

currency.com

TERMS OF USE, 31 JULY 2021

1. Introduction

These terms of use (“**Terms**”) constitute an electronic agreement between you (hereinafter “**Customer**”, “**you**”, or “**your**”) and **SMART MARKET TRADER LLC**, a company incorporated in Saint Vincent and the Grenadines with registered number 1291 LLC 2021, (“**Currency.com**”, “**we**”, “**our**” or “**us**”). Please note that, as used herein, “**Currency.com**”, “**we**”, “**our**” and “**us**” refers to **SMART MARKET TRADER LLC**, including but not limited to, its owners, directors, investors, officers, employees, agents or other related parties, unless otherwise provided herein, Customer and Currency.com hereinafter are collectively referred to as “**Parties**”.

The Terms govern the relationship between Currency.com, being the provider of the Services (as defined below), and you being a registered User (as defined below) of such Services.

The Services are offered to you via the Currency.com website (“**Website**”) and the Currency.com mobile application (“**App**”) (together, the “**Platform**”).

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING AND USING THE PLATFORM YOU WARRANT THAT YOU ACKNOWLEDGE THE RISKS ASSOCIATED WITH THE USE OF THE PLATFORM AND THE SERVICES, AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS, INCLUDING ALL OF THE WARRANTIES, INDEMNITIES, AND LIMITATIONS OF LIABILITY CONTAINED HEREIN.

You have the right to refuse being bound by the Terms. Please note that we do not provide Users with the ability to negotiate the Terms. Therefore, if you wish to refuse and/or withdraw from the Terms, you should not use and access the Platform and the Services, or stop doing so, and remove the App from your device.

We reserve the right, at our sole discretion, to change or modify the Terms at any time. It remains your responsibility to access and check the Terms whenever you access the Platform. The latest version of the Terms will govern any future usage by you of the Platform and the Services. The date the Terms were last revised is stated at the beginning of this document.

You are solely responsible for understanding and complying with any and all laws, rules, and regulations that may be applicable to you in connection with your use of the Platform and any and all Services.

The Terms incorporate Privacy Policy as well as any other policies that we may publish from time to time on the Platform (“**Policies**”), and reference to the Terms shall include the Policies. By accepting these Terms, you agree with and accept the Policies.

2. Definitions and Interpretation

2.1. In reading the Terms, please note the following:

- Section, Clause, and paragraph headings shall not affect the interpretation of these Terms.
- A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular and a reference to one gender shall include a reference to the other genders.
- These Terms and any other applicable Currency.com Terms shall be binding on, and enure to the benefit of, the parties to the relevant Currency.com Terms and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- A reference to writing or written includes email and notifications made via the Platform.
- Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- Any reference to a legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Saint Vincent and the Grenadines, be deemed to include a reference to that which most nearly approximates to the equivalent legal term in that jurisdiction.
- A reference to any term or to any other agreement or document referred to in the Terms is a reference to the said as varied or novated (in each case, other than in breach of the provisions of applicable Terms) from time to time.
- References to Clauses are to the Clauses of the respective Terms and unless otherwise stated are to Clauses within the Section in which the reference appears. References to paragraphs are also to paragraphs of the relevant Section.
- Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- The definitions set out within this document apply to Terms (including, for avoidance of doubt, the Policies).
- Unless context expressly provides otherwise, we use terms "Virtual Asset", "Cryptocurrency" and "Cryptoasset" interchangeably.

3. Services

3.1. We provide Users with the following services through the Platform ("**Services**"):

3.1.1. **Wallet Services**

We provide Users with hosted wallets ("**Wallets**") on which to store a number of supported cryptocurrencies and tokenised assets (collectively, "**Virtual Assets**"). The list of supported Virtual Assets is subject to change from time to time.

3.1.2. **Transfer Services**

We provide Users with the following transfer services ("**Transfer Services**"):

- a. Deposit Virtual Assets on their Wallets;
- b. Withdraw Virtual Assets out of their Wallets onto external wallets.

Please refer to section 4 below for the terms governing deposits and withdrawal pursuant to Services 3.1.2.a. and 3.1.2.b.

3.1.3. Exchange Services

We provide Users with the following exchange services ("**Exchange Services**"):

- a. place Orders for exchanging one type of Virtual Asset for another type.

Please refer to section 5 below for the terms governing Orders pursuant to Services 3.1.3.a.

3.1.4. Leverage Trading Services

We may include, from time to time and as part of the Services, a leverage trading facility ("**Leverage Trading Services**"). The Leverage Trading Services allow Users to increase their trading position and gain more purchasing power and greater exposure to the Virtual Assets markets. Leverage trading involves a considerable amount of risk. Please refer to section 8.6 to learn about the risks involved in leverage trading, and to section 6 to learn more about our Leverage Trading Services and the measures which we have implemented in order to mitigate (to the extent that it is possible) the risk involved in leverage trading.

3.2. To enjoy access to the Services, you must first become a user ("**User**") by registering and verifying an account with Currency.com through the Platform ("**Account**") in accordance with section 7 below.

3.3. The Services are only accessible through an Account and are for the sole use and enjoyment of the User under which name the Account was opened.

3.4. Please note that from time to time, we may have to rely on certain third parties in order to provide the Services ("**Third Parties**") and that, occasionally, you may be redirected to Third Parties' platforms for submitting your payment and will be required to accept their specific terms and conditions. Your payment order will be handled and governed solely by the terms and conditions of such Third Parties. **YOU ARE SOLELY RESPONSIBLE** to ensure that the terms and conditions of any such Third Parties are suitable to you.

4. Deposits & Withdrawals

4.1. Deposits

As part of our Wallet Services we provide you with dedicated wallet addresses for depositing Virtual Assets ("**Deposits**") that you intend to hold in your Account on the Platform. Virtual Assets will be automatically credited to your Account and displayed under the relevant Wallet on the Platform upon receipt, subject to required AML checks.

- 4.2. You acknowledge and agree that we may hold all Virtual Assets received from our Users in an omnibus wallet by us and that we shall, in our sole and absolute discretion, determine how, where, and the manner in which Virtual Assets deposited by you and other Users are held.

