deposit them to the Client's Accounts.

5.5.5. Clients initiate a Transfer on the blockchain on which the respective Cryptocurrency is based using third-party software (e.g., blockchain wallets).

5.5.6. **Clients acknowledge that**

  5.5.6.1. any third-party software they use to make blockchain transactions, including the blockchains themselves, is out of Xena's control;

  5.5.6.2. blockchain transactions are irreversible by nature; **and accept all the risks of transferring Cryptocurrencies related but not limited to:**

  5.5.6.3. mistakes in entering the valid Deposit Address;

  5.5.6.4. sending certain Cryptocurrencies to another Asset's Deposit Address;

  5.5.6.5. any bugs or failures of third-party software and blockchains; and

  5.5.6.6. any malware that prevents the transmission of Assets to the valid Deposit Addresses.

5.6. The Client is responsible for paying blockchain fees for his or her Transfers.

5.7. Xena Exchange becomes aware of a Client's Transfer to a Deposit Address only once it is accepted and confirmed by some blockchain nodes. After that, the Client may see it as a Pending Deposit in the Platform user interface.

5.8. The transferred funds will be deposited to the Client's Account when the respective blockchain transaction receives a certain number of confirmations on the blockchain.

    5.8.1. When this happens, the Pending Deposit is marked as completed and the amount of the transfer, with any applicable fees subtracted, is added to the Settled and Available Balances of the Client's Account. Now, the Client can use the deposited Cryptocurrencies in exchange operations or withdraw them to External Wallets in accordance with the Rules.

    5.8.2. The required number of confirmations for each supported Cryptocurrency is published on Xena's website.

    5.8.3. Xena Exchange uses globally distributed nodes to observe blockchain transactions to reduce the risk of attacks on blockchains. Due to the nature of blockchains, the number of confirmations at any given moment of time may differ in different locations. Xena Exchange uses the minimum number of confirmations seen by its nodes.

5.9. Normally, all deposits are processed automatically within one hour. However, Xena Exchange reserves the right to suspend any suspicious deposits and request that the Client verifies details, as dictated by AML policies and internal security rules. In this case, the processing of a deposit may take up to 15 calendar days.

5.10. The Client agrees to pay deposit fees according to the Fee Schedule published on the Xena website.

5.11. The Client agrees that:

    5.11.1. In the event that the amount of the incoming transfer being less than the minimum Deposit Amount, defined in the list of supported Cryptocurrencies, published on the Xena Exchange website, it will not be deposited to the Client's account or reimbursed to the Client.

    5.11.2. In the event of the amount of the incoming transfer being less than the Small Transaction Fee Threshold, defined in the list of supported Cryptocurrencies, Xena reserves the right to withhold the Small Transaction Fee as defined in the Fee Schedule.

5.12. The precision of a Cryptocurrency (the number of significant decimal points in a Cryptocurrency amount) on Xena Exchange may differ from the precision of the blockchain the Cryptocurrency is based on. All calculations inside the Platform are performed using Xena's precision, which is defined in the list of supported Cryptocurrencies published on the Xena website.

    5.12.1. Particularly, any digits in the amount of an incoming Transfer beyond Xena's precision are omitted.

Withdrawals

5.13. Clients may at any moment request the withdrawal of their Cryptocurrencies from their Xena account and their transfer to an External Wallet via a blockchain.

5.14. Withdrawal Requests can be created with the Platform user interface or API. The Client must submit:

5.14.1. the address of the External Wallet to which the funds will be transferred;

5.14.2. the amount and the Cryptocurrency to be transferred; and

5.14.3. the 2FA code, if 2FA has been enabled for withdrawals. If the address has been added to the list of trusted addresses by the Client, the 2FA code check will be bypassed.

We strongly recommend enabling two-factor authentication at least for withdrawals, as it drastically increases the security of your account.

5.15. Clients can only withdraw Available funds from their Accounts.

5.16. Clients can only create withdrawal requests with an amount greater or equal to the minimum withdrawal amount defined in the list of supported Cryptocurrencies on the Xena Exchange website.

5.17. Xena Exchange imposes daily and monthly withdrawal limits to adhere to anti–money laundering laws and policies. A Client can withdraw his or her funds only within these limits.

5.17.1. The limits depend on the verification status of the Client. The available limits are published on the Xena's website.

