

# BTRADE

**EXCHANGE** 

# BTrade Terms and Conditions, User Agreement

Last Updated: October 18, 2023

# 1. Introduction and Acceptance

- 1.1. These Terms and Conditions Agreement constitute a legally binding contract between BTrade Company and the user Investor accessing our investment platform.
- 1.2. By registering an account, depositing funds, or using any services provided by BTrade, you acknowledge that you have read, understood, and agreed to be bound by all terms herein, including our Privacy Policy, Risk Disclosure, and AML/KYC Policy.
- 1.3. If you disagree with any provision of this Agreement, you must immediately cease all use of the Platform.

# 2. Definitions and Interpretation

- 2.1. "Account" means your personal BTrade member account.
- 2.2. "Platform" refers to BTrade's website, mobile applications, APIs, and related services.
- 2.3. "Investment Plan" means any investment product or strategy offered by BTrade.
- 2.4. "Digital Assets" refers to cryptocurrencies and other digital currencies supported by BTrade.
- 2.5. "Fiat Currency" means government-issued currencies (e.g., USD, EUR).
- 2.6. "Force Majeure Event" includes any event beyond our reasonable control.

# 3. Eligibility and Account Registration

- 3.1. To use BTrade, you must:
- a) Be at least 18 years old (or the legal age in your jurisdiction)
- b) Have full legal capacity to enter into this Agreement
- c) Not be a resident of any prohibited jurisdiction

- 3.2. Account Registration Requirements:
- a) Provide accurate and complete personal information
- b) Complete identity verification (KYC) when required
- c) Maintain only one account per individual
- 3.3. We reserve the right to:
- a) Reject any registration without explanation
- b) Require additional verification documents
- c) Restrict access from certain jurisdictions

#### 4. Risk Disclosure and Investment Disclaimer

## 4.1. Acknowledgement of Investment Risks

By using the BTrade platform, you expressly acknowledge and agree to the following inherent risks associated with investments:

- a) Risk of Partial or Total Loss
- All investments, including those offered through BTrade, carry the potential for partial or complete loss of capital.
- Market conditions, economic factors, and unforeseen events may negatively impact investment performance.
- There is no guarantee that you will recover your initial investment.
- b) Past Performance ≠ Future Results
- Historical returns, case studies, or examples of past performance are provided for informational purposes only.
- Positive past performance does not indicate similar future results.
- Investments are subject to market risks, and performance may deviate significantly from historical trends.

## c) Volatility of Digital Assets

- Cryptocurrencies and other digital assets are highly volatile and can experience extreme price fluctuations within short periods.
- Factors influencing volatility include:
  - Regulatory changes
  - Market speculation
  - Technological developments
  - Global economic conditions
- You may experience sudden and significant losses due to market instability.
- d) No Investment Advice or Guarantees
- BTrade does not provide financial, legal, or tax advice.
- All investment decisions are made solely by you at your own discretion.
- BTrade makes no guarantees, warranties, or assurances regarding profitability, returns, or success of any investment strategy.

## 4.2. Limitation of Liability

BTrade, its affiliates, employees, and partners shall not be held liable for any of the following:

- a) Market Losses or Unfavorable Trading Conditions
- Investments are subject to market risks, including but not limited to:
  - Price fluctuations
  - Liquidity shortages
  - Economic recessions
  - Geopolitical events
- BTrade does not compensate for losses incurred due to adverse market movements.

- b) Technical Issues Affecting Performance
- The Platform may experience:
  - Server downtimes
  - Software glitches
  - Connectivity failures
  - Cybersecurity breaches
- Such disruptions may delay or prevent trade executions, resulting in financial losses.
- BTrade does not guarantee uninterrupted service and is not liable for losses caused by technical failures.
- c) Changes in Regulatory Environment
- Cryptocurrency and investment regulations vary by jurisdiction and may change unexpectedly.
- New laws, taxes, or government actions could:
  - Restrict access to funds
  - Impose additional compliance requirements
  - Render certain investments illegal
- BTrade will not compensate users for losses due to regulatory changes.
- d) User Errors in Transactions
- You are solely responsible for:
  - Entering correct wallet addresses
  - Selecting appropriate investment plans
- Verifying transaction details before confirmation
- BTrade does not reverse transactions or refund losses caused by user mistakes.