4.3. Withdrawals

You may withdraw Virtual Assets that are available on your Account by submitting a request through the Platform (“**Withdrawals**”). As part of the request to withdraw you will be prompted to provide us with any such information as we may need in order to fulfil the specific Withdrawals request including, amongst other things:

- a. the relevant type of Virtual Asset you intend to withdraw;
- b. the specific amount to be withdrawn;
- c. the address of an external wallet to which you intend to send the withdrawn value in Virtual Assets; and
- d. any such other information as we may need from time to time in order to provide you with this Service.

- 4.4. You acknowledge and agree that Virtual Assets which are tokenized assets (e.g., tokenized stocks, commodities, indices, ETFs and FX currencies) cannot be withdrawn from the Platform (i.e. they are non-deliverable).

4.5. Costs

You acknowledge and accept that Deposits and Withdrawals may be **SUBJECT TO COSTS**, including our Fees (as defined below), Third Party fees, network fees, and other costs (including any applicable tax), and that such Costs may be automatically deducted from the available balance on your Account. We will show any Cost that is applied by us through the Platform prior to your execution of a request for Deposits and/or Withdrawals. Please note that we may not be able to provide you with information on Costs applied by Third Parties. You also acknowledge and agree that when you send Virtual Assets to your Wallet with us **YOU ARE SOLELY RESPONSIBLE** (including your external wallet service provider, if any) for determining amount of blockchain network fee (mining fee) that will be applicable to such transaction.

- 4.6. You acknowledge and agree that due to the inherent nature of distributed ledger technology (being the technology underpinning Virtual Assets), Deposits and Withdrawals of Virtual Assets to/from the Platform may take some time.

- 4.7. Please note that you may deposit Virtual Assets received from external wallets registered under your name only, and likewise you may withdraw Virtual Assets if you are sending the value to external wallets registered under your name only, and that **YOU ARE SOLELY RESPONSIBLE** for any wallet used for such purposes.

4.8. Deposits and Withdrawals Limits

We reserve the right to introduce minimum and maximum thresholds on the amounts of Deposits and Withdrawals that Users may conduct or request, to apply different thresholds to the different kinds of Virtual Assets and to apply different thresholds to different Users.

5. Orders

5.1. Placement of Orders

- 5.1.1. Orders pursuant to Exchange Services (“**Orders**”) are placed on the Platform through your Account. You understand that we execute all Orders in reliance on your promise that you intend to exchange your Virtual Assets as the case may be.
- 5.1.2. When placing an Order, you will be prompted to provide us with all the information we require to effect the Order on your behalf (“**Instructions**”), including:
 - a. the specific type of Virtual Asset you intend to exchange;
 - b. the amount of the specific type of Virtual Asset you intend to exchange (“**Consideration**”);
 - c. the specific type of Virtual Asset which you desire to obtain in exchange for the Consideration; and
 - d. any other information which we would require to fulfil the Order, as this may be from time to time.
- 5.1.3. To be able to fulfil your request to effect an Order on your behalf, we reserve the right to access your Wallet and to deduct the Consideration in the requested amount from the available balance on your Wallet in accordance with your Instructions, together with any applicable fee (if any).
- 5.1.4. You may not place an Order unless you have sufficient funds available on your Wallet to cover the amount you intend to exchange under the Order.
- 5.1.5. It is **YOUR SOLE RESPONSIBILITY** to ensure all the information provided to us under the Instructions is accurate and correct. Orders should only be submitted after careful consideration and once you understand and accept the consequences of their placement. You shall be responsible for monitoring all your Orders until we confirm execution, suspension, refusal or cancellation of each particular Order.
- 5.1.6. We retain the right to immediately execute any Order and to act in accordance with any Instruction provided to us without further enquiry as to the genuineness, authority or the identity of the person using the Account to initiate such Instruction. Please remember that safeguarding your Account is **YOUR SOLE RESPONSIBILITY**, in accordance with section 7.5 below.

5.2. Limits on the amount of Consideration under an Order

We reserve the right to introduce minimum and maximum thresholds on the amounts of Consideration that Users may place in relation to an Order, to apply different thresholds to the different forms of Consideration, and to apply different thresholds to different Users. The specific threshold applicable to the Consideration of your choice will be displayed on the Platform when placing an Order. You may submit a request to amend any such thresholds by

writing to support@currency.com and we, in our sole discretion, may decide whether to accommodate or to refuse such a request.

5.3. Execution of Orders

Orders are made with reference to and executed in accordance with the prevailing market price. The amount of Virtual Assets received in exchange for the Consideration (“**Received Amount**”) will be automatically credited to the relevant Wallet that is associated with your Account on the Platform. You accept that the Received Amount is complete and final even if the amount received may be higher or lower. Please note that this may happen due to the time required to execute your Order and the high volatility of the Virtual Asset markets as detailed in section 8.1 below.

5.4. Costs

Any costs, including but not limited to our Fees, any Third Party fee, and/or any other commissions and or cost associated (“**Costs**”) with the Exchange Services (including network fees) shall be added to the Consideration and automatically deducted from the available balance on your Wallet. Please note that we may not be able to provide you with information on Costs applied by Third Parties.

5.5. Pending Orders

Once you submit an Order, the Order will be in a pending state until it is executed (“**Pending Order**”). Please note that the exchange is not complete while the Order is in a pending state, and that the amount of Consideration that you have committed for the exchange will not be available to you. If the Order is executed successfully, you will automatically receive the Virtual Asset on the relevant Wallet in accordance with section 5.3 above. If instead the Order is cancelled in accordance with section 5.7 below, the amount of Consideration will be credited back to the original Wallet from which the Consideration was taken, deducted of any applicable Costs (if any).

5.6. Modification or Cancellation of Orders

Please note that due to the nature of Virtual Assets and to the fact that some parts of the Exchange Services lie outside of our control, any attempt to modify an Order may not result in that Order being modified. As such, any request to modify a Pending Order shall only amount to request for us to attempt to do so. Your request to effect an Order **MAY NOT BE** cancelled on your side.