5.17.2. The amount of each accepted Withdrawal Request is converted to the currency of the limit (e.g., to Bitcoins) using the Last Trade price method. The Last Trade for calculation is updated every minute. Refer to the Appendix for the exact calculation formulae.

5.17.3. If the sum of the values of all accepted Withdrawal Requests within the current day (or month) and the value of the new Request (excluding the Withdrawal Fee) exceeds the Client's daily (or monthly) withdrawal limit, the new Request is rejected.

5.17.4. If a Client uses multiple Accounts, the withdrawal limits are shared across all his or her Accounts.

5.18. The Client agrees to pay Withdrawal Fees as defined in the Fee Schedule.

5.18.1. The Withdrawal Fee is always paid in the Cryptocurrency that the Client intends to withdraw from his or her Account. The fee is subtracted from the Client's account.

5.18.2. If the sum of the amount of a Withdrawal Request and the Withdrawal fee exceeds the Available balance of the Client's Account, the Request is rejected.

5.19. After the Withdrawal Request is accepted by Xena, the Settled Balance of the Client's Account is immediately reduced accordingly.

5.20. Xena Exchange will create a blockchain Transfer to send the requested amount to the External Wallet.

5.21. Xena Exchange is responsible for paying any blockchain fees associated with the Transfer.

5.22. Under normal conditions, all Withdrawal Requests are processed automatically.

5.22.1. In certain cases (usually related to the necessity to make transfers from cold wallets), the processing may take up to 48 hours.

5.22.2. Xena reserves the right to intervene and run some requests through a manual verification process. The reasons include but are not limited to:

5.22.2.1. a large transaction amount;

5.22.2.2. suspicious transaction conditions;

5.22.2.3. suspicion of account theft;

5.22.2.4. restrictions imposed on the Client; and

5.22.2.5. open disputes.

In the case of manual verification, Xena support will contact the Client to resolve the situation as quickly as possible.

5.22.3. In the case of the manual verification of a Withdrawal Request, processing may take up to 15 calendar days.

5.23. After submitting a Withdrawal Request, the Client can see its status in the Platform user interface.

5.24. Xena Exchange loses control over the funds once the transaction is submitted to the respective blockchain. Xena Exchange regards the Withdrawal Request as completed, and all its liabilities towards the Client related to the Request are fulfilled once the transaction enters the blockchain and receives at least one confirmation.

5.25. The Client acknowledges that blockchain transactions are irreversible by nature. Clients control the External Wallets to which their Cryptocurrencies are transferred using third-party software that is outside of Xena's control. The Client accepts the following risks:

5.25.1. complications arising from entering the wrong External Wallet addresses, including the risk of any malware changing the addresses of External Wallets;

5.25.2. complications arising from requesting to send Cryptocurrencies to External Wallets designated to process other Cryptocurrencies;

5.25.3. the loss of External Wallet private keys or other factors making the External Wallets inaccessible to the Client;

5.25.4. any risks related to third-party software bugs and failures, including blockchain bugs and failures; and

5.25.5. any other risks related to the transfer of value over a blockchain and the further use of this value after the moment the transaction sent by Xena Exchange receives at least one confirmation.

Internal transfers

5.26. A Client utilizing multiple Accounts can transfer Cryptocurrencies between the Accounts. Internal transfers are settled off the blockchain and occur momentarily.

5.27. Clients can transfer only Available Funds.

5.28. There are no charges or fees for internal transfers.

Liability coverage

5.29. All products offered by Xena Exchange are designed to minimize the possibility of uncovered liabilities (i.e., the negative balance of Accounts). However, the risk of such occasions nonetheless remains. If the Settled Balance of an Account becomes negative for any reason, Xena Exchange reserves the following rights:

5.29.1. to transfer funds from any other Account or Accounts belonging to the Client, enough to cover the negative balance;

5.29.2. to use any further deposits made by the Client to cover the negative balance; and

5.29.3. to issue legal proceedings against the Client for the full amount of the negative balance, including the service fee for covering the negative balances, interest, and legal costs.

5.30. Xena Exchange will charge a service fee to cover negative balances on Clients' Accounts. The fee amount is published on the Xena Exchange website.

5.31. Normally, Xena Exchange first tries to cover the negative balance of a Client's Account using the Spot Accounts belonging to the Client (to avoid possible liquidation on the Margin Accounts) and the cryptocurrency of the uncovered liability. However, the sequence of Accounts and Cryptocurrencies used is defined at the sole discretion of Xena Exchange.