#### 4.3. User Representations and Warranties

By investing through BTrade, you represent and warrant that:

- a) You Understand the Risks Involved
- You have read and comprehended this Risk Disclosure section in full.
- You are aware that investing carries substantial risk and may result in financial loss.
- b) You Are Investing Only Risk Capital
- The funds you allocate to investments are disposable income that you can afford to lose.
- You are not investing:
  - Borrowed money
  - Emergency savings
  - Funds required for essential living expenses
- c) You Have Sought Independent Financial Advice (If Needed)
- If you lack experience in trading or investing, you have consulted a licensed financial advisor before proceeding.
- You acknowledge that BTrade does not provide personalized investment recommendations.

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#### 4.4. Additional Risk Considerations

- Liquidity Risk: Some investments may have lock-up periods, preventing withdrawals until maturity.

- Third-Party Risks: BTrade may use external custodians or liquidity providers; their failure could impact your holdings.
- Tax Implications: You are solely responsible for reporting and paying taxes on investment gains.

By proceeding, you confirm that you fully understand these risks and accept sole responsibility for your investment decisions.

## 5. Account Security and Responsibilities

#### 5.1. User Security Obligations

As a BTrade user, you are required to take the following security measures to protect your account and assets:

- a) Maintain Confidentiality of Login Credentials
- You must never share your account username, password, or recovery phrases with anyone, including BTrade support staff.
- BTrade representatives will never ask for your password via email, phone, or chat.
- If you suspect your credentials have been exposed, immediately change your password and enable 2FA (if not already active).
- b) Enable Two-Factor Authentication (2FA)
- Mandatory Requirement: You must activate 2FA for all account logins and withdrawals.
- Supported Methods:
  - Google Authenticator (Recommended)
  - SMS Authentication (Less secure, not recommended for large accounts)
  - Hardware Security Keys (YubiKey, etc.)

- Disabling 2FA requires manual verification via customer support to prevent unauthorized removal.
- c) Immediately Report Unauthorized Access
- If you notice any suspicious activity, including:
  - Unrecognized login attempts
  - Unexpected withdrawals
- Changes to account settings without your consent
- You must:
- 1. Freeze your account via the security dashboard.
- 2. Contact BTrade Support immediately at [security@btrade.com].
- 3. File a report with local authorities if theft is suspected.
- d) Use Strong Passwords and Secure Devices
- Password Requirements:
  - Minimum 12 characters
  - Must include uppercase, lowercase, numbers, and symbols
  - Must not be reused from other platforms
- Device Security:
  - Install antivirus and anti-malware software.
  - Keep your operating system and apps updated.
  - Avoid logging in from public or shared computers.
  - Use a VPN when accessing BTrade on unsecured networks.

To safeguard user accounts, BTrade implements the following protections:

- a) Encryption Protocols
- Data in Transit: All communications use TLS 1.3 encryption (HTTPS).
- Data at Rest: Sensitive information is stored using AES-256 encryption.
- Cold Storage: 95% of digital assets are held in offline, multi-signature wallets.
- b) Regular Security Audits
- Penetration Testing: Conducted quarterly by third-party cybersecurity firms.
- Code Audits: Smart contracts and trading algorithms are reviewed for vulnerabilities.
- Compliance Checks: Regular assessments against ISO 27001, SOC 2, and GDPR standards.
- c) Suspicious Activity Monitoring
- AI-Driven Fraud Detection:
  - Unusual login locations trigger account verification.
  - Large withdrawals require manual approval.
- Multiple failed login attempts result in temporary lockout.
- Withdrawal Whitelisting: Users can restrict withdrawals to pre-approved wallet addresses.