5.7. Cancellation of Orders

We reserve the right to cancel an Order or part of an Order at all times upon the occurrence of or due to:

- a. you not holding a sufficient amount of Virtual Assets on your Wallet to meet the amount of Consideration specified under the Instructions that are associated with the Order (including any associated Costs);
- b. the Order going above any threshold which we have set in accordance with section 5.2 above;

- c. the Order being placed during a scheduled or unscheduled downtime of the Platform;
- d. the Order being made in violation or where we have reason to suspect that the Order has been made in violation of the Terms, or any applicable rule, law, or regulation;
- e. us having reasons to suspect that you may not be the person effecting the Order through your Account;
- f. the Order being non-marketable due to unfavourable market conditions;
- g. Third Parties, which we may rely upon to execute the Order being unable to provide support with the Order, for example instances where liquidity providers are unable to provide liquidity;
- h. any event outside of our control us preventing us to provide access to the Platform or the Services, or to meet any other obligation we may be subject to under the Terms (“**Force Majeure Event**”);
- i. risk considerations;
- j. in our reasonable discretion executing the Order goes against legitimate interests.

Please note that we disclaim any liability associated with the cancellation of Orders, as more thoroughly described in section 13 below.

6. Leverage Trading

6.1. Warning

Leverage Trading involves a considerable amount of risk, and you should only access this specific Service after carefully considering whether the Service is suitable to you in light of all risks associated with it. In order to assist you with this exercise, we have provided you with information on some risks that are involved with this Service, which you may find in section 8.6 below.

6.2. General

We allow Users to gain more purchasing power and greater exposure to the Virtual Assets markets by joining their available balance with Currency.com funds in order to open more substantial positions (“**Leveraged Positions**”). Users will be able to select the specific amount of leverage from the available options (“**Options**”) which will be displayed on the Platform and Website and which will depend on the amount of available balance on your Account, with our own discretion, and with any applicable rule, law, and regulatory requirement.

6.3. Options

Options are expressed in multipliers. For example, an Option to leverage x2 (also expressed as 1:2), means that you would be able to double any unit used to open a position. For example, if you decided to trade 1 BTC you would be able to open a position worth a maximum of 2 BTC. In our leverage trading mode Users are able to set market, limit, good-till-canceled, and stop orders as well as specifying stop loss and take profit levels in each case. It is also important to note that Leverage Trading Services include long and short terms operations.

6.4. Costs

You acknowledge and accept that Leverage Trading Services are **SUBJECT TO COSTS**, including our Fees, Third Party fees, network fees, and other costs (including any applicable tax), and that such Costs may be automatically deducted from the available balance on your Account. We will show any Cost that is applied by us through the Platform. Please note that we may not be able to provide you with information on Costs applied by Third Parties. Please also note that holding positions overnight may be subject to additional Costs. For more information on overnight charges, please refer to section 9 (Fees) of the Terms.

6.5. Risk Mitigation

In order to mitigate some of the risk involved in the Leverage Trading Services, we have implemented a number of measures through the Platform ("**Measures**"). The Measures are designed to protect you when using the Leverage Trading Services.

6.5.1. **Negative Balance Protection:** each User may only ever lose the total amount initially invested and, under no circumstances, will a User ever be liable to pay any loss exceeding their initial investment. If the value of the Virtual Asset acquired through the Leverage Trading Services decreases to such an extent that your Wallet goes into a negative balance (which may occur when leverage trading), we will restore it to zero.

6.5.2. **Guaranteed Stop-Loss:** We allow you to limit your loss to a specific amount. When the investment reaches the amount set by you under the guaranteed stop-loss Measure, the Platform will automatically close your Leverage Position. This Measure is optional, and you may decide whether to use it unless you pick Options with mandatory guaranteed stop-loss feature, in which case the guaranteed stop-loss is applied automatically and cannot be disabled.

6.5.3. **Margin Calls**

We will notify you when your position suffers a loss falling under certain ratio-based thresholds, which we calculate based on margins of profits and loss and as these may be from time to time ("**Margin Calls**"). This allows you to determine whether to keep your Leveraged Position open, potentially incurring into further losses (up to a maximum of your entire investment) or whether to close your position and only lose part of your initial investment.

6.6. Right To Liquidate

We retain the right to automatically close and liquidate your Leveraged Positions to provide you with the benefit of the Negative Balance Protection and the Guaranteed Stop Loss Measures ("**Right To Liquidate**"). You hereby acknowledge, understand, and agree that we shall have absolute discretion when exercising our Right To Liquidate.

6.7. Right To Close Leveraged Positions

We reserve the right to close any open Leveraged Position where you have insufficient balance on your Account to cover applicable Costs, and/or when Leveraged Position remains open for at least 28 days.

6.8. Please note that when a Leveraged Position is closing, the Platform displays the approximate closing price and that, due to the volatility of the market, such approximation of price may differ from the final amount of Virtual Asset received when the Leveraged Position is closed. For the avoidance of doubt, we shall not be liable to pay any difference between the price approximation and the final price.

7. Account

7.1. Registration Process

- 7.1.1. To open an Account on the Platform you must go through the registration process. The registration process effectively amounts to an application to Currency.com for the opening of an Account on the Platform registered under your name and does not under any circumstance grant you any right over or in connection with the use of or access to the Platform and the Services.
- 7.1.2. Only an individual who reached at least 18 years of age (or as the case may be a higher age if his/her relevant jurisdiction requires a higher age as the age of majority) or duly authorised representatives of legal entities are eligible to open an Account with Currency.com.
- 7.1.3. Currency.com reserves the right in its sole discretion to decline the opening of an Account, and to temporarily or permanently suspend access to any Account (or any part of it) where required or recommended to do so by applicable governmental, regulatory or law enforcement authorities or its own risk considerations.
- 7.1.4. Currency.com is required to implement stringent anti-money laundering and counter terrorist financing measures to ensure that the Platform and the Services are not used for or in connection with illicit activities. We are fully committed to comply with any such requirement and to ensure that our Platform and Services are only used for legitimate purposes in accordance with the Terms. In order to do so, we apply certain identification and verification measures when you register to open an account with us, and from time to time on an ongoing basis ("**Verification Process**").
- 7.1.5. Please note that the opening of the Account is subject to the Verification Process and, particularly, to meeting our anti-money laundering requirements, which may be amended from time to time ("**AML Requirements**").

