



TERMS OF SERVICE

Exmarkets.com (further referred to as the '**Site**'). These terms and conditions of service (referred to as '**Terms of Service**') apply to all users of the Site. You should read these Terms of Service carefully and determine if they apply to you. By using any of the features, services, or functions existing on the Site (together or separately referred as, the '**Services**'), the customer (further referred to as '**you**' or '**your**') must agree to these Terms of Service.

1. DEFINITIONS

- 1.1. "**Associates**" means ExMarkets and all of its respective directors, subsidiaries, employees, contractors, shareholders, agents, officers, attorneys, affiliates, insurers, and partners;
- 1.2. '**ExMarkets**' means Chain Framework Ltd., B.V.I.
- 1.2. '**Person**' includes an individual, trust, association, corporation, other body corporate, partnership, and any other form of legal organization or entity;
- 1.3. '**Prohibited Use**' means what is set out in paragraph 18 of these Terms of Service;
- 1.4. '**Service**' means any of the features, services, functions offered on the Site;
- 1.5. "**Site**" means the Internet website Exmarkets.com;
- 1.6. "**Terms of Service**" means these terms and conditions of service, and they might be amended, changed or updated at any time;
- 1.7. "**your**" or "**you**" means the customer.
- 1.8. The headings and subheadings in these Terms of Service are for easier reference only and are not to be considered in the construction or interpretation of any provision or provisions to which they refer.
- 1.9. Unless otherwise specified in these Terms of Service, words meaning the singular include the plural and vice versa and words meaning gender include all genders.

2. SCOPE OF TERMS OF SERVICE

- 2.1. These Terms of Service acts as an agreement and constitutes to the use of any or all of the Services, and any manner of accessing them, between you and ExMarkets (referred to herein as "ExMarkets").

3. USAGE AND CHANGES OF TERMS AND CONDITIONS

- 3.1. Any and all terms, limitations, conditions, licenses, and obligations contained in and on the Site are incorporated into these Terms of Service by reference, including, without limiting the generality of the foregoing, the following Site policies and pages: the Privacy Policy; the Risk Disclosure Statement and any other documents that might be announced in the Site. In particular, please take note that all of the transactions of Digital Currencies and other Digital Goods on or off the Site may be subject to fees levied by ExMarkets from time to time. In the event of any inconsistency between these Terms of Service and any other pages or policies on the Site, these Terms of Service shall be considered correct.
- 3.2. By creating an account on the Site or by using any of the Services or any associated websites, APIs, or mobile applications[a], you acknowledge that you have read, understood, and completely agree to these Terms of Service in effect. If you disagree with these Terms of Service or with any subsequent amendments, changes, or updates, you may not use any of the Services; your only recourse in the case of disagreement is to stop using all of the Services.

3.3. Some of the Services may not work properly from time to time. ExMarkets may not be held responsible regarding any damages you may have because of any failures of the Site or Services.

3.4. These Terms of Service may be amended, changed, or updated by ExMarkets at any time and without prior notice to you. You should check back regularly and confirm that your copy and understanding of these Terms of Service is current and correct. Your non-termination or continued use of any Services after the effective date of any amendments, changes, or updates constitutes your acceptance of these Terms of Service, as modified by such amendments, changes, or updates.

3.5. The use of the Site and any Services is void where prohibited by applicable law whether local or international.

4. GENERAL USE

4.1. Basic Services - ExMarkets's currency trading platform will allow ExMarkets's clients to safely buy and sell digital assets such as Digital Currencies and Digital Tokens. You will be able to deposit and withdraw funds to and from your account using Crypto Currencies. The risk of loss in trading or holding Digital Currency can be substantial. You should therefore carefully consider whether trading or holding Digital Currency is suitable for you considering your financial condition.

5. CREATING YOUR ACCOUNT

5.1. In order to use any of the Services, you must first register by doing the following actions:

5.1.1. Click on the Sign up icon and enter your email address then click REGISTER AN ACCOUNT icon;

5.1.2. You will receive a confirmation email with your log in password which changes every time you log in.

5.2. ExMarkets may, in its sole discretion, refuse to allow you to establish an account, or limit the number of accounts that a single user may establish and maintain at any time.

