

TERMS OF USE

AE is a Trading System for the cryptocurrency derivatives market.

This Agreement and any other additions, applications, conditions, or documents expressly incorporated into this document constitute the entire Agreement between the parties. This Agreement governs the use of the Trading System.

By accessing, viewing, downloading information from the Trading System, you acknowledge that you have read, considered, and understood our Risk Disclosure Statement and that you understand and agree to follow the terms of this Agreement unconditionally.

AE may amend the Agreement at any time without prior notice. You agree to continue to be bound by any such modified terms of the Agreement and that AE is under no obligation to notify you of such changes. You acknowledge that it is your responsibility to check this Agreement for changes periodically. Use of the Trading System indicates your acceptance of any such changes.

Trading system and copyright for graphics, images, software, and other materials belong to AE, including other intellectual property rights.

You under no circumstances acquire any rights to the Trading System (except for the rights to use the Trading System following this Agreement) and do not have the right to impersonate yourself as the owner of such rights to the Trading System.

You are not permitted to access or use the Trading System if you are located, registered or otherwise legally presented in the following countries, or if you are a citizen or permanent resident of the following countries: United States of America, Ontario in Canada, Quebec in Canada, Special the administrative region of the PRC Hong Kong, the Republic of Seychelles, Bermuda, Northern Cyprus, Cuba, Crimea and Sevastopol, Iran, Syria, North Korea or Sudan; any states, countries or other jurisdictions subject to the embargo of the United States of America; jurisdiction in the territory of which it is illegal under the Applicable Law to exercise by you (because of your citizenship, place of permanent residence, residence or for other reasons) access or use of the Trading System; or countries in which the placement or availability of the Trading System is prohibited or contrary to local law, or may require compliance with local registration or licensing



requirements (hereinafter collectively referred to as "Prohibited Jurisdictions"). At its sole discretion, AE may exercise control over the restriction of access to the Trading System in any of the Prohibited Jurisdictions. Suppose AE determines that you are accessing the Trading System from any Prohibited Jurisdiction or has made false statements regarding your place of residence or citizenship. In that case, AE reserves the right to immediately close any of your accounts and liquidate any open positions.

Definitions

In this Agreement:

"Applicable Law" means civil and general (case-law) law, laws, regulations, conventions, ordinances, directives, decisions, local government ordinances, decrees, circulars, codes, orders, notices, requirements, decrees, injunctions, resolutions, the rules, and court decisions of any governmental, quasi-governmental, legislative, administrative or regulatory body, court, agency or association that you or AE must comply with receiving or providing the Services.

"Trading Platform" means the AE trading terminal to receive data and perform trading operations in the Trading System, as well as other means of information related to this trading terminal.

"AE" means the Alternative Exchange Trading System.

"Intellectual Property Rights" means any registered or unregistered industrial design rights, patents, copyrights, database rights, data protection rights, trademarks, service marks, logos, trade names, domain name rights, rights to undisclosed or confidential information (such as know-how, trade secrets and inventions (regardless of whether they are patentable)), moral rights and any other similar intellectual or industrial property rights (registered or not) and applications for registration of these rights throughout the world.

"Client" - any registered user of the Trading System



1. Conditions of access

1.1 When accessing the Trading Platform, you must:

Not engage in operations generating income from prohibited or illegal activities (including related to darknet markets, money laundering, or terrorist financing), aimed at posting or distributing any prohibited or illegal materials or information, or otherwise violate or may violate Applicable Law;

Not attempt to undermine the security or integrity of AE's computing systems or networks.

Not use the Trading Platform in a way that may disrupt the functioning of the Trading Platform or impair the ability of any other client to use the Trading Platform;

Do not attempt to gain unauthorized access to the Trading Platform Hosting system or any other data or materials;

Not transfer or load into the Trading Platform files that may damage the computing devices or software of any other person; materials that may be offensive or materials or data in violation of any law (including data or other materials protected by copyright or trade secret right without authorization);

Do not attempt to modify, copy, adapt, reproduce, disassemble, decompile, or reverse engineer any part of computer programs of the Trading Platform;

Ensure the safety and confidentiality of all usernames and passwords required to access the Trading Platform;

Immediately notify AE of any unauthorized use of your password (s) or any other breach of security.

1.2 By accessing the Trading System or registering as a Client, you represent and warrant that:

You agree to and accept this Agreement;

You are at least 18 years of age, and you are legally entitled to be bound by this Agreement;



You are the legal owner (or duly authorized representative of the legal owner) of the funds you deposit into your account with AE, and these funds come from lawful sources;

your use of the Trading Platform is not a violation of Applicable Law;

You are aware of the risks associated with using the Trading Platform and have the necessary experience and knowledge to understand the risks. Trading Risks include but not limited to the high volatility of Bitcoin or any other cryptocurrencies, as well as the possibility of losing all your funds in your trading account if the market moves against you;

You should not be involved in and will not initiate market manipulation in any form, including false orders or other manipulations;

The information or documents you provide as part of any identity verification process are correct, authentic, and up-to-date;

Any address you provide for the withdrawal of cryptocurrency is your own, and you have complete control over this address;

You should not use the Trading Platform located, registered, or otherwise incorporated in any Prohibited Jurisdiction or be a citizen or permanent resident thereof.