- 7.1.6. As part of the Account registration process, you will be required to choose username and password and, possibly, a multi-factor authentication system (collectively, “**Login Credentials**”). Please note that for security purposes we may require you to change the Login Credentials associated with your Account from time to time.
- 7.1.7. You may only access your Account using your Login Credentials unless otherwise authorised by us.

7.2. Verification Process

- 7.2.1. As part of the Verification Process, you will have to provide Currency.com with some documentation and information which is required for us to establish and verify your identity and determine whether you meet the AML Requirements. Therefore, you shall provide us with the correct information that we may ask from you in order to carry out the Verification Process, which may include:
 - a. personal information such as, but not limited to, your name, address, date of birth;
 - b. contact information, including phone number, email address, and any other contact information which we may ask from time to time;
 - c. copies of identity documents, such as passport or driving license, as well as proof of address, and any other such document as we may see fit to verify your identity and place of residence; and
 - d. copies of documents and information to verify your source of funds and/or wealth, including, but not limited to, the following: (i) details of other electronic wallets you hold with third-party service providers; (ii) information on or in connection with deposits of Virtual Assets from wallets you hold with third-party service providers to the Wallet; and (iii) information on or in connection with withdrawals of Virtual Assets from the Wallets hosted by us on your behalf to external wallets.
- 7.2.2. Currency.com reserves the right to, directly or indirectly (through third parties), make any inquiries we consider necessary to check the relevance and accuracy of the information you have provided as part of the Verification Process.
- 7.2.3. We will inform you of whether you have met the AML Requirements and, as such, of whether you are eligible to open the Account and become a User, via a Primary Email Address (as defined below) or via the Platform interface, if appropriate, once all necessary and required checks are done.

7.3. Account Management

- 7.3.1. Subject to the Terms herein, you may only access your Account using the Login Credentials that are associated with it. You are solely responsible for managing and maintaining the security of your Login Credentials.

- 7.3.2. If you are unable to access your Account, please contact us at support@currency.com, providing a brief explanation on the reason as to why you are contacting us. However, please note while we may assist you in restoring access to your Account, we are under no obligation to do so.
- 7.3.3. We reserve the right to make your continued access to and use of the Account, the Platform, and the Services subject to a new Verification Process, and/or to the provision of additional information which we may require in order to determine whether you meet our AML Requirements as these may be from time to time.
- 7.3.4. You are responsible to ensure that the information associated with your Account is correct at all time, to maintain the correctness and veracity of any such information, and to notify us of any material change to it within 5 calendar days of such change taking place by writing to us at the following email address: support@currency.com.
- 7.3.5. You may find all information and details pertaining to your Account including to all of the activity taking place on your Account (“**Account Information**”) on the Platform. The Account Information will automatically include and display all activity as soon as reasonably practicable right after the activity takes place on the Account.
- 7.3.6. Unless otherwise required by law, information which we make available to you through the Account Information (including confirmations and account statements) shall be deemed delivered to you within 1 calendar day of being available to you.
- 7.3.7. We may at our sole discretion withdraw or amend any Account Information at any time. To the extent permitted by applicable law, and subject to any agreement to the contrary, you agree that we are under no obligation to provide you with Account Information in paper form.
- 7.3.8. The Account Information (save if manifestly incorrect) will be conclusive evidence of the activity taking place on the Account, and will be binding on you if not objected by you to in writing within 1 calendar day of being available on the Platform as part of the Account Information.
- 7.3.9. To object to the accuracy of the Account Information or any part of it, please write to us at the following email address: support@currency.com.
- 7.3.10. The Account Information is private to you, and is only made available:
- a. to you, in your capacity as the User;
 - b. to Currency.com, only to the extent necessary for us to provide the Services and in observance of applicable customer protections and privacy measures; and
 - c. to such other person to which Currency.com must disclose the Account Information by virtue of applicable rules, laws, and regulations (if any).

7.4. Multiple Accounts

- 7.4.1. Currency.com may, in its sole discretion, allow you to hold more than one Account and, always in its sole discretion, limit the number of Accounts that you may have under your name.
- 7.4.2. To request an additional Account, please write to us at the following email address: support@currency.com, providing the reason for such a request.
- 7.4.3. For the avoidance of doubt, each account shall be subject to the Terms independently and to the same extent.

7.5. Account Security

It is your responsibility to maintain access to your Account secure, and to implement the following measures (“**Account Security**”):

- a. selecting a unique password that you do not use for other websites, by periodically updating your Login Credentials, and by keeping your Login Credentials and other forms of authentication confidential and separate from each other;
- b. keeping your Login Credentials strictly confidential;
- c. logging out of your Account whenever you are not using it;
- d. keeping any device, you use to gain access to the Platform safe and secure and locked with a secure password or other security mechanism and ensuring email account(s) you use to communicate with us are also secure and only accessed by you;
- e. changing your Account access information regularly;
- f. promptly notify us at support@currency.com of any SMS, email, questionnaire, survey, or other request of information requesting you to provide your Login Credentials, and under no circumstance providing such information through any such request. For the avoidance of doubt, we will **NEVER** request your Login Credentials;
- g. notifying us promptly at support@currency.com if your Login Credential has been lost or stolen, or if you have reason to believe that any person other than you has gained or may gain access to it;

7.6. Unauthorised Use

- 7.6.1. If any activity on your Account was not authorised by you (“**Unauthorised Use**”), or if you have any reason to suspect so, you must inform us as soon as possible by writing to us at the following email address support@currency.com. For the avoidance of doubt, Unauthorised Use shall also cover instances where your Account was wrongly charged due to a mistake on our parts.
- 7.6.2. Failure to notify us immediately after you identified the Unauthorised Access may result in you losing your entitlement to have us investigate your matter and, subject to our reasonable discretion, correct it.