5.31.1. If a different Cryptocurrency (or Cryptocurrencies) is used to cover a Client's liabilities, the general conversion rules apply.

5.31.2. Xena Exchange does not assume any responsibility for a Client's loss or lost profit caused by, or related to, measures taken to cover a negative balance, including but not limited to closed positions, cancelled orders, or liquidations.

6. Trading Fees and Fee Schedule

6.1. Clients agree to pay Trading Fees in accordance with the Fee Schedule published on the Xena Exchange website.

6.2. The exact calculation of the Fee may depend on the product being traded and is described in the respective trading Rules.

6.3. The Fee Schedule may consist of several levels, so Clients can receive discounts on Fees with the growth of their turnover:

6.3.1. New Clients are assigned to the initial levels of the Fee Schedule.

6.3.2. At each midnight, the total trading turnover on all Accounts of the Client during the previous 30 days is calculated. The resulting turnover is compared against the Fee Schedule and the Client is assigned to the respective level for the next 24 hours (till the next midnight calculation).

6.3.3. Fee Schedule is different for spot and margin trading; all the calculations described above are done separately for Spot and for Margin Accounts.

6.4. Turnover required to be assigned to a certain level, is defined in BTC. The trading turnover in all instruments is as well converted to BTC using the common currency conversion rules.

6.4.1. For trades with instruments for which there is no index to convert the base currency (or contract currency for the Contracts) to BTC, the volume of the trade will be assessed as its net payment in the quote currency (in the settlement currency for the Contracts) and then converted to BTC using common conversion rules.

6.5. The Company keeps the right to assign Clients to levels with lower Fee rates as part of promotional campaigns or in other cases at its sole discretion.

7. Settlement

7.1. The prices of all exchange products (such as Xena Spot and Xena Listed Perpetuals) on Xena Exchange are formed in the Order Book. Each trader's Order is combined in the order book with those from other market participants, including market makers, and becomes an integral part of the price discovery process. Xena Exchange does not dictate market prices, provide liquidity, or serve as a counterparty in the trades entered on the Platform.

7.2. Once the Orders of Clients are matched and result in a Trade between two Clients, this bilateral Trade is split into two transactions: one between the first party and Xena Exchange and one between Xena Exchange and the second party. All attributes of the Trade except the parties (i.e., the Instrument, Price, direction, and Quantity) remain unchanged. Each Client

receives information only about the one Trade related to him or her. Information about the Client's respective counterparty is not disclosed.

7.3.   The settlement rules depend on the type of traded product and are described in the respective Rules document.

7.4.   Xena Exchange employs special risk management algorithms to ensure that all parties of a Trade can fulfill their obligations. The exact algorithm depends on the traded product and is disclosed in the respective Rules document.

8.   Market Data and Other Reference Information

8.1.   Clients acknowledge that all Market Data on the Platform is provided for reference only. Clients accept all related risks, including but not limited to inaccuracy of the Market Data; delays in the delivery of the Market Data to the user interface of the Platform and through the API; and slippages in the execution of Orders caused by inaccuracies related to the Market Data.

8.2.   All indicators, studies, and trading signals provided on the Platform are based on technical analysis and are predefined algorithms that use the history of prices, the state of the Order Book, and other data as input. These tools are to only be used along with thorough market analysis. No tools can guarantee future profits or predict the movement of markets with absolute precision.

8.3.   Clients are solely responsible for all trading or investment decisions they make.

8.4.   No materials published on the Platform or on the Xena Exchange website are to be treated as investment advice, unless explicitly stated.

8.5.   All information that relates to the calculations of unrealized profit and loss is for reference only. Such calculations use Last Prices and do not guarantee that Clients will obtain exactly the same profit or loss if the respective positions are closed.

9. Amendments and Communication

9.1. Clients acknowledge that the Company has the right to introduce amendments to the provisions of the Client Agreement at any time. Such amendments will come into force and are binding for Clients on the date specified in the notification.

9.2. Any of the following means of communication is considered to constitute a written notification:

9.2.1. an email sent to the Client;

9.2.2. an announcement on the Xena Exchange website; and

9.2.3. a notification on the Platform.

9.3. The Company will use the Client's contact details specified during the registration process or contact details that were modified in accordance with the Rules. The Client agrees to accept messages from the Company at any time.