AE reserves the right to immediately close any of your accounts and liquidate any open positions if you access the Trading Platform from any Prohibited Jurisdiction or make false statements regarding your location, place of registration or institution, citizenship or place of residence;

You have not violated Applicable Law; have not been fined, suspended, subject to economic sanctions, or otherwise punished for violating Applicable Law; have not received oral or written notice from any government agency of an actual or potential violation by you of Applicable Law, or have not received any other message that you are subject to sanctions, restrictions, penalties or enforcement or investigation under any Applicable Laws (including but not limited to anti-money laundering, anti-terrorist financing, corruption or economic sanctions);



- 1.3** You can open an initial account by providing your email address and full name.
- 1.4** AE reserves the right to verify your identity at any time to comply with Applicable Laws.
- 1.5** We may block operations for any of your accounts if we have suspicions or reason to believe that you are carrying out suspicious trading or other suspicious activity or violate any of the above guarantees or other provisions of this Agreement. It may result in the cancellation of the transactions you have initiated. We expressly exclude the reimbursement of any losses that you would incur since we closed your trading positions or restitution of profits that you would have received if you could trade on the Trading Platform. You agree to fully reimburse us any losses from actions of third parties due to your behavior or in case of necessity of forced closing of your positions. While your account is blocked, we will investigate and may require your cooperation. During the investigation phase, you will not be able to trade, make deposits or withdraw funds from your account. Upon completion of the investigation, we may, at our discretion, decide to close your account. We are not obliged to inform you of the reasons for such closure.
- 1.6** We reserve the right, at our discretion, to close your account at any time.
- 1.7** By using the Trading Platform, you agree that AE reserves the right to cancel any trades at any time, regardless of whether the transaction is profitable or loss-making.
- 1.8** You are solely responsible for providing us with correct information, including the withdrawal address. We have no responsibility for any cryptocurrency transactions you have applied for a refund due to the provision of incorrect or outdated data. It is your sole responsibility to ensure that requests made to AE are correctly formatted, legible, and expressed in the correct currency. AE excludes any liability for any transactions using incorrect data, including sending funds to incorrect cryptocurrency addresses.

2. Commissions

- 2.1** You acknowledge and agree on commissions charged for trading on the Trading Platform.



2.2 Detailed information on the commissions is presented in the Commission Plan.

2.3 AE may revise and update fees at any time at its sole discretion. Any such changes or additions to the commission rate will apply from the effective date to any transactions on the Trading Platform after the commission update in the Commission Plan document on the AE website.

3. Intellectual property rights

All Intellectual Property Rights related to the Trading System, materials used on the Trading Platform, design, structure, layouts, graphics, and source code belong to AE.

4. Representations and warranties

4.1 You represent and warrant that:

You are authorized to access and use the Trading Platform. All the jurisdiction you located, registered or otherwise incorporated, or be a citizen or permanent resident, allows you to use the Trading Platform;

If you trade using the Trading Platform on behalf of or for the benefit of any third party, you must be legally authorized to do so. The person or organization concerned will be responsible for your actions, including any violation of this Agreement.

You use the Trading Platform at your own risk. You agree that AE is not responsible for any damage or harm arising from your use of the Trading Platform.

5. Access to the Trading Platform

5.1 You acknowledge, agree, and understand that providing access to the Trading Platform does not constitute investment advice, marketing, promotion, or offering any product or investment provided to you or any third party. You are solely responsible for any loss, damage, or expense arising from your use of any data or information that AE may provide in connection with your use of the trading platform. You independently make an independent decision about accessing and using the Trading Platform.

5.2 Access to the Trading Platform may be interrupted from time to time due to the need for technical maintenance or other technical problems, such as network



and system overloads or other events beyond AE's control. AE will make reasonable efforts to avoid stopping the access to the Trading Platform but will not be liable for any losses caused by the unavailability of the Services or part of them at any time or for any period.

5.3 You acknowledge and agree that:

AE assumes no responsibility for your Internet connection's speed, quality, and stability while using the Trading Platform.

AE is not responsible for any losses caused by technical problems, system failures, incorrect operation, communication line failures, high Internet traffic costs, security breaches, or any similar technical problems or defects.

You are fully responsible for any costs associated with connecting to the Internet to use the Trading Platform;

You are solely responsible for your hardware used to access the Trading Platform and for the integrity and proper storage of any data stored on your hardware. You are responsible for taking appropriate actions to protect your hardware and data from viruses and malware.

AE is not liable in the event of failure, damage, or destruction of your hardware or damage or loss of any records or data stored on your hardware for any reason.

5.4 You must promptly notify AE in case of any malfunction of the Trading Platform or a trading error, or if you in any other way encounter any significant malfunction or other connection problem that will negatively affect your access to the Trading platform.

5.5 You acknowledge, agree, and understand that our Trading Platform may be unavailable if you travel to any Prohibited Jurisdiction. It may affect your ability to trade on the Trading Platform or control any existing orders, open positions, or otherwise use the Trading Platform. It would be best if you avoided any attempt to circumvent such restriction in any way, including using any VPN to change your Internet Protocol address.

6. Calculations



All calculations made by the AE Trading System are final.

7. Force majeure

Neither party is liable for any delay in meeting its obligations for any reason beyond its reasonable control, including natural disasters, riots, wars, malicious acts, fires, power outages, or acts or orders from government authorities.

8. Dispute Resolution

The terms and any non-contractual obligations arising out of or in connection with them shall be governed by and construed following international law, including disputes regarding the existence, validity, or termination of this Agreement.