6. DEPOSITING YOUR FUNDS

6.1. After you create your personal account, you will need to fund it by doing the following steps:

6.1.1. Click 'Balances, Withdrawals & Deposits' under your current balance.

6.1.2. After you have deposited your funds into your ExMarkets account, you will be able to begin trading in Crypto Currencies.

6.2. Services are available only in connection with those Digital Currencies that ExMarkets, in its sole discretion, decides to support. The Digital Currencies that ExMarkets supports may change from time to time. ExMarkets may delist a Digital Currency at any time in its sole discretion based on a number of factors, one of which may include changes in a given Digital Currency's characteristics after ExMarkets has listed the Digital Currency. Under no circumstances should you attempt to use Services to store, send, request, or receive Digital Currencies in any form that are not supported by ExMarkets. ExMarkets assumes no responsibility or liability in connection with any attempt to use Services for Digital Currencies that ExMarkets does not support.

7. TRADING ACTIVITIES

7.1. Select the Digital Currency you want to trade in. You can choose it on the left-hand sidebar.

7.2. Place your offer to buy Digital Currency in the "Buy/Sell" section.

7.3. As soon as your order is matched against another order, your order will be fulfilled.

8. WITHDRAWALS

8.1. Click "Balances, Withdrawals & Deposits" on your main account menu.

9. LIMITED LICENSE TO USE THE SITE

9.1. If you agree and follow these Terms of Service, ExMarkets grants you the limited right to use the Site and the Services. The right to use the Site and the Services is a personal, restricted, non-exclusive, non-transferable, revocable, limited license, and it is subject to the limitations and obligations in these Terms of Service. Nothing in these Terms of Service gives you any license (other than as set out in this paragraph), right, title, or ownership of, in, or to the Site or any of the Services. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the content, in whole or in part.

10. THE SITE AND SERVICES ACCURACY

10.1. Although ExMarkets intends to provide accurate and timely information on the Site and while providing Services, the Site (including, without limitation, Services) may not always be entirely accurate, complete or up to date and may also include technical inaccuracies or typographical errors and inconsistencies. In order to keep to providing you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding ExMarkets's policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Site are your sole responsibility and ExMarkets shall take no liability for such decisions. Links to third-party materials (including without limitation to websites) may be provided as a convenience but are not controlled by ExMarkets. You acknowledge and agree that ExMarkets is not responsible for any part of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Site.

11. RISKS AND LIMITATION OF LIABILITY

11.1. Trading and Digital Currencies markets are volatile and shift quickly in terms of liquidity, market depth, and trading dynamics. You are solely responsible and liable:

11.1.1. for any and all trading and non-trading activity on the Site and for your account on the Site;

11.1.2. for knowing the true status of any position with any other party on the Site, even if presented incorrectly by the Site at any time.

11.2. You understand and agree:

11.2.1. to be fully responsible and liable for your trading and non-trading actions and inactions on the Site and all gains and losses sustained from your use of the Site and any of the Services;

11.2.2. to be responsible for any negative balance in your account(s) on the Site;

11.2.3. to be fully responsible for safeguarding access to, and any information provided through, the Site and any of the Services, including, but not limited to, private keys, usernames, passwords. Any loss or compromise of the information and/or your personal information may result in unauthorized access to your ExMarkets account by third-parties and the loss or theft of any Digital Currency and/or funds held in your ExMarkets account. You are accountable for keeping your email address and telephone number current in your account profile in order to receive any announcements or alerts that ExMarkets may send you. ExMarkets assumes no accountability for any loss that you might bear due to compromise of account login credentials and/or failure to follow or act on any announcements or alerts that ExMarkets may send to you. In the event you believe your ExMarkets account information has been compromised, contact ExMarkets's Support immediately at support@exmarkets.com.

11.3. There is no assurance against losses on the Site. ExMarkets cannot assure the stop of losses even with the ability to force-liquidate any of your positions (due to, for instance, market volatility and liquidity). ExMarkets will not be and is not accountable for any other party on the Site.