7.7. Balance

The cumulative balance on Wallets associated with an Account belongs to its User. Subject to circumstances where a User dies or become incapacitated, which are dealt with in accordance with section 7.9 below, we recognise only the rights of the User. You cannot assign or transfer legal ownership of your Currency.com Account to anyone.

7.8. Right to set off

On the happening of any event which entitles us to be compensated by you (including, but not limited to, any technical errors on our behalf or on behalf of our Third Party providers), we shall be entitled to recover any sum due to us by deducting it from the available balance on your Account(s). If the amount owed to us is in the form of a Virtual Asset or fiat money which is different to the Virtual Assets you hold with us, we shall convert the amount you hold with us to the currency of the amount you owe us by applying our then-prevailing market exchange rates. Please note that we are under no obligation to inform you of any such conversion occurring.

7.9. User's death or incapacity

Upon the death or incapacity of a User, and in the event where the legal heirs or representatives of the User decide to withdraw the remaining balance available on the Account (if any), such legal heirs must write to us at support@currency.com and present us with official legal documents released by the competent authorities in their jurisdiction evidencing the death or incapacity of that User, and we, in our sole discretion and upon examination of such documents to our full satisfaction, shall make the decision of whether to allow such a withdrawal. Additional cost for such verification process may be applicable.

7.10. Account Suspension and Termination

- 7.10.1. Users may terminate their Account at any time, by providing us with a prior written notice and following settlement of any pending activity on their Account. The notice shall be delivered to us at support@currency.com in the form of an email detailing the User's intent to terminate the Account.
- 7.10.2. The suspension or termination of an Account shall not affect the payment of Costs that may be due for past activity on the Account or for past activity that is associated with the Account.
- 7.10.3. Upon termination of the Account, and unless the termination of the Account was due to any illicit activity, the User shall provide a valid Virtual Asset address to allow Currency.com the transfer of the remaining balance on the Account (if any) to any such Virtual Asset address. Currency.com endeavours to transfer Virtual Assets as soon as reasonably practicable following the User's request to terminate the Account. Please note that third parties or blockchain networks involved in the transfer of balance may apply certain charges to the transfer, and that may be beyond our control. We endeavour to use reasonable effort to reduce any such charge to the extent possible.

- 7.10.4. Currency.com reserves the right to **SUSPEND** the provision of the Services to you and/or to **IMMEDIATELY TERMINATE** your Account if you refuse or fail to complete a Verification Process, including cases where you fail to provide the required information within the required time frame.
- 7.10.5. Currency.com reserves the right to **SUSPEND** the provision of the Services to you, to **IMMEDIATELY TERMINATE** your Account, and to take further actions **AGAINST YOU** in case we suspect that the Account is used in contravention with the Terms, and/or for or in connection with any illicit or fraudulent activity. This also includes, for example, provision of counterfeit documents and/or false personal information.
- 7.10.6. Currency.com reserves the right to **SUSPEND** the provision of the Services to you and/or to **IMMEDIATELY TERMINATE** your Account, and to take further actions **AGAINST YOU**, if we establish or have reasonable grounds to suspect that a request made by you in relation to your Account was made fraudulently.
- 7.10.7. You may not terminate your Account if you, or any activity on or connected to your Account is subject to an ongoing investigation. We reserve the right to **SUSPEND** and restrict access to your account and to **FREEZE** all Virtual Assets on any Wallet that is associated with your Account(s) until the investigation is concluded.
- 7.10.8. Please note that we are obliged to store information pertaining to your Account following termination for at least five (5) years and that such information will be treated in accordance with the Terms (incorporating any Currency.com Policies).
- 7.10.9. Please note that following termination, you shall remain liable for any activity on or in connection with your Account that occurred at the time when your Account was open.

8. Risk Warning

8.1. General

The risk of loss in trading or holding Virtual Assets can be substantial. You should therefore carefully consider whether trading or holding Virtual Assets is a suitable activity for you in light of your financial circumstances. You acknowledge that using Virtual Assets, their networks and protocols, involves serious risks. It is your duty to learn about all the risks involved with Virtual Assets, their protocols and networks. Even if we inform you of some of the risks involved with Virtual Assets, their protocols and networks, Currency.com has no responsibility to alert you of all risks involved. Currency.com has no control over and makes no representations regarding the value of Virtual Assets, or the security of their networks or protocols. You hereby further acknowledge that the Virtual Assets markets are determined by demand and supply only. The Virtual Assets market is a dynamic arena and their respective prices are often highly unpredictable and volatile. The prices of Virtual Assets are usually not transparent and are frequently highly speculative and susceptible to market manipulation. In the worst-case

scenario, the product could be rendered worthless. Moreover, there is always a risk that changes in the applicable legislative or regulatory regime may adversely affect the use, transfer, exchange, and value of Virtual Assets. Virtual Assets' markets and exchanges are not currently regulated with the same control, and customers are not entitled to the same protections, available in relation to other financial instruments. You are solely responsible for determining whether any contemplated or actioned use of the Services is appropriate based on your personal goals, financial status and risk willingness. We do not guarantee the availability of any exchange rate. We do not guarantee that you will be able to buy and/or sell your Virtual Assets on the open market at any particular price or time.

For more information about risks related to Virtual Assets please refer to your [Cryptocurrency Risk Disclosures page](#).

8.2. No Advice or Guarantee

The content provided as part of the Services is for informational purposes only, and should not be considered legal or financial advice. We may provide information on the price, range or volatility of Virtual Assets and events that have affected the price of Virtual Assets, but it should not be considered as investment or financial advice and should not be construed as such. Currency.com is not acting and cannot act as an advisor, including as to any financial, legal, investment, insurance or tax matters. Any information provided by Currency.com is for general information only. You are solely responsible for determining whether any contemplated transaction is appropriate for you. You should consult with an attorney or other professional to determine what may be best for your individual needs. Currency.com does not make any guarantee or other promise as to any results that may be obtained from using the Services. You should not make any investment decision without first consulting your financial advisor and conducting your own research and due diligence.