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- 5.3. User Responsibilities & Liability
- a) All Activities Under Your Account

- You are fully responsible for:
  - Trades executed from your account.
  - Withdrawal requests (even if unauthorized due to credential theft).
  - Any tax liabilities from transactions.
- Shared Account Policy: If multiple people access your account (e.g., family, employees), you remain liable for their actions.
- b) Maintaining Device Security
- Malware Risks: If your device is infected, attackers may:
  - Steal passwords via keyloggers.
  - Redirect withdrawals to their wallets.
  - Disable 2FA prompts.
- Required Protections:
  - Biometric Locks (fingerprint/Face ID) for mobile apps.
  - Firewall protection for desktop access.
  - Dedicated devices for trading (avoid using personal phones/computers).
- c) Losses Due to Compromised Credentials
- BTrade is not liable if:
  - You reuse passwords across sites.
  - You disable 2FA against recommendations.
  - You fall victim to phishing scams.
- No Reimbursement Policy:
- Hacks resulting from user negligence are not eligible for refunds.
- Claims must be filed within 7 days of the incident.

## 5.4. Best Practices for Enhanced Security

Security Measure   Action Required
Password Manager   Use (e.g., Bitwarden, 1Password)
Hardware Wallet   Store large crypto holdings offline
Whitelisting   Restrict withdrawals to known addresses
Session Timeout   Auto-logout after 15 minutes of inactivity
Email Alerts   Enable notifications for logins & withdrawals

By using BTrade, you accept full responsibility for securing your account. Failure to follow these guidelines may result in irreversible financial losses.

#### **Investment Products and Plans**

At our firm, we offer a diverse range of investment products tailored to meet the varying financial goals and risk appetites of our clients. Below is a detailed breakdown of the available investment options, their specific terms, and our policies regarding modifications.

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## 6.1. Available Investment Options

## a) Fixed-Term Investment Plans

These are structured investment products with a predetermined maturity period. They offer stable and predictable returns, making them ideal for conservative investors or those with specific financial timelines.

- Features:
  - Defined investment tenure (e.g., 6 months, 1 year, 5 years)
  - Lower risk compared to market-linked products
- Best For: Investors seeking capital preservation and steady income.

#### b) Flexible Yield Accounts

These accounts allow investors to earn returns while maintaining liquidity. Unlike fixed-term plans, they do not have strict lock-in periods, though higher yields may require longer commitments.

- Features:
- Variable interest rates based on market conditions
- Partial or full withdrawals permitted (subject to conditions)
- Compounding interest options
- Best For: Investors who want a balance between returns and accessibility.

## c) Algorithmic Trading Portfolios

These are automated investment strategies that use advanced algorithms to trade across various asset classes (stocks, forex, commodities, etc.) for optimized returns.

- Features:
  - AI-driven trading strategies for high efficiency
  - Real-time market analysis and execution
- Risk management protocols to minimize losses
- Best For: Investors comfortable with market volatility and seeking potentially higher returns.

#### d) Customized Investment Strategies

Tailored investment solutions designed in collaboration with financial advisors to align with individual risk tolerance, financial goals, and ethical preferences (e.g., ESG investing).

- Features:
  - Personalized asset allocation (stocks, bonds, real estate, alternatives)
  - Dynamic rebalancing based on performance
  - Direct consultation with investment experts
- Best For: High-net-worth individuals (HNWIs) or institutions with specific investment needs.

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#### 6.2. Plan Specifics

Each investment plan comes with its own terms and conditions, which are disclosed before commitment. Key aspects include:

- a) Unique Terms for Each Plan
- i) Lock-Up Periods
- Fixed-term plans: Mandatory holding period (early exit incurs penalties).
- Flexible accounts: No strict lock-up, but frequent withdrawals may reduce yields.
- Algorithmic portfolios: Some strategies may require minimum commitment periods (e.g., 3–12 months).
- Custom strategies: Lock-ups vary based on asset liquidity.
- ii) Profit Distribution Schedules

- Monthly/Quarterly Payouts: Common in fixed-term and flexible accounts.
- Reinvestment Options: Profits can be compounded in algorithmic and customized portfolios.
- Performance-Based Payouts: Some high-risk strategies distribute profits only upon meeting benchmarks.