9.4. Any communications sent to a Client (documents, announcements, notices, confirmations, statements, etc.) are deemed to be received by the Client:

9.4.1. if sent by email, within one hour of emailing;

9.4.2. if posted on the Xena Exchange website, within one hour of posting; and

9.4.3. if posted as a notice on the Platform, within one hour of posting.

9.5. If a Client's contact information changes after registration, the Client is obliged to inform the Company about his or her new information.

9.6. Any communication from a Client to the Company via email must be sent from the email address that the Client used during the registration or, if the Client has updated his or her contact information in accordance with the Rules, from the last address known by the Company.

10. Complaints Procedure

Clients' Complaints towards the Company

10.1.   Clients are obliged to control the results of the execution of their Orders, Transfers, deposits, and withdrawals and to submit timely complaints in the event of any disputes.

10.2.   If any situation arises wherein a Client reasonably believes that the Company, as the result of any action or failure to act, breaches one or more terms of the Client Agreement, the Client has the right to file a complaint to the Company. Complaints must be filed by Clients within three (3) calendar days of the suspected breach, not including the day of the suspected breach.

10.3.   To file a complaint, the Client should send an email to the support email address published on the Xena Exchange website. Separate emails should be sent for each dispute.

10.4.   A complaint must:

10.4.1.   contain the Client's email address;

10.4.2.   contain the Client's given name and surname (or company name, if the Client is a legal entity);

10.4.3.   contain the date and time when the situation took place (in the UTC time zone);

10.4.4.   contain IDs of all Transactions, Orders, Trades, and Withdrawal Requests involved in the dispute;

10.4.5.   contain a description of the dispute supported by a reference to the clause/clauses of the Rules or the Client Agreement that were breached by the Company in the Client's opinion; and

10.4.6.   be in English.

10.5.   The complaint must not contain:

10.5.1.   an affective appraisal of the dispute; or

10.5.2.   offensive language.

10.6.   Xena Exchange will provide an initial response (accept the complaint and launch a detailed investigation or reject it) within three (3) business days of receipt of the email with the complaint details.

Company's Complaints towards the Client

10.7.   The Company will continuously monitor activity to ensure that Clients adhere to the Client Agreement.

10.8.   If any situation arises wherein the Company reasonably believes that a Client, as the result of any action or failure to act, breaches one or more terms of the Client Agreement, the Company has the right to file a complaint to the Client.

10.9. To file a complaint, the Company must send an email to the Client (refer to the section Amendments and Communication of the Rules for further information about communications).

10.10. The Client towards which the complaint is filed must respond to the Company within three (3) business days of receipt of the complaint. If the Company does not receive a response from the Client within this time, it will deem the complaint as accepted by the Client.

Restrictions

10.11. When a complaint is filed regarding trading or non-trading operations or when a dispute arises as a result of technical or any other problems, the trading and/or non-trading operations may be blocked or limited for the Client until a final decision on the dispute is reached. Such restrictions and limitations include but are not limited to:

10.11.1. restricting trading operations for Instruments involving certain Cryptocurrencies or all Cryptocurrencies;

10.11.2. canceling all active Orders of the Client and/or closing some or all active positions; and

10.11.3. restricting deposits or withdrawals of certain Cryptocurrencies or all Cryptocurrencies for a particular Account of the Client or for all or his or her Accounts.

Sources of Information

10.12. For all complaints related to Transactions, the respective blockchain is the ultimate source of truth. Clients may use any reliable public blockchain watchers to support their claims. Xena uses globally distributed nodes to observe blockchains to reduce the risk of attacks on blockchains. Due to the nature of blockchain, its state may differ in different locations at any given moment. All dispute decisions will be made considering the state according to the majority of Xena's observing nodes.

10.13. For all complaints related to trading activities, deposits, and withdrawals, the Xena Platform's server log files have absolute priority over other arguments in the consideration of a solution to a dispute.

10.14. If the server log files have not recorded relevant information confirming the Client's intention, arguments based on the existence of such intentions will not be considered.

Dispute resolution

10.15. Any dispute resolution is made at the sole discretion of the Company. Disputes not mentioned in these Terms are resolved by the Company in accordance with common market practices and based on the Company's vision of a fair resolution of the dispute.