8.3. Internet and Computers Transmission Risks

There are risks associated with utilising an Internet-based system including, but not limited to, the failure of hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information or assets (including your Virtual Assets) stored on your behalf. Additionally, there is a risk of cyber-attacks on the security, integrity or operation of the Virtual Assets' distributed ledger technology or any other underlying technology.

8.4. Distributed Ledger Technology Risks

Distributed ledger technology (also referred to throughout the Terms as "**blockchain**") may be an independent public peer-to-peer network and not controlled in any way or manner by us and, as such, we shall not be responsible for any failure, mistake, error or breach which shall occur on the blockchain or in any other networks on which the Virtual Assets are being issued or otherwise traded. You will be bound and subject to any change or amendments in the blockchain system and subject to any applicable law which may apply to the blockchain. We make no representation or warranty of any kind, express or implied, statutory or otherwise, regarding the blockchain functionality nor for any breach of security in the blockchain.

8.5. Forks

The underlying protocols are subject to sudden changes in operating rules, and third parties may from time to time create a copy of a virtual assets network and implement changes in operating rules or other features (“**Forks**”) that may result in more than one version of a network (each, a “**Forked Network**”) and more than one version of a virtual asset (“**Forked Assets**”).

You understand and acknowledge that Forked Networks and the available supply of any Forked Assets are wholly outside of the control of Currency.com, and you further acknowledge that our ability to deliver Forked Assets resulting from a Forked Network may depend on third-parties that are outside of our control. You understand and acknowledge that Forks may materially affect the value, function, and/or even the name of the Virtual Assets you store in your Wallet(s). In the event of a Fork, you understand and acknowledge that Currency.com may temporarily suspend the Services (with or without advance notice to you) while we determine, at our sole discretion, which, if any, Forked Network(s) to support.

8.6. Leverage Trading Risk

Please note that leverage trading constitutes a particularly risky activity. You should only access this specific service if you fully understand the implications and the potential consequences of using it, including but not limited to the risk of losing part or all of the balance on your Account. Under no circumstance shall Currency.com be held liable for any loss you may incur through your use of the leverage. By accessing the leverage, you acknowledge, understand and, to the extent that is necessary for these provisions to be enforceable, agree with these Terms.

8.7. Past performance is not an indication for future performance

Exchange rates are subject to fluctuations outside our control. Past movements or trends in the movement of Virtual Assets’ exchange rates should not be taken as an indicator of future movements in such exchange rates.

9. Fees

9.1. By using our Services you may incur certain fees and commissions as set out and available at <https://currency.com/fees-charges-stv> (the “**Fees**”), and as may be presented to you through the Platform when accessing and using the different Services. We may revise and update the different Fees that are applicable to the Services from time to time and at our sole discretion. In consideration of us providing you with the Services, you authorise Currency.com to automatically debit your Account for any Fee due to us in accordance with the Terms.

10. Taxes

10.1. Our Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, accessible by any

jurisdiction whatsoever (collectively, “Taxes”). You are responsible for paying all Taxes associated with your Account hereunder, including all applicable country, federal, state and local taxes if applicable. If we have the legal obligation to pay or collect Taxes for which you are responsible, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. You also agree that we may set-off such amounts.

11. Intellectual Property

11.1. All content on the Platform is the property of Currency.com and, unless otherwise specified herein, is protected by copyright, patent, trademark and any other right that is available to us under applicable laws for the protection of intangible assets.

11.2. Subject to Clause 11.3 below, the trademarks, trade names, service marks and logos of Currency.com and others, software, applications, text, images, graphics, data, prices, trades, charts, graphs, video, audio materials, and any other form of intellectual property or intangible assets (“**Intellectual Property**”) used on the Platform belong to Currency.com. You shall not copy, reproduce, modify, republish, upload, post, transmit, scrape, collect or distribute in any way, form or by any means, whether manual or automated, any part of our Intellectual Property. Any such unauthorized use may violate our rights under applicable laws and could result in criminal or civil penalties against you.

11.3. Notwithstanding any of the above, any Intellectual Property on the Platform belonging to a third party shall remain property of that third party.

12. Treatment of your personal information

12.1. Please rest assured that any Personal Information (as defined under Regulation (EU) 2016/679 (“**GDPR**”)) that we may need to process to provide you with the Platform and the Services or in connection with the Platform and the Services, will be processed in accordance with our Privacy Policy, as amended from time to time and in observance with any rule, law, and regulation as may be applicable to us from time to time when carrying out such processing.

13. Disclaimer

13.1. The Platform and the Services are provided “as is”, without guarantees of any kind, either expressed or implied. While we strive to maintain access to the Platform, all online services suffer from occasional disruptions and outages and we are not liable for any disruption or loss you may suffer as a result. Therefore, please note that we do not provide any guarantees that access to the Platform and the Services will not be interrupted or that there will be no delays, failures, errors, omissions or loss of transmitted information. However, we use reasonable endeavours to ensure that you can access the Platform and the Services in accordance with

these Terms. Please also note that we may suspend access to the Platform for maintenance and that we will make reasonable efforts to give you sufficient notice of such disruption. However, you acknowledge and accept that this may not be possible in an emergency.

13.2. For the avoidance of doubt, the Platform and any other online or offline material offered or produced by us, does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised, to any person for whom access and use of the Services and the Platform is unlawful, or to whom it is otherwise unlawful to make such an offer or solicitation.

13.3. Currency.com **DOES NOT** offer or intend to offer, nor purport to offer to you or any of the Users any investment or financial advice, nor any other form of advice in relation to the Services.

13.4. For the avoidance of doubt, the ability to access the Platform and the Services **DOES NOT** mean that the Services are legally viable under rules, laws, and regulations that are applicable to you. It is your sole responsibility to verify that you have the legal capacity to access and to use the Platform and the Services. Failing to do so constitutes a breach of the duty you are subject to under the warranties listed in section 14 below.

13.5. We do not provide any guarantee for any Third Party. You acknowledge and agree that you are solely responsible for your relationship with any Third Party. We shall not be liable for anything arising out of or as a result of your acceptance to be bound to any Third Party terms and conditions.