#### iii) Early Withdrawal Penalties

- Fixed-term plans: Significant penalties (e.g., forfeiture of interest or principal loss).
- Flexible accounts: Minimal fees, but may affect accrued interest.
- Algorithmic/custom strategies: Exit fees depend on market conditions and strategy complexity.
- b) Transparency Before Commitment
- All terms, including fees, risks, and expected returns, are provided in a disclosure document.
- Investors must acknowledge understanding before proceeding.

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## 6.3. Our Rights and Modifications

To ensure optimal performance and regulatory compliance, we reserve the right to:

- a) Modify or Discontinue Any Investment Plan
- Market conditions, regulatory changes, or performance issues may lead to adjustments.
- Existing investors will be grandfathered into old terms or offered alternatives.

## b) Adjust Profit Calculation Methods

- Changes may include shifting from fixed to floating rates or altering compounding frequencies.
- Advance notice will be provided before implementation.
c) Change Terms with 30 Days' Notice
- Investors will be notified via email or platform announcements.
- Continued participation implies acceptance of new terms unless the investor exits (subject to withdrawal rules).
Conclusion
Our investment products are designed to cater to a wide range of financial objectives, from secure fixed-income options to high-growth algorithmic strategies. We prioritize transparency and flexibility while retaining the right to adapt to changing financial landscapes.
Before investing, carefully review all terms and consult a financial advisor if needed.
7. Deposits and Withdrawals
7.1. Deposit Procedures
a) Accepted Deposit Methods
BTrade accepts deposits via the following payment channels:
Method   Processing Time   Minimum Deposit   Notes

Cryptocurrency   1-6 confirmations   \$30 USDT (or equivalent)   BTC, ETH, USDT USDC supported
b) Minimum Deposit Requirements
- Crypto deposits: \$30 USDT(or equivalent in other coins)
- Deposits below the minimum may be rejected or held until the threshold is met.
c) Verification for Large Deposits
- Deposits exceeding \$10,000 (or equivalent) require:
- Enhanced KYC verification (source of funds declaration).
- Manual approval (may take up to 24 hours).
- Suspicious deposits may be held for compliance review.
7.2. Withdrawal Policies
a) Processing Time
Withdrawal Method   Processing Time
Crypto Withdrawal   1-24 hours (subject to blockchain congestion)
- Weekends/holidays may delay processing.
- First-time withdrawals require additional verification.
b) Security Reviews
All withdrawals undergo:
- Automated fraud screening (checks for unusual activity).

- Withdrawal exceeds \$10,000. - Account shows suspicious behavior. c) Withdrawal Limits | Tier | Daily Limit | Monthly Limit | | Basic (Unverified) | \$10 | - Higher limits available for institutional clients (contact support). 7.3. Fees a) Deposit Fees | Method | Fee | | Crypto Deposit | Platform Fee + Network Fee | b) Withdrawal Fees | Method | Fee | | Crypto Withdrawal | Network fee + 10 % | c) Inactivity Fees - Accounts dormant for 6 months incur: - \$10/month maintenance fee (deducted from balance). - Account deactivation after 24 months of inactivity.

## 8. Fees, Charges, and Taxes

- Manual review if:

## a) User Obligations

You are solely responsible for:

- Reporting investment income to tax authorities.
- Paying capital gains tax (where applicable).
- Maintaining transaction records for audits.

#### b) BTrade's Role

- Annual tax statements (Form 1099 for U.S. users).
- Transaction history exports (CSV/PDF available in dashboard).
- No tax withholding (users must self-assess liabilities).

#### 9. Prohibited Conduct

#### 9.1. Restricted Activities

- a) Illegal Activities
- Money laundering (structuring deposits to evade reporting).
- Terrorist financing (funding sanctioned entities).
- Fraud (chargebacks, stolen payment methods).
- b) Market Manipulation
- Wash trading (fake volume creation).
- Spoofing (fake orders to influence prices).
- Pump-and-dump schemes.
- c) System Exploitation
- API abuse (automated scraping, DDoS attacks).