10.16. The Company will notify the Client about the dispute resolution and planned actions.

10.17. If a dispute resolution requires any compensatory transactions, the Company will deposit or withdraw the necessary amount of Cryptocurrency to or from the Client's Account.

10.17.1. The transaction should be settled within one (1) business day after the resolution of the dispute.

10.17.2. The transaction should be made in the Cryptocurrency for which which the complaint was raised, if any.

10.17.3. If the complaint is not related to any particular Cryptocurrency, or if the payment cannot be made in the desired Cryptocurrency due to other reasons, other Cryptocurrencies may be used.

10.17.3.1. Cryptocurrencies supported by Xena Exchange will be sorted by their previous seven (7)-day trading volume in descending order, and the one at the top of the list will be used. If the payment cannot be fully settled in this Cryptocurrency, then the next one on the list will be used, and this pattern will repeat until the payment is fully settled.

10.17.3.2. The payment amount in the desired Cryptocurrency will be calculated in accordance with the common conversion rules described in the [Appendix](), with the Daily Open Prices used as the conversion rate.

10.18. After the resolution of a dispute and the settlement of the compensation transactions, the Company will remove all restrictions caused by the filing of the complaint. The restrictions will be removed within one (1) business day after the dispute is resolved or the settlement is completed, whichever happens last.

10.18.1. If a Client's open Orders have been cancelled or active positions have been closed as part of the dispute restrictions or dispute resolution, they will not be restored by the Company.

10.19. The Company is not liable for:

10.19.1. any direct or indirect losses or lost profits caused by or connected to the inability of a Client to perform an action on the Platform;

10.19.2. any direct or indirect losses caused by or connected to restrictions imposed on a Client during dispute resolution; and

10.19.3. any non-financial damage (moral damage, etc.).

Refusal of Complaints

10.20. The Company has the right to refuse a complaint if any of the clauses 9.2, 9.4.1–9.5.2 have been breached.

10.21. If the Company notifies Clients in advance about scheduled Platform maintenance in accordance with the section Amendments and Communication of the Rules, any complaints related to unexecuted or rejected Orders and Withdrawal Requests during the maintenance window will be rejected. A Client being unaware of the planned maintenance does not constitute a reason to file a complaint.

10.22. Complaints made regarding Orders or withdrawal requests that were not processed during periods when there was no access to the Platform due to technical problems are not accepted.

10.23. Complaints related to the length of execution time for Orders, deposits, and withdrawals are not accepted.

10.24. Complaints related to slippages occurring during the execution of Market Orders are not accepted.

Appendix

The formulae in this section use the following definitions:
- RoundUp is a function that rounds its first argument to the precision defined by its second argument. The rounding always happens to the next biggest value (e.g., *RoundUp(0.1, 0)* equals 1).
- Round is a function that rounds its first argument to the precision defined by its second argument. The rounding happens by the "half up" rule (e.g., *Round(0.4, 0)* equals 0, *Round(0.5, 0)* equals 1).

Cryptocurrency conversion rules

When a certain value denominated in some Cryptocurrency needs to be converted to a value in another Cryptocurrency, the following formula is used:

$$\square\square\square\square\square_{\square\square\square\square\square\square\square\square\square\square\square\square\square}$$
$$= Round(Value_{OriginalCurrency}$$
$$* Rate\ (OriginalCurrency, TargetCurrency), Target\ Currency\ Precision)$$

Conversion Index

This is the default method: unless explicitly specified otherwise, it is used for conversion.

The conversion rates are defined using the value of the respective index at the time of hourly clearings (at 00:00 UTC, 01:00 UTC and so on) and remain constant until the next clearing.

The indexes used for conversion are published on the Xena Exchange website: https://xena.exchange/platform-specification/margin-trading

Last Trade price

When using this method, the Last Price of the spot Pair traded on Xena Exchange is used as the rate:

- if Instrument OriginalCurrency/TargetCurrency exists on the Platform, Rate equals the Last Price of this Instrument;
- if Instrument TargetCurrency/OriginalCurrency exists on the Platform, Rate equals $Round(\frac{1}{LastPrice\ of\ the\ Instument}, Target\ Currency\ Precision)$
- if neither Instrument exist, the conversion happens through Bitcoin:

$$Rate = Round(Rate(Original\ Currency, BTC)$$
$$* Rate(BTC, Target\ Currency), Target\ Currency\ Precision)$$