13.6. You understand and acknowledge that we do not guarantee that Orders placed on the Platform will be executed, and that we have the right to cancel any Order in accordance with section 5.7 above, without any liability whatsoever to the fullest extent permitted by law, including but not limited to liability for damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss arising from our decision.

13.7. We shall not be liable for any inability to modify an Instruction. You understand and agree that, if an Instruction cannot be cancelled or modified, you are bound by any execution of the original Instruction.

13.8. We shall not be liable for any loss you may incur as a result of the Measures, and of our Right To Liquidate.

13.9. We shall not be responsible or liable for any loss, damage, or other form of sufferance resulting from any of the risks detailed in section 8 above.

13.10. We shall not be liable for, and we shall enjoy sole discretion when determining whether or not to support a forked network. You agree that we may determine the approach to such forked Virtual Assets, which may include abandoning or otherwise electing not to support such forked Virtual Assets as part of the Services. You understand and hereby acknowledge that Currency.com is unlikely to support most forked networks and that most forked Virtual Assets

will likely not be made available to you, and that you shall have no right, claim, or other privilege to a forked Virtual Asset that is not supported by Currency.com.

- 13.11. Under no circumstances should any material provided by Currency.com be construed as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice. You are encouraged to consult your business advisor, attorney, and tax and accounting advisors concerning any contemplated transactions.
- 13.12. It is **YOUR SOLE RESPONSIBILITY** to determine whether, and to what extent, any taxes apply to any transactions conducted hereunder, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.
- 13.13. Trading markets are volatile and shift quickly in terms of liquidity, market depth, and trading dynamics. **YOU ARE SOLELY RESPONSIBLE** and liable for any and all of your trading and non-trading activity hereunder, and for knowing the true status of any position or contract with Currency.com, even if presented incorrectly by Currency.com at any time. You must have the financial ability, sophistication, experience, and willingness to bear the risks of ownership of Virtual Asset, including but not limited to the risk of total loss. An investment in Virtual Asset may not be suitable for all investors. Virtual Assets available for trading through Currency.com are not subject to the same regulatory requirements, including investment disclosures, as registered securities, exchange traded funds, or similar investment vehicles in most jurisdictions. Potential investors should carefully consider the long-term nature of an investment in Virtual Assets prior to making an investment decision. You acknowledge and agree to be fully responsible and liable for your trading and non-trading actions and inactions associated with your Wallets and all gains and losses sustained from the performance of any and all transactions. Under no circumstances should any material provided by Currency.com be construed as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice. You are encouraged to consult your business advisor, attorney, and tax and accounting advisors concerning any contemplated transactions.
- 13.14. Rapidly applicable sanctions, and applicable money laundering laws are a trading risk, and while Currency.com monitors these risks and adjusts its compliance practices accordingly, you are solely responsible and bear the risk for ensuring that your actions comport with the relevant legal standards and do not violate any applicable laws and regulations.
- 13.15. To the fullest extent permitted by applicable law, you agree that Currency.com shall not be liable to you, under any circumstance, for any and all indirect, incidental, special, consequential (including lost profits, lost revenues, and loss of use) or punitive damages, arising from or related to these Terms or any breach thereof by Currency.com, or any of the information, services or transactions.

14.Warranties

- 14.1.You hereby warrant and guarantee that in accessing and/or using the Platform and the Services:

- 14.1.1. you are complying with the Terms and that you will comply with the Terms at all time;
- 14.1.2. you are complying with all rules, laws, and regulations applicable to you (as these may be from time to time) by virtue of your place of residence, or by virtue of any circumstance that is otherwise specific to you;
- 14.1.3. if you are a natural person, that you are at least 18 years old (or as the case may be of a higher age if your relevant jurisdiction requires a higher age as the age of majority);
- 14.1.4. you are of sound mind, and legally capable of taking responsibility for your own actions;
- 14.1.5. you will comply at all time with the Terms and will not take any action which is in breach of the Terms, or any applicable law, rule, and regulation, or cause, induce and/or assist any other person to carry out any such action;
- 14.1.6. you will not behave immorally, and in a manner that may put our reputation at risk;
- 14.1.7. any and all information that is associated with your Account is correct and that you shall maintain it correct and up to date;
- 14.1.8. any and all Virtual Assets Deposited or otherwise used in connection with your Account and with the Platform derived exclusively from legitimate activities;
- 14.1.9. you will ensure that any and all information provided under each Order is accurate, correct and a reflection of your intention;
- 14.1.10. you shall maintain the Account Security at all time;
- 14.1.11. you are entitled to and have all necessary rights to any Intellectual Property submitted by you or otherwise uploaded to the Platform;
- 14.1.12. before using any of the Services, you shall make your own independent assessment as to whether the Services are appropriate for you, based upon your understanding of the risks detailed in section 8 above, upon your own judgment, and upon such independent advice as you may seek from any third party advisers to the extent to deem it necessary.
- 14.1.13. you are not engaged, either directly or indirectly, in any of the following prohibited activities:
 - a. registration of more than one Account, unless explicitly allowed by us in writing, following a request pursuant to Clause 7.4 above;
 - b. registration of an Account if your previous account was suspended indefinitely or terminated by us, unless explicitly allowed by us in writing;
 - c. participation in any attempts to manipulate or in any way subvert the rights or obligations of Currency.com, any User, or any third party;
 - d. initiation or in any way participation in any attempts to gain unauthorized access to any part of the Website or any part of the Platform, or in any way impair the security, functionality or performance of the Platform, or the Services;
 - e. infringement of Currency.com's or any third party's Intellectual Property, or rights of publicity or privacy;
 - f. act in a manner that is defamatory, libellous, threatening or harassing with respect to your interaction with us;
 - g. harass Currency.com employees, agents, or other Currency.com Account holders;

- h. provide us with false, inaccurate or misleading information;
- i. refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to Currency.com; and
- j. you are entitled to and have all necessary rights to any Intellectual Property submitted by you or otherwise uploaded to the Platform.

14.2. Currency.com hereby warrants to you that we shall provide the Services with reasonable care and skill in accordance with the Terms, and that we endeavour that the Platform provides for a safe environment for you to enjoy the Services.