- Exploiting bugs for unfair gains. d) Multiple Accounts - One account per user (except with written approval). - Linked accounts (same IP/device) may be frozen. 9.2. Consequences of Violations - First offense: Account freeze (7-day investigation). - Second offense: Permanent ban + funds seizure. - Legal action for severe violations (e.g., fraud). By using BTrade, you agree to comply with these policies. Violations may result in financial penalties or account termination. 10. Intellectual Property Rights Intellectual Property (IP) is a critical aspect of our platform, protecting our innovations, branding, and proprietary content. This section outlines the ownership, permitted uses, and restrictions associated with our intellectual property. 10.1. Ownership of Intellectual Property a) All Platform Content is Our Exclusive Property - Definition of "Platform Content":

- Software, algorithms, and source code

- Website design, layout, and user interface

- Investment models, strategies, and analytical tools
- Articles, reports, whitepapers, and educational materials
- Graphics, videos, and multimedia content
- Legal Protection:
- Protected under copyright, patent, and trade secret laws (where applicable).
- Unauthorized reproduction, distribution, or derivative works are prohibited.
- b) Trademarks and Logos are Protected
- Registered and Unregistered Marks:
  - Business names, logos, slogans, and service marks are our property.
  - Use without explicit written permission is a violation.
- Permissible Use:
- Third parties (e.g., affiliates, media) may request authorization for fair use.
- Any approved usage must comply with brand guidelines.
- c) No License is Granted for Commercial Use
- Personal vs. Commercial Use:
  - Users may access content for personal, non-commercial purposes only.
  - Reselling, redistributing, or monetizing our IP is strictly prohibited.
- Exceptions:
- Written agreements (e.g., partnerships, API licenses) may grant limited commercial rights.

#### 10.2. Restrictions on Use

- a) No Copying, Modifying, or Reverse Engineering
- Prohibited Actions Include:
  - Downloading, duplicating, or rehosting platform content.
  - Altering, decompiling, or reverse-engineering our software.
  - Creating derivative works without authorization.
- Legal Consequences:
- Violations may result in account termination and legal action under the Digital Millennium Copyright Act (DMCA) or equivalent laws.
- b) No Unauthorized Data Scraping or Automated Access
- Restrictions on Data Extraction:
- Web scraping, crawling, or automated data collection is banned unless explicitly permitted.
  - APIs are available for approved partners (subject to terms).
- Penalties for Violations:
  - Immediate suspension of access.
  - Potential lawsuits for damages caused by unauthorized data harvesting.
- c) No Removing or Altering Copyright Notices
- Required Attribution:
- All copyright, trademark, and proprietary notices must remain intact.
- Users may not claim ownership or misrepresent the source of content.
- Enforcement:
  - We employ digital watermarking and tracking to detect unauthorized use.

#### Conclusion

We take intellectual property protection seriously to maintain the integrity of our platform and services. Users must respect these rights and adhere to the restrictions outlined above.

## 11. Termination and Suspension

This section outlines the conditions under which accounts may be terminated, either by the user or by the company, as well as the consequences of such termination.

#### 11.1. User-Initiated Termination

- a) You May Close Your Account by Request
- Process:
- Users may request account closure by submitting a formal request through the platform or customer support.
  - Verification of identity may be required to prevent unauthorized closures.
- Timeline:
  - Account deactivation is typically processed within 3-5 business days.
- b) Outstanding Obligations Must Be Fulfilled
- Before Closure:
- All pending transactions (deposits, withdrawals, trades) must be completed.
- Any fees, charges, or debts owed to the company must be settled.
- Restrictions:
- Accounts with active investments (e.g., locked-in terms) may require waiting until maturity or paying early termination fees.