12. AGENCY

12.1. ExMarkets does not act as principal, counterparty, or market-maker in the transactions effected through trading on ExMarkets. However, you hereby grant ExMarkets agency, and you allow and instruct ExMarkets: to implement, charge, monitor, and maintain a right to keep possession on all

Digital Currencies in your name or control on the Site; and, to liquidate any Digital Currencies in your name or control on the Site if essential to ensure that any Services you have obtained on the Site are paid for in full.

13. ABANDONED PROPERTY

13.1. Where you have not logged into your account on the Site for an continuous period of two years, ExMarkets afterward reserves the right to deem any and all Digital Currencies that you hold on the Site, to be abandoned, with or without any notice to you. If your possessions are abandoned, it will be dealt with in one of two ways. First, if you are an unverified customer, it will be immediately forfeited to and held by ExMarkets. Second, if you are a verified customer, we will engage in a procedure to determine the abandoned possessions' owner (including successors-in-interest and next-of-kin). This process will be subject to servicing and administration fees to be imposed on and collected out of the property by ExMarkets. Any amounts greater than our servicing and administration fees will be paid to the possessions' owner, when and if found.

14. NO CLASS PROCEEDINGS

14.1. You and ExMarkets agree that any party hereto may bring claims against the others only on an individual basis and not as an accuser 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 one ExMarkets user cannot and may not affect any other ExMarkets users.

15. PROHIBITED USES

15.1. You cannot:

15.2. use the Site or any Services to disguise the profits of, or to further, any breach of pertinent laws or regulations, or to deal in any contraband Digital, funds, or proceeds;

15.3. trade or use any Services, with anything other than funds, keys, or Digital currency that has been legally obtained by you and that belong to you;

15.4. use the Site or any Services to interfere with or subvert the rights or obligations of ExMarkets or the rights or obligations of any other Site customer or any other third party;

15.5. trade using imprecise information presented by the Site or by ExMarkets or take advantage of any technical glitch, malfunction, failure, delay, default, or security breach;

15.6. use the Site or any Services to engage in behavior that is harmful to ExMarkets or to any other Site customer or any other third party;

15.7. provide incorrect account registration details to ExMarkets;

15.8. falsify or omit any information or provide deceptive, ambiguous or misleading information requested by ExMarkets, including at registration;

15.9. reverse-engineer, decompile, or disassemble any software running on the Site;

15.10. attempt to harm ExMarkets or any third party through your access to the Site or any Services, except that nothing in this subparagraph shall be construed as limiting your free speech rights under applicable law;

15.11. distribute unsolicited or unauthorized advertising or promotional material, any junk mail, spam, or chain letters;

15.12. use a web crawler or similar technique to access ExMarkets's Services or to extract information;

15.13. take any action that imposes an unreasonable or disproportionately large load on ExMarkets's infrastructure, or adversely interfere with, intercept, or expropriate any system, data, or information;

15.14. transmit or upload any material to the Site that contains viruses, Trojan horses, worms, or any other harmful programs;

15.15. otherwise attempt to gain unauthorized access to the Site, other ExMarkets's Accounts, computer systems or networks connected to the Site, through password mining or any other resources; or

15.16. transfer any rights granted to you under these Terms; or,
15.17. violate these Terms of Service.

15.18. Any use as described in this paragraph shall constitute as "Prohibited Use". If ExMarkets determines that you have engaged in any Prohibited Use, ExMarkets may address such Prohibited Use through an appropriate sanction, in its sole and absolute discretion. Such sanction may include, but is not limited to, making a report to law enforcement or other authorities; confiscation of any Digital Currencies that you have on the Site; and, terminating your access to any Services. ExMarkets might, at its sole and absolute discretion, seize and hand over your property to law enforcement or other authorities where circumstances warrant.

16. INTELLECTUAL PROPERTY

16.1. ExMarkets and the ExMarkets logos, the URLs representing the Site, trade names, word marks, and design marks (the "ExMarkets Marks") are trademarks of Chain Framework Ltd., B.V.I. In addition, all page headings, custom graphics, designs, button icons, scripts, source code, content are copyrighted by ExMarkets. You agree not to appropriate, copy, display, or use the ExMarkets Marks or other content without express, prior, written consent to do so. Unless otherwise indicated, all materials on ExMarkets are © ExMarkets.