15. Indemnities

15.1. To the widest extent permitted by law, you hereby agree to protect, defend, indemnify and hold us harmless from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by us directly or indirectly arising from:

- 15.1.1. your use of and access to the Platform and the Services;
- 15.1.2. any breach of the Terms, including, but not limited to, a breach of any of the warranties listed in section 14 above;
- 15.1.3. any breach of any rule, law or regulation on your part, and any immoral behaviour you undertake, either directly or indirectly;
- 15.1.4. your acceptance, breach, or any other activity connected to Third Parties' terms and conditions;
- 15.1.5. your violation of any Third Party right, including without limitation any Intellectual Property or other proprietary right;
- 15.1.6. your inability to access or use the Services, including your inability to execute a request for Deposits and/or Withdrawals of Virtual Assets resulting from:
 - a. your non-compliance with any Verification Process or other compliance procedures which we may, in our reasonable discretion, require you to go through from time to time;
 - b. any applicable rule, law, or regulation;
 - c. any Unauthorised Use, arising out of or in connection with your breach of the Terms, including any failure to safeguard the security of your Account;
 - d. any damage or losses resulting from theft or any loss of control of your Account, other than theft and loss of control resulting from our fault or negligence.

The indemnification obligations under this section shall survive any termination or expiration of the Terms or the User's use of the Platform or the Services.

16. Limitations of Liability

16.1. TO THE WIDEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CURRENCY.COM, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS BE LIABLE TO THE USERS OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT,

INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES WHATSOEVER, CAUSED BY ANY OF THE FOLLOWING, INCLUDING BUT NOT LIMITED TO (I) ANY ERRORS, MISTAKES OR OMISSIONS BY THE USERS WHEN USING THE PLATFORM OR THE SERVICES WHICH CAUSE OR RESULT IN THE LOSS OF ANY AND ALL OF THEIR VIRTUAL ASSETS, (II) ACCURACY, COMPLETENESS OR CONTENT OF AND ON THE PLATFORM, (III) ACCURACY, COMPLETENESS OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO OUR PLATFORM, (IV) THE PLATFORM OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE PLATFORM, (V) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (VI) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VII) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VIII) ANY INTERRUPTION OR CESSATION OF THE SERVICES, THE PLATFORM OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE PLATFORM, (IX) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THE PLATFORM OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE PLATFORM, (X) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE AND/OR (XI) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF A USER'S USE OF THE PLATFORM OR THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY AND WHETHER OR NOT CURRENCY.COM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE PLATFORM OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. IN ADDITION, THE USER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL CURRENCY.COM'S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY THE USER FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR THE USER'S USE OF THE SITE, THE PLATFORM OR THE SERVICES.

17. Miscellaneous

17.1. You agree and consent for us to communicate with you through the Platform and through the primary email address that is associated with your Account ("**Primary Email Address**").

It is your responsibility to ensure that you log onto and regularly review the information that we make available to you through the Platform and the Primary Email Address. You shall also review and respond to any notice which we may send you regarding your Account Information, and to promptly reply to any of our questions. Failure to contact us in a timely manner in accordance with the Terms may result in loss of funds and/or important rights.

- 17.2. You and Currency.com agree that any party hereto may bring claims against the others only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. No adjudicator may consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief awarded to any User cannot and may not affect any other User.
- 17.3. These Terms do not intend to confer any benefit on any third party, and no third party shall have any rights to enforce any of these terms against us.
- 17.4. You may not transfer, assign, or sell any rights or obligations you have under the Terms or otherwise grant any third party a legal or equitable interest over your Account without our prior written consent. Currency.com reserves the right to transfer or assign the Terms or any right or obligation under the same to any party and at any time.
- 17.5. If we fail to enforce any of our rights under any of these Terms, or applicable laws, it shall not be deemed to constitute a waiver of such right.
- 17.6. We may comply with any subpoena, levy, or other legal process brought against you if we believe it to be valid. We may notify you of such a process electronically, by phone, or in writing.
- 17.7. We reserve the right, but shall have no responsibility, to edit, modify, refuse to post or remove any content, in whole or in part, from the Platform if we deemed that such content is objectionable, erroneous, illegal, fraudulent or otherwise in violation of these Terms.
- 17.8. Unless stated otherwise in these Terms, if any provision of the Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the extent possible.
- 17.9. We reserve the right to amend, revise, modify, and/or change the Terms and/or the Services at any time. All changes shall take effect immediately and such updated version of the Terms shall be published through the Platform. You are solely responsible to periodically review the Terms. If you do not agree with any such modification, your sole and exclusive remedy is to stop your use of the Services and submit a request to terminate your Account. You agree that we shall not be liable to you or any third party for any modification or termination of the Services and/or these Terms, or suspension or termination of your access to the Services, except to the extent otherwise expressly set forth herein.
- 17.10. We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any portion of our Services.
- 17.11. The Terms, including the Policies and any other document or information incorporated by reference constitutes the entire agreement between you and Currency.com, and govern your access to the Platform and use of the Services, superseding any prior agreements between you and Currency.com with respect to the Platform and the Services.

17.12. If any provision or section of the Terms is found by a court of the competent jurisdiction or arbitrator to be invalid or unenforceable, the Parties agree that the court or arbitrator should endeavour to give effect to the Parties' intentions as reflected in the provision, and that the other provisions of these Terms shall remain in full force and effect. If the court or arbitrator cannot do so, then the Parties agree that the court or arbitrator should strike the invalid or unenforceable provisions, and that the remaining provisions be given their full force and effect.

18. User Support and Complaints

18.1. We take complaints seriously. Should you wish to make a formal complaint about us, about the Platform or about the Services we provide, please contact us at support@currency.com.

19. Governing Law and Dispute Resolution

19.1. The Terms are governed by and construed in accordance with the laws of Saint Vincent and the Grenadines, unless otherwise expressly provided herein. All disputes and controversies arising out of or in connection with the Platform and/or the Services shall be submitted to the courts of Saint Vincent and the Grenadines.