## 11.2. Company Termination Rights

We reserve the right to suspend or terminate accounts under the following circumstances:

- a) Reasons for Termination/Suspension
- i) Violations of This Agreement
- Examples:
- Fraudulent activity (e.g., fake identities, chargeback abuse).
- Unauthorized use of the platform (e.g., hacking, exploiting bugs).
- Breach of intellectual property rights.
- Process:
  - Immediate suspension pending investigation.
- Permanent termination if violations are confirmed.
- ii) Suspicious or Unauthorized Activity
- Examples:
  - Unusual login attempts (potential hacking).
  - Money laundering or illegal fund movements.
  - Using multiple accounts to bypass restrictions.
- Action Taken:
- Temporary freeze on withdrawals and trading.
- User may be required to provide additional KYC documentation.
- iii) Legal or Regulatory Requirements

- Examples:
- Court orders or government-mandated shutdowns.
- Compliance with sanctions or anti-terrorism financing laws.
- Effect:
- Immediate account restriction without prior notice if required by law.
11.3. Effects of Termination
a) Immediate Revocation of Access
- Upon termination:
- The user can no longer log in or use any services.
- Active trades/investments may be liquidated (if applicable).
b) Outstanding Withdrawals Processed per Policy
- Pending Withdrawals:
- Legitimate funds will be processed within 14-30 days, minus any fees.
- Fraudulent or disputed transactions may be withheld.
- Chargebacks & Disputes:
- If a user initiates a bank chargeback, the company may freeze remaining funds.
c) Forfeiture of Unclaimed Funds After 1 Year
- Dormant Accounts:
- If a terminated account has an unclaimed balance, the user has 12 months to request withdrawal.

- We do not guarantee that the services will meet all user expectations or function without errors. b) No Guarantees of Uninterrupted Service - The platform may experience downtime due to: - Maintenance or technical upgrades - Cybersecurity incidents (e.g., DDoS attacks) - Force majeure events (e.g., natural disasters, government actions) - We are not liable for losses incurred due to service interruptions. c) No Warranty of Accuracy or Completeness - Financial data, market analysis, and investment recommendations are for informational purposes only. - We do not guarantee that all information is error-free, up-to-date, or suitable for decision-making. - Users should conduct independent research before making investment decisions. 12.2. Liability Cap a) Our Total Liability Limited to Fees Paid in the Last 6 Months - If a legal claim arises, our maximum financial responsibility will not exceed the total fees you paid to us in the six (6) months preceding the claim. - This applies to all claims, whether based on contract, negligence, or other legal theories.

b) No Liability for Consequential Damages

- We are not responsible for any indirect, incidental, or consequential damages, including but not limited to:
  - Lost profits or investment losses
  - Business interruption
  - Reputational harm
  - Data loss or corruption
- c) No Liability for Third-Party Actions
- We do not control and are not liable for:
- Actions of banks, payment processors, or other financial institutions
- Fraud or misconduct by other users
- Market fluctuations or economic conditions affecting investments

**Exceptions to Liability Limitations** 

These limitations do not apply in cases of:

- Gross negligence or willful misconduct by the company.
- Violations of applicable laws (e.g., securities regulations).
- Personal injury or death caused by our actions.

#### Conclusion

By using our services, you agree that our liability is limited as described above. We strongly recommend that users:

- Maintain diversified investments.
- Use secure authentication methods.
- Monitor account activity regularly.

Legal jurisdiction may affect enforceability—consult a legal professional if uncertain.

#### 13. Indemnification

## 13.1. User's Indemnification Obligation

You agree to defend, indemnify, and hold harmless BTrade, its affiliates, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising from:

- a) Your Violation of This Agreement
- Any breach of the terms, conditions, or policies outlined in this Agreement.
- Examples: Unauthorized trading, fraudulent activity, or circumventing security measures.
- b) Your Improper Use of the Platform
- Misuse of services, including hacking attempts, data scraping, or spreading malware.
- Unauthorized access to another user's account or confidential data.
- c) Any Third-Party Claims Arising from Your Actions
- If a third party (e.g., another user, regulatory body, or financial institution) files a claim against BTrade due to your conduct.
- Examples: Fraudulent transactions, copyright infringement, or market manipulation.