16.2. You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information or commentary you provide on Site or one of ExMarkets's social media accounts, concerning ExMarkets or the Services (collectively, "Feedback") that are provided by you, whether by email, posting to the Site or otherwise, are non-confidential and will become the sole property of ExMarkets. ExMarkets will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and distribution of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

17. YOUR REPRESENTATIONS & WARRANTIES

17.1. You represent and warrant to ExMarkets as follows:

17.1.1. that, if you are an individual customer, you are 18 years of age or older and that you have the capacity to contract under applicable local and international law;

17.1.2. that, if you are not an individual customer, you have the necessary power and authority to sign and enter into binding agreements for and on behalf of the customer;

17.1.3. that you understand the risks associated with using the Site and Services and you are not otherwise prohibited by law from using the Site and Services;

17.1.4 that you will not use the Site or any Services to mask the proceeds of, or to further, any breach of appropriate laws or regulations, or to deal in any contraband Digital Currencies or proceeds;

17.1.5. that you will not trade on the Site or use any Services with anything other than Digital Currencies that have been legally obtained by you and that belong to you;

17.1.6. that you will not falsify any account registration details provided to ExMarkets;

17.1.7. that you will not falsify or materially omit any information or provide misleading information requested by ExMarkets during, directly or indirectly relating to, or arising from your activities on the Site or use of any Services, including at registration;

17.1.8. that any trading or other instructions received or undertaken through your login credentials or from your authorized e-mail address on file with ExMarkets are believed to be valid, binding, and conclusive, and that ExMarkets might act upon those instructions without any liability or accountability attaching to it; and,

17.1.9. that you will fairly and promptly report all income associated with your activity on the Site pursuant to applicable law and pay any and all taxes eligible thereon;

17.1.10. that you understand that Digital Currencies are often described in exceedingly technical language that requires a complete understanding of applied cryptography and computer science in order to appreciate inherent risks. Listing of a Digital Currency on ExMarkets's Site does not indicate

approval or disapproval of the underlying technology regarding any Digital Currency and should not be used as a substitute for your own understanding of the risks specific to each Digital Currency. ExMarkets gives you no warranty as to the suitability of the Digital Currencies traded under these Terms of Service and assumes no fiduciary duty in ExMarkets's relations with you.

17.1.11. You agree that ExMarkets is not responsible for determining whether or which laws may apply to your transactions, including tax law. You are solely responsible for reporting and paying any taxes arising from your use of the Services.

18. NO REPRESENTATIONS & WARRANTIES BY EXMARKETS

18.1. ExMarkets makes no representations, warranties, or guarantees to you of any kind. The Site and the Services are offered strictly on an as-is, where-is basis and, without limiting the generality of the foregoing, are offered without any representation as to merchantability or fitness for any particular purpose. ExMarkets does not represent or warrant that the Services and information contained therein are accurate, complete, reliable, current or error-free. ExMarkets will make reasonable efforts to ensure that transactions on the platform are processed in timely fashion but makes no representations or warranties with respect to the amount of time needed to process such transactions. Because Digital Currencies transfers on and off the platform are dependent upon many factors outside of ExMarkets's control including denial or service attacks and the liquidity of the Digital Currencies traded on our platform, among other factors, ExMarkets makes no representations or warranties regarding the success of, or the amount of time needed for, Digital Currencies transactions. You also acknowledge that any information that you store or transfer using the Services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, third party protocol changes, internet outages, third party denial or Service attacks, acts of God or unscheduled maintenance. You are encouraged to back up and safeguard your information, including login credentials, at all times.

19. NO ADVICE

19.1. ExMarkets does not provide any investment advice or merits of any transaction or their tax consequences, trading methods, models, algorithms, or any other arrangements. Any information provided on the Site or received when you are using any of the Services is only for informational purposes and you are solely responsible for any decision you make based on that information.