#### **Key Notes:**

- BTrade reserves the right to assume exclusive defense and control of any matter subject to indemnification.
- You must cooperate fully in BTrade's defense of any claim.

-You are investor at Btrade platform, Btrade returns profit on investment after trading on crypto market, if there is any loss in trading market than Btrade will not only be responsible for loss, investor will be also responsible for same.

#### 14. Dispute Resolution

- 14.1. Negotiation (Mandatory First Step)
- a) Parties Agree to Attempt Amicable Resolution
- Before pursuing arbitration or litigation, both parties must engage in good-faith negotiations.
- Disputes should be reported in writing to BTrade's support team.
- b) 30-Day Negotiation Period Required
- If unresolved after 30 days, either party may escalate to arbitration.
- Negotiation period may be extended by mutual agreement.
- 14.2. Arbitration (Binding & Final)
- a) Unresolved Disputes Go to Binding Arbitration
- Arbitration replaces court litigation.
- The arbitrator's decision is final and enforceable in court.
- b) Conducted in [Jurisdiction] Under [Rules]
- Example: "Arbitration shall be conducted in Singapore under the rules of the Singapore International Arbitration Centre (SIAC)."
- Proceedings will be in English unless otherwise agreed.
- c) Each Party Bears Its Own Costs

- Each side covers its own legal fees and arbitration expenses.
- The arbitrator may award fees to the prevailing party in exceptional cases.

#### 14.3. Class Action Waiver

- a) All Claims Must Be Brought Individually
- No joint claims or consolidated arbitrations permitted.
- b) No Class or Representative Actions Permitted
- You waive the right to participate in class actions, collective suits, or government-initiated enforcement actions (unless prohibited by law).

Exception: Small claims court claims may proceed individually.

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## 15. Governing Law and Jurisdiction

## 15.1. Governing Law

- This Agreement is governed by and construed under the laws of [Jurisdiction] (e.g., England & Wales, Singapore, or Delaware, USA).

## 15.2. Exclusive Jurisdiction for Disputes

- Any disputes not resolved via arbitration shall be submitted to the exclusive jurisdiction of the courts in [Jurisdiction].
- Example: "Any judicial proceedings shall be filed in the courts of Dubai International Financial Centre (DIFC)."

## 15.3. User's Responsibility for Local Compliance

- You must ensure your use of BTrade complies with your local laws, including:
  - Tax obligations.
  - Financial regulations (e.g., securities licensing).
  - Restrictions on digital assets (if applicable).
- BTrade is not liable for your failure to comply with local regulations.

## Summary of Key Points

- 1. Indemnification: You cover BTrade's losses caused by your misconduct.
- 2. Dispute Steps: Negotiation  $\rightarrow$  Arbitration  $\rightarrow$  No class actions.
- 3. Legal Framework: Governed by [Jurisdiction]'s laws; arbitration/courts located there.
- 4. Local Laws: You're responsible for ensuring your compliance.

Note: If any clause is deemed unenforceable, the rest of the Agreement remains valid.

## 16. Force Majeure

## 16.1. Events Beyond Our Control

BTrade shall not be held liable for any failure or delay in performance under this Agreement due to circumstances beyond our reasonable control, including but not limited to:

- a) Natural Disasters
- Earthquakes, floods, hurricanes, wildfires, or other catastrophic weather events.
- b) Wars or Terrorism

- Armed conflicts, civil unrest, acts of terrorism, or geopolitical instability. c) Government Actions - Regulatory changes, sanctions, trade restrictions, or internet shutdowns. d) Infrastructure Failures - Major power outages, telecommunications breakdowns, or cyberattacks on third-party systems. Effects of Force Majeure: - Service suspensions or delays may occur without prior notice. - Users will not be entitled to compensation for disruptions caused by force majeure. - BTrade will resume services as soon as reasonably possible once the event concludes. 17. Amendments and Modifications 17.1. Changes to Terms BTrade reserves the right to update these Terms at any time. Modifications will be implemented as follows: a) 30 Days' Notice for Material Changes - Significant changes (e.g., fee structures, dispute resolution, or liability terms) will be communicated via: - Email notifications. - Platform announcements.

- Updated "Last Revised" date on the Agreement.

- b) Continued Use Constitutes Acceptance
- If you access or use the platform after modifications take effect, you automatically accept the revised Terms.
- If you disagree, you must cease using the platform and close your account.
- c) Archived Versions Available Upon Request
- Previous versions of the Terms can be provided for reference.
- Users may contact support to obtain historical records.

#### 18. General Provisions

18.1. Entire Agreement

- a) Supersedes All Prior Agreements
- This document constitutes the complete and exclusive understanding between you and BTrade.
- b) No Oral Modifications Valid
- Any changes must be in writing and signed by authorized BTrade representatives.
- 18.2. Severability
- a) Invalid Provisions Do Not Void Remainder
- If a court deems any clause unenforceable, all other terms remain fully effective.

#### 18.3. Assignment

- a) Your Rights Are Non-Transferable
- You cannot assign or transfer your account or obligations without BTrade's prior written consent.
- b) BTrade May Freely Assign This Agreement
- We may transfer our rights to affiliates, successors, or acquirers without your approval.

#### 18.4. Waiver

- a) Enforcement Delays Do Not Equal Surrender of Rights
- BTrade's failure to act on a violation does not prevent future enforcement.

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#### Key Takeaways

- 1. Force Majeure: BTrade is excused from liability for uncontrollable disruptions.
- 2. Amendments: Check notifications regularly; continued use = acceptance.
- 3. General Terms:
  - This is the full agreement—no unofficial modifications count.
  - Partial invalidity doesn't collapse the entire Terms.
  - BTrade can transfer rights; users cannot.
  - Inaction  $\neq$  permanent waiver.

For disputes, refer to Section 14 (Dispute Resolution). Questions? Contact legal@btrade.com.

## 19. Contact Information & User Acknowledgement

#### 19.1 Official Contact Details

For all inquiries, legal notices, or support requests related to these Terms or BTrade's services:

Company Name: BTrade Ltd. (Registered in [Jurisdiction])

Email: support@thebtrade.exchange

#### **Key Contact Protocols:**

- Support Requests: Use email for fastest response (typical reply within 1–3 business days).
- Legal/Regulatory Notices: Must be sent in writing via email with "[Legal Notice]" in the subject line.
- Fraud or Security Issues: Report immediately to support@thebtrade.exchange

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## 19.2 Binding User Acknowledgement

By accessing or using BTrade's platform, you explicitly confirm the following:

- a) Full Understanding of Terms
- You have read, comprehended, and voluntarily agreed to all clauses in this Agreement.
- If any term is unclear, you sought independent legal advice before accepting.

- b) Awareness of Investment Risks
- You acknowledge that all investments carry inherent risks, including but not limited to:
  - Market volatility leading to capital loss.
  - Regulatory changes affecting asset valuations.
  - Technical failures impacting trade execution.
- BTrade does not guarantee profits or assume liability for losses.
- c) No Reliance on Assurances
- You have not relied on any representations outside this Agreement (e.g., third-party claims or unofficial BTrade statements).

#### 19.3 Additional Disclosures

#### **Electronic Communications Consent**

- You agree to receive all notices, disclosures, and updates electronically via email or platform notifications.

## Language of Agreement

- The English version of these Terms is the legally binding version. Any translations are for convenience only.

## Updates to Contact Information

- Users must promptly notify BTrade of changes to their email or mailing address.

## Final Confirmation Clause:

"By clicking 'I Agree,' registering an account, or using BTrade's services, you enter into a legally binding contract under these Terms. If you do not accept, you must discontinue use immediately."

Last Updated: 18 Oct 2023

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For urgent matters, contact:

Customer Support: support@thebtrade.exchange

Address: 201 James St N, Hamilton, L8R 2L2, Canada