20. LIMITATION OF LIABILITY & RELEASE

20.1. Important: ExMarkets assumes no liability or accountability for and shall have no liability or accountability for any claim, application, loss, injury, delay, accident, cost, business interruption costs, or any other expenses (including, without limitation, attorneys' fees or the costs of any claim or suit), nor for any secondary, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or any and all other commercial losses (collectively, referred to herein as "Losses") directly or indirectly arising out of or related to:

20.1.1. these Terms of Service;

20.1.2. the Site, and your usage of it;

20.1.3. the Services, and your usage of any of them;

20.1.4. the real or perceived value of Digital Currencies traded on the Site, or the price of any Digital Currency displayed on the Site at any time;

20.1.5. any imprecise, misleading, or incomplete statement by ExMarkets or on the Site regarding your account, whether caused by ExMarkets's negligence or otherwise;

20.1.6. any failure, delay, malfunction, disruption, or decision (including any decision by ExMarkets to vary or interfere with your rights) by ExMarkets in operating the Site or providing any Service;

20.1.7. any stolen, lost, or unauthorized use of your account information any breach of security or data breach related to your account information, or any criminal or other third-party act affecting

ExMarkets or any Associate; or,

20.1.8. any offer, representation, suggestion, statement, or claim made about ExMarkets, the Site, or any Service by any Associate.

20.2. You hereby agree to release the Associates from liability for any and all Losses, and you shall indemnify and save and hold the Associates harmless from and against all Losses. The foregoing limitations of liability shall apply whether the alleged liability or Losses are based on contract, negligence, tort, unjust enrichment, strict liability, or any other basis, even if the Associates have been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of any other remedies.

21. NO WAIVER

21.1. Any failure by ExMarkets to exercise any of its respective rights, powers, or remedies under these Terms of Service, or any delay by ExMarkets in doing so, does not constitute a waiver of any such right, power, or remedy. The single or partial exercise of any right, power, or remedy by ExMarkets does not prevent either from exercising any other rights, powers, or remedies.

22. FORCE MAJEURE

22.1. In addition to applicable disclaimers stated above, ExMarkets is not responsible for damages caused by delay or failure to perform undertakings under these Terms of Service when the delay or failure is due to fires; strikes; floods; power outages or failures; acts of God or the state's enemies; lawful acts of public authorities; any and all market movements, shifts, or volatility; computer, server, or Internet malfunctions; security breaches or cyber attacks; criminal acts; delays or defaults caused by common carriers; acts or omissions of third parties; or, any other delays, defaults, failures or interruptions that cannot reasonably be foreseen or provided against. In the event of force majeure, ExMarkets is excused from any and all performance obligations and these Terms of Service.

23. ASSIGNMENT

23.1. These Terms of Service, and any of the rights, duties, and obligations contained herein, are not transferable by you without prior written consent of ExMarkets. These Terms of Service, and any of the rights, duties, and obligations contained herein, are freely assignable by ExMarkets without notice or your consent. Any attempt by you to assign these Terms of Service without written consent is void.

24. SEVERABILITY

24.1. If any provision of these Terms of Service, as edited from time to time, is determined to be invalid, void, or unenforceable, in whole or in part, by any court of competent jurisdiction, such invalidity, validness, or unenforceability attaches only to such provision and everything else in these Terms of Service continues in full force and effect.

25. SURVIVAL

25.1. All provisions of these Terms of Service which by their nature extend beyond the expiration or termination of these Terms of Service, including, without limitation, sections relating to suspension or termination, ExMarkets's account cancellation, debts owed to ExMarkets, general use of the Site, disputes with ExMarkets, and general provisions, shall survive the termination or expiration of these Terms of Service.

[Privacy Policy](#)

[Risk Disclosure](#)

[Terms of Service](#)

[Anti-Spam Policy](#)

[Coin Acceptance Policy](#)

INFORMATION

[Launchpad](#)

[News](#)

[System Status](#)

[Listed Token Descriptions](#)

[Trade API Documentation](#)

[Liquidity Framework Aggregator](#)

SUPPORT

If you experience any problems with your account, please do not hesitate and [submit a ticket](#).



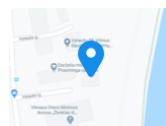
UTC+08:00 Beijing, Hong Kong, Urumqi

WHERE TO FIND US

Lithuania 



A. Goštauto st. 8
347-348
01108 Vilnius



Vytauto av. 23
3rd floor
44352 Kaunas

Chain Framework Ltd., the provider of this website, is registered by the Government of British Virgin Islands.

Copyright © 2020 Chain Framework Ltd., B.V.I.

ExMarkets is a proud member of the Coinstruction Crypto Ecosystem

